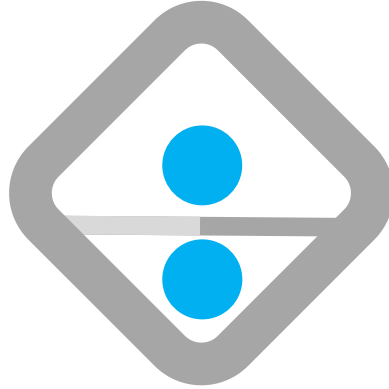


**BHARATIYA RESERVE BANK NOTE MUDRAN PVT. LTD.  
INDIA**



**2 PART TENDER DOCUMENT**  
**(TECHNICAL BID + PRICE BID)**  
**International Competitive Bid**

Tender No: 02/CO/GT/2019-20 dated July 17,2019

TENDER DOCUMENT FOR MANUFACTURING AND SUPPLY OF OVERPRINT  
VARNISH FOR INDIAN BANKNOTE



**Issued by:**

**Managing Director**  
**BHARATIYA RESERVE BANK NOTE MUDRAN (P) LTD.**  
**No. 3&4, 1<sup>st</sup> Stage, 1<sup>st</sup> Phase, BTM Layout, Bannerghatta Road**  
**Bengaluru, INDIA -560029**

**Tel No: +91 - 80 - 66602000**  
**Fax No: +91 - 80 - 66602039**  
**EMAIL: [cobangalore@brbnmpl.co.in](mailto:cobangalore@brbnmpl.co.in)**  
**Website: [www.brbnmpl.co.in](http://www.brbnmpl.co.in)**

**Standard Bidding Document (SBD)**

(Procurement of Goods and Services)

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LTD.  
No. 3&4, 1st Stage, 1st Phase, BTM Layout, Bannerghatta Road  
Bengaluru, INDIA - 560029  
Tel No: +91 - 80 - 66602000  
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EMAIL: cobangalore@brbnmpl.co.in  
Website: www.brbnmpl.co.in

**Not Transferable**

**Security Classification: Non-Security**

TENDER DOCUMENT FOR MANUFACTURING AND SUPPLY OF OVERPRINT  
VARNISH FOR INDIAN BANKNOTE

**Tender No: 02/CO/GT/2019-20 dated July 17,2019**

This tender document contains 78 pages (including two cover pages)

The tender document is issued to:

M/s

Details of Contact person in BRBNMPL regarding this tender: -

Name: R.Natarajan

Designation :Deputy General Manager

**Address: No. 3 & 4, 1<sup>st</sup> Stage, 1<sup>st</sup> Phase, BTM Layout,**

**Bannerghatta Road**

**Bengaluru - 560029**

**Phone : + 91 - 80 - 66602000**

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**Email: [natarajanr@brbnmpl.co.in](mailto:natarajanr@brbnmpl.co.in)**

**Alternative Contact : Atanu Datta, Assistant General Manager**

**Email : [atanudatta@brbnmpl.co.in](mailto:atanudatta@brbnmpl.co.in)**

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## Section I: Notice Inviting Tender (NIT)

Bharatiya Reserve Bank Note Mudran Private Limited, (BRBNMPL)

**Address: No. 3&4, 1<sup>st</sup> Stage, 1<sup>st</sup> Phase,  
BTM Layout, Bannerghatta Road, Bengaluru – 560029.**

**Phone: + 91 80 - 66602000,**

**Fax: + 91 80 – 66602039.**

**Website: www.brbnmpl.co.in**

### TENDER DOCUMENT FOR MANUFACTURING AND SUPPLY OF OVERPRINT VARNISH FOR INDIAN BANKNOTE

Tender No: 02/CO/GT/2019-20 dated July 17,2019

1. Sealed two part bids (technical and price bid) is hereby invited from eligible and resourceful tenderers for “ Manufacturing and Supply of overprint varnish for Indian banknote”
2. Successful bidder of this Global Tender shall enter in to a contract for Manufacturing and Supply of overprint varnish for Indian banknote” to BRBNMPL presses at the price, terms and conditions as agreed through the contracts to be signed after completion of tendering process.
3. The contract shall be initially valid for six months from the date of agreement and extendable for a further period with the same price, terms & conditions at the discretion of the purchaser.

Schedule No.	Brief Description of Material	Quantity	Earnest Money INR	Remarks
1	Overprint varnish for Indian Banknotes	60,000 Kg	52,00,000	
<b>Note :The quantity mentioned above may vary during regular procurement based on actual requirement</b>				
Type of Tender (Two Bid / PQB / EOI / RC / Development / Indigenization / Disposal of Scrap / Security item etc.		Global Tender, Two part (TECHNICAL + PRICE) ,		
Date of Sale of tender documents		From 17/07/2019 to 30/08/2019 during office hours, i.e. 09.45 Hrs. to 18.00 Hrs.		
Price of the Tender Document		Rs. 5000/-		
Closing date and time for receipt of tenders		03 September, 2019 at 11:00 Hrs		
Place of receipt of tenders and address		Bharatiya Reserve Bank Note Mudran Private Limited, (BRBNMPL), No. 3 & 4, First Stage, 1 <sup>st</sup> Phase, BTM Layout, Bannerghatta Road, Bengaluru 560029, INDIA		
Time and date of opening of Technical tender (Part I)		03 September, 2019 ; 11:30 Hrs		
Place of opening of tenders		BRBNMPL, Corporate Office, Bengaluru		
Nominated Person / Designation to Receive Bulky Tender (Clause 21.1 of GIT)		R.Natarajan, Dy. General Manager, BRBNMPL, Bengaluru		

4. Interested tenderers may obtain further information about this requirement from the above office.
5. Tender documents may be purchased on payment of non-refundable fee of ₹ 5000/- (Rupees five thousand only) per set in the form of account payee demand draft/ cashier's cheque / certified cheque, drawn on a scheduled commercial bank in India, in favor of Bharatiya Reserve Bank Note Mudran Private Limited, payable at Bengaluru.
6. If requested, the tender documents will be mailed by registered post / speed post to the domestic tenderers and by international courier (DHL Courier service) to the foreign tenderers, for which extra expenditure (non-refundable) per set will be ₹1000/- for domestic post and ₹5000/- for international courier (DHL Courier service). The tenderer is to add the applicable postage cost in the non-refundable fee mentioned in Para 3 above. Tender document can be downloaded from our website. However, Bidder is required to submit the application fee along with the filled in application.
7. Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are dropped in the tender box located at the address given in the table above on or before the closing date and time indicated above, failing which the tenders will be treated as late and rejected.
8. In the event of any of the above mentioned dates being declared as a holiday/ closed day for the purchase organization, the tenders will be sold / received / opened on the next working day at the scheduled time.
9. The tender documents are not transferable.
10. BRBNMPL reserves the right to reject any or all the applications without assigning any reason thereof. Tenders can be rejected on national security ground.

Last Date of Submission of Tender Documents	03 September, 2019 at 11:00 Hrs
Tender Validity	Last date of Submission + 120 Days

#### Guidelines for filling two-part tender

**Part I** : First sealed cover should contain the Technical Offer along with the technical details pertaining to this tender i.e., Section I to Section X and Section XII to Section XIX, Section XX-Pre-Contract Integrity Pact. All the above mentioned documents should be duly filled, signed by authorized signatory of bidder and stamped as acceptance of the terms and conditions, along with the supportive documents w.r.to eligibility criteria, technical offer, EMD, Cost of tender etc. and to be submitted as Technical Bid and required formats to be maintained. Offers with Counter Conditions is liable for Rejections. This first sealed cover should be clearly superscribed with “**Part – I Technical Bid for Manufacturing and Supply of overprint varnish for Indian banknote**”. No price indication shall be allowed in technical bid. In case price indication is made in the Technical Bid, offer will be summarily rejected.

**Part II:** Second sealed cover should contain only section XI (Price Schedule) (duly sealed and signed). Format provided in the tender document for price schedule should be followed and any other format will be liable for rejection. This second sealed cover should be clearly superscribed with “**Part II Price Bid for Manufacturing and Supply of overprint varnish for Indian banknote**”

The above mentioned sealed covers (Part I & II) should be put in another big cover, sealed and superscribed as “ Manufacturing and Supply of overprint varnish for Indian banknote” and should be addressed to “The Managing Director, BRBNMPL, Bengaluru”.

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

For and on behalf of  
Bharatiya Reserve Bank Note Mudran Private Limited

-Sd-  
R.Natarajan  
Deputy General Manager

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

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

#### **A PREAMBLE**

##### **1. Introduction**

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

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

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

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

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

##### **2. Language of Tender**

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

##### **3. Eligible Tenderers**

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

##### **4. Eligible Goods and Services**

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

##### **5. Tendering Expense**

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

#### **B TENDER DOCUMENTS**

##### **6. Content of Tender Documents**

###### **6.1 The tender documents 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/ Eligibility Criteria
10. Section X - Tender Form
11. Section XI - Price Schedule
12. Section XII - Questionnaire
13. Section XIII - Bank Guarantee Form for EMD
14. Section XIV - Manufacturer's Authorization Form
15. Section XV - Bank Guarantee Form for Performance Security
16. Section XVI - Contract Form
17. Section XVI I: Letter of Authority for attending a Bid Opening
18. Section XVIII: Shipping Arrangements for Liner Cargoes
19. Section XIX: Proforma of Bills for Payments
20. Section XX: 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 notified in writing by registered/ speed post or by fax / telex / e-mail, followed by copy of the same by suitable recorded post to all prospective tenderers, which have received the tender documents and will be binding on them.

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

##### **8. Pre-Bid conference**

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

##### **9. Clarification of Tender Documents**

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

#### **C PREPARATION OF TENDERS**

##### **10. Documents Comprising the Tender**

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

- a) Tender Form and Price Schedule along with list of deviations (ref Clause 19.19.4) from the clauses of this SBD, if any.
- b) Documentary evidence, as necessary in terms of GIT clauses 3 and 16 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- c) Documents and relevant details to establish in accordance with GIT clause 17 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the tender documents along with list of deviations if any (ref clause 17.17.3 of GIT).
- d) Earnest money furnished in accordance with GIT clause 18.18.1 alternatively, documentary evidence as per GIT clause 18.18.2 for claiming exemption from payment of earnest money. and
- e) Questionnaire as per Section XII.
- f) Manufacturer's Authorization Form (ref Section XIV, if applicable

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

10.2 A tender, that does not fulfill 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. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and quoted in Indian Rupees only,

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 and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI.

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

12.5 For goods offered from within India, 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 all taxes and duties like GST, custom duty, excise duty etc. 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) Any sales or other taxes and any duties including GST, Customs duty, 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 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:

If the Tenderer desires to ask for excise duty, sales tax, custom duty etc. 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 Excise Duty:

a) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate,

quantum and nature of the duty 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 excise duty will be entertained after the opening of tenders.

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

c) Subject to sub clauses 12.8 (a) & (b) above, any change in excise duty upward/ downward as a result of any statutory variation in excise duty taking place within original Delivery Period shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to BRBNMPL by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

### 12.9 Sales Tax/ VAT/ CST/ GST:

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

### 12.10 Wherever Value Added Tax/ Goods and Service Tax(GST) is applicable, the following may be noted :

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

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

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

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

iv) The supplier while claiming the payment shall furnish the following certificate to the paying authorities: We hereby declare that additional set offs / input tax credit to the tune of Rs..... has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted

### 12.11 Octroi and Local Taxes:

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

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

### 12.12 Duties/ Taxes on Raw Materials

**BRBNMPL is not liable for any claim from the supplier on account of fresh imposition and / or increase (including statutory increase) of excise duty, custom duty, sales tax etc. on raw materials and/or components used directly in the manufacture of the contracted goods taking place during the pendency of the contract, unless such liability is specifically agreed to in terms of the contract.**

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

**Above mentioned Taxes and Duties are not leviable on imported Goods and hence would not be reimbursed.**

### 12.14 Customs Duty:

**In respect of imported stores offered from abroad, the tenderer shall specify the rate as well as the total amount of customs duty payable. The tenderer shall also indicate the corresponding Indian Customs Tariff Number applicable for the goods in question.**

**12.14.1. For transportation of imported goods offered from**



abroad, relevant instructions as incorporated under GCC Clause 11 shall be followed.

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

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

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

### **13. Indian Agent**

If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, in a manner described under GIT sub clause 11.2 above, shall also furnish the following information:

a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.

b) The details of the services to be rendered by the agent for the subject requirement

One manufacturer can authorize only one agent/ dealer. Also one agent cannot represent more than one supplier or quote on their behalf in a particular tender enquiry. Such quote is likely to be rejected. There can be only one bid from

a) The principal manufacturer directly or one Indian agent on his behalf

b) The foreign principal or any of its branch/ division

c) Indian/ Foreign Agent on behalf of only one Principal.

### **14. Firm Price / Variable Price**

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

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

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

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

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

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

14.7 Documents for claiming ERV:

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

### **15. Alternative Tenders**

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

### **16. Documents Establishing Tenderer's Eligibility and Qualifications**

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

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

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

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

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

d) In case the tenderer is an Indian agent quoting on behalf of a foreign manufacturer, the Indian agent is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance, Govt. of India, operated through Directorate General of Supplies & Disposals (DGS&D), New Delhi.

### **17. Documents establishing Good's Conformity to Tender document**

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

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

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

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

18.1 Pursuant to GIT clause 10.1(d) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect BRBNMPL against the risk of the Tenderers unwarranted conduct as amplified under sub-clause 23.23.2 below.

18.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with DGS&D or with National Small Industries Corporation, New Delhi 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 (with DGS&D or NSIC as the case may be).

18.3 The earnest money shall be denominated in Indian Rupees.

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

- a) Account Payee Demand Draft or
- b) Fixed Deposit Receipt or
- c) Banker's cheque or
- d) Bank Guarantee, only in the case of Global Tender

The demand draft, fixed deposit receipt or banker's cheque shall be drawn on any scheduled commercial bank in India, in favour of Account specified in the Clause 3 of NIT. In case of bank guarantee, the same is to be provided from/confirmed by any scheduled commercial bank in India as per the format specified under Section XIII in these documents.

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

18.6 Unsuccessful tenderers' earnest monies will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful Tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.

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 upto 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 upto 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 upto the next working day.

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

## **20. Signing and Sealing of Tender**

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

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

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

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

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

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

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

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

20.6 All the copies of the tender shall be duly signed at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initialed 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 initialed by the person(s) signing the tender.

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

then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, BRBNMPL will not assume any responsibility for its misplacement, premature opening, late opening etc.

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

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

## **D SUBMISSION OF TENDERS**

### **21. Submission of Tenders**

21.1 Unless otherwise specified, the tenderers are to deposit the tenders in the tender box kept for this purpose at a place as indicated in para 1 of NIT. In case of bulky tender, which cannot be put into tender box, the same shall be submitted by the tenderer by hand to the designated officers of BRBNMPL, as indicated in clause 1 of NIT. The officer receiving the tender will give the tenderer an official receipt duly signed with date and time.

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

- i) Tender is unsigned.
- ii) Tenderer is not eligible.
- iii) Tender validity is shorter than the required period.
- iv) Required EMD has not been provided.
- v) Tenderer has quoted for goods manufactured by a different firm without the required authority letter from that manufacturer.
- vi) Tenderer has not agreed to give the required performance security.
- vii) Goods offered are sub-standard, not meeting the required specification etc.
- viii) Tenderer has not agreed to essential condition(s) specially incorporated in the tender enquiry.
- ix) Against a schedule in the List of Requirement (incorporated in the tender enquiry), the Tenderer has not quoted for the entire requirement as specified in that schedule. (Example: In a schedule, it has been stipulated that the Tenderer will supply the equipment, install and commission it and also train BRBNMPL 's operators for operating the equipment. The Tenderer has however, quoted only for supply of the equipment).

### **27. Minor Infirmary / Irregularity / Non-Conformity**

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

### **28. Discrepancy in Prices**

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

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

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

28.1 and 28.2 above.

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

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

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

### **30. Clarification of Bids**

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

### **31. Qualification / Eligibility Criteria**

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

### **32. Conversion of tender currencies to Indian Rupees**

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

### **33. Schedule-wise Evaluation**

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

### **34. Comparison on CIF 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 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 manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
- b) In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/ taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.

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

35.3 As per policies of the Government from time to time, the purchaser reserves its option to give price preference to Small Scale Industries in comparison to the large scale Industries. This price preference cannot however be taken for granted and every endeavor need to be made by such firms to bring down cost and achieve competitiveness.

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

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

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

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

### **37. Cartel Formation / Pool Rates**

Cartel formation or quotation of Pool/ Co-ordinated rates, leading to 'Appreciable Adverse Effect on Competition' (AAEC) as identified in Competition Act, 2002, as amended by Competition (Amendment) Act, 2007, would be considered as a serious misdemeanor 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 technically 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. i.e. Normally there should be no negotiation. Selection of contractors by negotiations should be a rare exception rather than the rule and may be resorted to only in the exceptional circumstances under the following circumstances:-

- i. Where the procurement is done on proprietary basis
- ii. Items to be procured are supplied by only a limited sources of supply
- iii. Items where there is suspicion of cartel formation.

### **39. Contacting BRBNMPL**

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

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

## **G AWARD OF CONTRACT**

**40.** BRBNMPL's Right to Accept any Tender and to Reject any or All Tenders BRBNMPL reserves the right to accept in part or in full any tender or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

### **41. Award Criteria**

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

### **42. Variation of Quantities at the Time of Award**

No variation of quantities at the time of awarding the contract.

### **43. Parallel Contracts**

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

### **44. Serious Misdemeanors**

**44.1.** Following would be considered serious misdemeanors:

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

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

### **45. Notification of Award**

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

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

### **46. Issue of Contract**

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

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

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

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

### **48. Return of EMD**

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

### **49. Publication of Tender Result**

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

**Part II: Additional General Instructions Applicable to Specific types of Tenders:**

**50. Rate Contract Tenders**

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

- i. Earnest Money Deposit (EMD) is not applicable.
- ii. In the Schedule of Requirement, no commitment of quantity is mentioned; only the anticipated requirement is mentioned without any commitment.
- iii. BRBNMPL reserves the right to conclude more than one rate contract for the same item.
- iv. Unless otherwise specified in SIT, the currency of a Rate Contract would normally be for one year.
- v. During the currency of the Rate Contract, BRBNMPL may withdraw the rate contract by serving suitable notice. The prescribed notice period is generally thirty days.
- vi. During the currency of the Rate Contract, BRBNMPL would have the option to renegotiate the price with the rate contract holders.
- vii. During the currency of the Rate Contract, in case of emergency, BRBNMPL may purchase the same item through ad hoc contract with a new SELLER.
- viii. Usually, the terms of delivery in rate contracts are FOR dispatching station.
- ix. Supply orders, incorporating definite quantity of goods to be supplied along with all other required conditions following the rate contract terms, will be issued by nominated Direct Demanding Officers (DDO) for obtaining supplies through the rate contract.
- x. BRBNMPL is entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will be affected beyond the validity period of the rate contract, all such supply will be guided by the terms & conditions of the rate contract.
- xi. The rate contract will be guided by "Fall Clause" as described below.

**50.2 Fall Clause**

If the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods, following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly. Any violation of the fall clause would be considered a serious misdemeanor under clause 44 of the GIT and action, as appropriate, would be taken as per provision of that clause.

**50.3 Performance Security**

Value of Performance Security would be stipulated in the SIT. Performance Security shall, however, not be demanded again in the individual supply orders issued subsequently against rate contracts.

**50.4 Renewal of Rate Contracts**

In case it is not possible to conclude new rate contracts before the expiry of existing ones, due to some special reasons, the existing rate contracts would be extended with same terms, conditions etc for a suitable period, with the consent of the rate contract holders. Rate contracts of the firms, who do not agree to such extension, will be left out, Period of such extension would

generally not be more than three months.

**51. Prequalification Bidding**

**51.1** Prequalification Bidding is for short listing of qualified Bidders who fulfill the Prequalification criteria as laid down in SIT or in Section IX of SBD — "Qualification Criteria" for procurement of Goods or Services as listed in Section VI of SBD — "List of Requirements". Short listed Bidders would be informed of their qualification and short listing in accordance with the stipulations laid down in the SIT. Unless otherwise stipulated in the SIT the PQB short listing would be valid only till the next procurement tender. Further conditions will be elaborated in the SIT.

**51.2** If stipulated in the SIT, only these short listed qualified bidders would be invited to participate in the Procurement of the requirements. Otherwise SIT may also indicate that instead of floating a separate PQB tender, it may be combined with the Procurement Tender, as a three bid tender. Initially the first Packet containing PQB would be opened and evaluation would be done. Thereafter the rest of tender would be handled as a two bid system for only those bidders who succeed in PQB.

**52. Tenders involving Samples**

**52.1** Normally no sample would be called along with the offer for evaluation.

**52.2 PURCHASER's Samples:** If indicated in the SIT, A PURCHASER's sample may be displayed to indicate required characteristics over and above the Specifications for perusal of the bidders. Name and Designation of the Custodian, Place, Dates and Time of inspection of PURCHASER's sample will be indicated in the SIT. The supplies in the contract will have to meet the indicated required characteristics for which the PURCHASER's sample was displayed, besides meeting the specification listed in Section VII — "Technical Specifications" of the SBD. He would be issued a sealed PURCHASER's sample for the purpose at the time of award of the contract.

**52.3 Pre-Production Samples:** If stipulated in SIT, successful contractor would be required to submit a Pre-Production sample(s) to the Inspecting Officer/ or the nominated authority mentioned in the contract within the time specified therein. If the Contractor is unable to do so, he must apply immediately to the Office issuing the acceptance of tender for extension of time stating the reasons for the delay. If the PURCHASER is satisfied that a reasonable ground for an extension of time exists, he may allow such additional time as he considers to be justified (and his decision shall be final) with or without alteration in the delivery period stipulated in the contract and on such conditions as he deems fit. In the event of the failure of the Contractor to deliver the pre-production sample by the date specified in the acceptance of tender or any other date to which the time may be extended as aforesaid by the PURCHASER or of the rejection of the sample, the PURCHASER shall be entitled to cancel the contract and, if so desired, purchase or authorize the purchase of the stores at the risk and cost of the Contractor (unless specified otherwise in the SIT). In such an event, in case of Security Items where urgency develops due to such delays, BRBNMPL reserves its right to procure not more than one year's requirement against this "Risk & Cost" tender from existing pre-qualified and security cleared firms. Bulk production and supply will only be allowed if this sample(s) pass the Tests laid down in the Section VIII "Quality Control Requirements" in the SBD.

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

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

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

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

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

- i. Registration of Vendors for Supply of particular Stores or certain categories of Stores.
- ii. Development of new items or Indigenization of Imported stores

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

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

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

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

**53.6** Short List of SELLERS: The SELLERS 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 SELLER 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 SELLERS 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 SELLERS 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** 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** BRBNMPL reserves right to reject any offer without assigning any reason there for.

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

**54.3.4** If the offer of the tenderer is not accepted by the BRBNMPL the Earnest Money deposit made by the tenderer shall be refunded to him. No interest shall be payable on such refunds. The EMD deposited by the successful tenderer shall

remain with the BRBNMPL till payment of the security deposit (SD) money, as stipulated in relevant Clause, has been made. It may be adjusted as part of the total SD money at the discretion of the BRBNMPL.

**54.3.5** Commercial tax / terminal tax, Octroi, municipal tax or any other taxes / duties etc. whatever in force shall be payable extra by the PURCHASER as per rules applicable to BRBNMPL. Current and valid PAN and sales / commercial tax registration number wherever applicable must be provided in the Bid of the Tenderer.

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

**54.3.7** Registered dealers who are exempted from payment of Sales Tax must submit copies of their Registration certificate of concerned authority and shall be required to submit necessary form duly completed in all respect to BRBNMPL or its representatives before obtaining delivery order, duly signed by the partner of the firm or the person authorized to do so.

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

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

**54.4.1** The successful tenderer, herein after referred to as PURCHASERS, shall have to submit security deposit (SD) @ 10% of the total sale value of the contract within 5 working days of issue of the sale contract (excluding the date of issue of sale contract). The SD shall be deposited in the form of bank draft/pay order, drawn on any nationalized or recognized bank in favour of same officer as mentioned in clause 3 of NIT in connection with EMD.

**54.4.2** The PURCHASER has to pay balance payment within 20 days from the date of notification of acceptance, which is to be issued by BRBNMPL or his authorized representative, in form of Bank draft drawn on any nationalized or recognized bank in favor of same authority as mentioned above. 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 most 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 meager 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 SELLERS may be allowed.

**55.9** Quantity for Development Commitment

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

**55.10** Period of Development Commitment

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

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**Section III: Special Instructions to Tenderers (SIT)**

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

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

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

Sl. No.	GIT Clause No.	Topic	SIT Provision
1.	2	Submission of tenders in Hindi or English	To be submitted in English only.
2.	3	Eligible Tenderers	Only the bidders having manufacturing facility for overprint varnish.
3.	4	Eligible Goods and Services (Origin of Goods)	Manufacturing and supply shall be only from locations specified by the bidders
4	6.1	Section XX : Pre Contract Integrity pact	<p><b>Integrity Pact(IP)</b></p> <p>a) IP is a tool to ensure that activities and transactions between the Company (BRBNMPL) and its Bidders / Contractors are handled in a fair, transparent and corruption free manner. An Independent External Monitor (IEM) has been appointed to oversee implementation of IP in the company. The IP as enclosed with the tender at Section XX is to be submitted (duly signed by authorized signatory who signs in the offer) along with Techno-Commercial bid. Only those bidders who have entered into such an IP with the company would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification. Details of IEM for this tender is furnished below:</p> <p>Name – Shri V.V.R. Sastry, Ex-CMD / BEL, Address - 957, 9th Main, 3 Stage, 3 Block, Basaveswaranagar, Bengaluru-560079. Email -</p>



Sl. No.	GIT Clause No.	Topic	SIT Provision
			<p><a href="mailto:sastryvvr@gmail.com">sastryvvr@gmail.com</a></p> <p>b) Please refer the concerned Section of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.</p> <p><b>Note:</b> No routine correspondence shall be addressed to the IEM (phone / post / email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification / issues shall be addressed directly to the tender issuing (Procurement) department.</p>
5.	8	Pre bid Conference	The tenderer requiring any clarification or elucidation on any issue of the tender documents to discuss in pre bid meeting may take up the same with BRBNMPL in writing, by fax or e-mail BRBNMPL latest by 31 <sup>st</sup> July, 2019 and date of pre-bid meeting will be informed to the bidders, who have submitted their queries in writing, by mail and will be made available in our website.
6.	9	Time Limit for receiving request for clarification of Tender Documents	As mentioned under Sl.No.5
7.	11.1 & 11.2	Tender Currency	Bidders to quote the price preferably in Indian Rupees (INR). In case if the bidder quotes in any other currency, 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 selling exchange rates established by the State Bank of India for similar transactions, as on the date of tender opening (price bid) for L1 determination. In case of any bank holiday, the previous working day's closing price will be considered. Details is explained in Section XI (Price Schedule)
8.	12.2	Tender Prices	No Change

<b>Sl. No.</b>	<b>GIT Clause No.</b>	<b>Topic</b>	<b>SIT Provision</b>
9.	13	Indian Agents	The bidder firm shall not employ any agents.
10.	15	Alternative tenders	Not applicable
11.	18.3	EMD currency	No Change Forty five (45) days beyond the validity of the tender i.e. 120 days + 45 days
12.	19	Tender Validity	120 days from the last date of submission.
13.	19.2	Tender Validity	In case if any of the bidder is not agreeable for extension of tender validity as mentioned in the clause, then PURCHASER at its discretion may ask all the bidders to submit revised price bid.
14.	20.4	Number of Copies of Tenders to be submitted	Single Copy
15.	20.9	E-Tendering	Not applicable
16.	32	Conversion of tender currencies to INR	No Change
17.	33	Discount for combined schedule	Not Applicable
18.	34	Comparison on CIF destination basis	Comparison will be on DDP BRBNMPL, Mysuru/Salboni basis. In the case of comparison between Indian and Foreign supplier's comparison matrix is explained in price Schedule (Section XI).
	35.2	Evaluation of Offers	Refer Section VII – Evaluation of varnish
19	36	Tenderer's capability to perform the contract	As per Section -IX
20	43	Parallel Contracts	The Purchaser reserves the absolute right to split the order and place parallel contracts on one or more tenderers in the ratio of the 70:30 among L1 and L2 bidders subject to matching of L1 price by L2 bidders or at the ratio of 50:30:20 among L1, L2 and L3 subject to the matching of L1 price by L2 and L3 bidders.  In case of non acceptance of counter offer by L2 party to match with L1 price, similar offer shall be given to L3 and L4 and so on.  In case other bidders (L2,L3,L4....) do

<b>Sl. No.</b>	<b>GIT Clause No.</b>	<b>Topic</b>	<b>SIT Provision</b>
			not accept to offer at L1 price, Purchaser reserves the right to place full 100% order on L1 bidder. Purchaser also reserves the right to order only on L1 bidder.
	50	Tender for rate contracts	Applicable.
21	50.3	Performance security	No change i.e.10 % of total contract value in the form of a Bank Guarantee from a scheduled commercial bank in India.
22	51	Pre-Qualification Bidding	Not applicable
23	52	Tenders involving Samples	<p>Pre-production samples: The successful bidder shall initially supply minimum quantity of 200 kg of overprint varnish to the General Manager, BRBNMPL, Mysuru or/and General Manager, BRBNMPL, Salboni as instructed by the Purchaser for conducting production trials and take up bulk production of ordered quantity after initial sample is passed. If, major variation in the performance of offered product, the bidder shall supply, if asked for by the Purchaser, another sample lot of overprint varnish to The General Manager, BRBNMPL, Mysuru / The General Manager, Salboni after carrying out the required modifications to match with purchaser's requirement. In case of failure on the part of supplier to do so or rejection of samples at the second production trial, the Purchaser will have an option to cancel the contract without prejudice to its rights under the law and contract. The report of the test conducted on the initial quantity so supplied will be furnished to the supplier within two weeks of receipt of samples at BRBNMPL, Mysuru / Salboni.</p> <p>In case the varnish is found suitable in the print trials, bidder will be paid for the Pre-Production sample overprint</p>

<b>Sl. No.</b>	<b>GIT Clause No.</b>	<b>Topic</b>	<b>SIT Provision</b>
			varnish. In case if the varnish is not found suitable, unused varnish will be returned and no payment will be made for the varnish consumed for the trial.
23	53.4, 53.5, 53.7	EOI Tenders	Not applicable.
24	54 54.3.1, 54.5.2	Tenders for Disposal of Scrap	Not applicable.
25	55.2, 55.3, 55.7, 55.8	Development / Indigenization Tenders	Not applicable.

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

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

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

**1.1 Definitions and Interpretation:**

- (i) "Contract" means the letter or memorandum communicating to the Contractor the acceptance of this tender and includes "Intimation of Award" of his tender; "Contract" includes and Bid Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Schedule of Requirements, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the Contractor and a formal agreement, if executed;
- (ii) "Contractor" or "Supplier" means the individual or the firm supplying the goods and services. The term includes his employees, agents, successors, authorized dealers, stockists and distributors. Other homologous terms are: Vendor, Firm, Manufacturer, OEM etc.;
- (iii) "Drawing" means the drawing or drawings specified in or annexed to the Specifications;
- (iv) "Government" means the Central Government or a State Government as the case may be;
- (v) The "Inspecting Officer" means the person, or organisation specified in the contract for the purpose of inspection of stores of work under the contract and includes his / their authorised representative;
- (vi) "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser;
- (vii) The "Purchaser" means BRBNMPL — the organization purchasing goods and services as incorporated in the documents;
- (viii) "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof;
- (ix) "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer;
- (x) The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in the contract —
  - a. The consignee at his premises; or
  - b. Where so provided, the interim consignee at his premises; or
  - c. A carrier or other person named in the contract for the purpose of transmission to the consignee; or
  - d. The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.
- (xi) "Writing" or "Written" includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal, as the case may be.
- (xii) Words in the singular include the plural and vice-versa.
- (xiii) Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- (xiv) The heading of these conditions shall not affect the interpretation or construction thereof.
- (xv) Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act,

- (xvi) PARTIES: The parties to the contract are the "Contractor" and the "Purchaser", as defined above;
- (xvii) "Tender" means quotation / bid received from a firm / supplier.
- (xviii) "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant etc. which the supplier is required to supply to BRBNMPL under the contract. Other homologous terms are: Stores, Materials etc.
- (xix) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (xx) "Earnest Money Deposit" (EMD) means monetary guarantee to be furnished by a Tenderer along with its tender.
- (xxi) "Performance Security" means monetary guarantee to be furnished by the successful Tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit or Performance Bank Guarantee.
- (xxii) "Consignee" means the person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.
- (xxiii) "Specification" or "Technical Specification" means the drawing / document/ standard that prescribes the requirement to which product or service has to conform.
- (xxiv) "Inspection" means activities such as measuring, examining, testing, analyzing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.  
"Day" means calendar day.

**1.2 Abbreviations:**

- "AAEC" means "Appreciable Adverse Effect on Competition" as per Competition Act
- "BG" means Bank Guarantee
- "BL or B/L" means Bill of Lading
- "CD" means Custom Duty
- "CIF" means Cost, Insurance and Freight Included
- "CMD" means Chairman and Managing Director
- "CPSU" means Central Public Sector Undertaking
- "CST" means Central Sales Tax
- "DDO" means Direct Demanding Officer in Rate Contracts
- "DGS&D" means Directorate General of Supplies and Disposals
- "DP" means Delivery Period
- "ECS" means Electronic clearing system
- "ED" means Excise Duty
- EMD means Earnest money deposit
- "EOI" means Expression of Interest (Tendering System)
- "ERV" means Exchange rate variations
- "FAS" means Free alongside shipment

"FOB"	means Freight on Board
"FOR"	means Free on Rail
"GCC"	means General Conditions of Contract
GIT	means General Instructions to Tenderers
GST	means Goods and Services Tax which will replace Sales Tax
"H1, H2 etc"	means First Highest, Second Highest Offers etc in Disposal Tenders
Incoterms	means International Commercial Terms, 2000 (of ICC)
"L1, L2 etc"	means First or second Lowest Offer etc.
"LC"	means Letter of Credit
"LD or L/D"	means Liquidated Damages
"LSI"	means Large Scale Industry
"NIT"	means Notice Inviting Tenders.
"NSIC"	means National small industries corporation
"PQB"	means Pre qualification bidding
"PSU"	means Public Sector Undertaking
"PVC"	means Price variation clause
"RC"	means Rate contract
"RR or R/R"	means Railway Receipt
"SBD" or "TD"	means Standard Bid Document / Tender Document
"SCC"	means Special Conditions of Contract
"SIT"	means Special Instructions to Tenderers
"BRBNMPL"	means Bharatiya Reserve Bank Note Mudran Private Limited
"SSI"	means Small Scale Industry
"ST"	means Sales Tax
"VAT"	means Value Added Tax

## 2. Application

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

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

### 2.3. Other Laws and Conditions that will govern the Contract:

Besides GCC and SCC following conditions and Laws will also be applicable and would be considered as part of the contract:

- i. Indian Contracts Act, 1872
- ii. Sale of Goods Act, 1930
- iii. Arbitration and Conciliation Act, 1996
- iv. Competition Act, 2002 as amended by Competition (Amendment Act), 2007
- v. Contractor's Tender Submissions including Revised Offer during Negotiations if any
- vi. Conditions in other parts of the Tender Documents
- vii. Correspondence including counter-offers if any; between the Contactor and BRBNMPL during the Tender Finalization
- viii. Notification of award and Contract Documents
- ix. Subsequent Amendments to the Contract

## 3. Use of contract documents and information

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

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

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

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

## 4. Patent Rights

**4.1.** The supplier shall, at all times, indemnify BRBNMPL, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against BRBNMPL, BRBNMPL shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to BRBNMPL.

## 5. Country of Origin

**5.1.** All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.

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

## 6. Performance Bond / Security

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

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

- a. Account Payee Demand Draft or Fixed Deposit Receipt drawn on any commercial bank in India, in favour of the same official of BRBNMPL as indicated in the clause 3 of NIT in reference to EMD.
- b. Bank Guarantee issued by a commercial bank in India, in the prescribed form as provided in section XV of this document.

- 6.3. In the event of any loss due to supplier's failure to fulfill its obligations in terms of the contract, the amount of the performance security shall be payable to BRBNMPL to compensate BRBNMPL for the same.
- 6.4. In the event of any amendment issued to the contract, the supplier shall, within twenty-one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 6.5. Subject to GCC sub-clause 6.3 above, BRBNMPL will release the performance security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.

**7. Technical Specifications and Standards**

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

**8. Packing and Marking**

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

**8.3. Packing instructions:**

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

- a) contract number and date
- b) brief description of goods including quantity
- c) packing list reference number
- d) country of origin of goods
- e) consignee's name and full address and
- f) supplier's name and address

**9. Inspection and Quality Control**

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

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

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

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

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

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

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

**10. Terms of Delivery**

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

**11. Transportation of Goods**

- 11.1. The supplier shall not arrange part-shipments and/ or transshipment without the express / prior written consent of BRBNMPL.
- 11.2. Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement: In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.

- 11.3. Shipping Arrangement for Foreign Contracts: In the case of FOB/FAS contracts, shipping arrangements shall be made by the Ministry of Shipping & Transport (Chartering Wing), New Delhi, INDIA, in accordance with details given in SBD Section XVIII. The Contractor shall give adequate, notice to the Forwarding Agents/Nominees about the readiness of the

cargo from time to time and at least six weeks' notice in advance of the required position for finalising the shipping arrangements. In the case of C&F contracts, the Contractor shall arrange shipment in accordance with the requirements of the Ministry of Shipping & Transport, New Delhi, INDIA, indicated in the same SBD section (as applicable).

## **12. Insurance:**

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

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

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

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

## **13. Spare parts**

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

- a) The spare parts as selected by BRBNMPL to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
- b) In case the production of the spare parts is discontinued:
  - i. sufficient advance notice to BRBNMPL before such discontinuation to provide adequate time to BRBNMPL to purchase the required spare parts etc., and
  - ii. immediately following such discontinuation, providing BRBNMPL, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by BRBNMPL.

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

## **14. Incidental services**

14.1. Subject to the stipulation, if any, in the SCC (Section-V) and the Technical Specification (Section — VII), the supplier

shall be required to perform any or all of the following services:

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

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

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

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

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

- (a) Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;
- (b) Packing list;
- (c) Insurance certificate;
- (d) Railway receipt / Consignment note;
- (e) Manufacturer's guarantee certificate and in-house inspection certificate;
- (f) Inspection certificate issued by BRBNMPL's inspector
- (g) Expected date of arrival of goods at destination and
- (h) Any other document(s), as and if specifically mentioned in the contract.

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

- (a) Clean on Board Airway Bill/Bill of Lading (B/L)
- (b) Original Invoice
- (c) Packing List
- (d) Certificate of Origin from Seller's Chamber of Commerce
- (e) Certificate of Quality and current manufacture from OEM
- (f) Dangerous Cargo Certificate, if any.
- (g) Insurance Policy of 110% if CIF/CIF contract.
- (h) Performance Bond / Warranty Certificate

## **16. Warranty**



- 16.1** The supplier warrants that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by BRBNMPL in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per BRBNMPL's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 16.2** This warranty shall remain valid for twelve months after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by BRBNMPL in terms of the contract or for fifteen months from the date of despatch from the supplier's premises for domestic goods (including goods already imported by the supplier under its own arrangement) or for eighteen months after the date of shipment from the port of loading in the source country for imported goods offered from abroad, whichever is earlier, unless specified otherwise in the SCC.
- 16.3.** In case of any claim arising out of this warranty, BRBNMPL shall promptly notify the same in writing to the supplier.
- 16.4.** Upon receipt of such notice, the supplier shall, with all reasonable speed (or within the period, if specified in the SCC), repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/ goods after providing their replacements and no claim, whatsoever shall lie on BRBNMPL for such replaced parts/ goods thereafter.
- 16.5.** In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/ replaced goods shall be extended to a further period of twelve months from the date such rectified / replaced goods starts functioning to the satisfaction of BRBNMPL.
- 16.6.** If the supplier, having been notified, fails to rectify / replace the defect(s) within a reasonable period (or within the period, if specified in the SCC), BRBNMPL may proceed to take such remedial action(s) as deemed fit by BRBNMPL, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which BRBNMPL may have against the supplier.
- 17. Assignment**
- 17.1.** The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with BRBNMPL's prior written permission.
- 18. Sub Contracts**
- 18.1.** The Supplier shall notify BRBNMPL in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.
- 18.2.** Sub contract shall be only for bought out items and sub-assemblies.
- 18.3.** Sub contracts shall also comply with the provisions of GCC Clause 5 ('Country of Origin').
- 19. Modification of contract**
- 19.1.** Once a contract has been concluded, the terms and conditions thereof will generally not be varied. However if necessary, BRBNMPL may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
- Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for BRBNMPL,
  - mode of packing,
  - incidental services to be provided by the supplier
  - mode of despatch,
  - place of delivery, and
  - any other area(s) of the contract, as felt necessary by BRBNMPL depending on the merits of the case.
- 19.2.** In the event of any such modification/ alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/ or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by BRBNMPL, the supplier shall convey its views to BRBNMPL within twenty one days from the date of the supplier's receipt of BRBNMPL's amendment / modification of the contract.
- 19.3. Option Clause:** By a suitable provision in the SCC, the Purchaser may reserve the right to increase the ordered quantity by 25% at any time, till final delivery date of the contract, by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of Delivery Period.
- 20. Prices**
- 20.1.** Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender or during negotiations, if any, and incorporated in the contract except for any price adjustment authorized in the SCC.
- 21. Taxes and Duties**
- 21.1.** Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to BRBNMPL.
- 21.2.** Further instruction, if any, shall be as provided in the SCC.
- 22. Terms and Mode of Payment:** Unless specified otherwise in SCC, the terms of payments would be as follows:
- 22.1.** Unless otherwise specified in SCC, usual payment term is 100% on receipt and acceptance of goods by the Purchaser 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 and Electronic Fund transfer (NEFT/RTGS) procedure.
- 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.
- 22.2.2.** Where the terms of delivery is CIF destination / delivery at site/FOR destination, usual payment term is 100% on receipt and acceptance of goods by the consignee 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 and balance
  - iii. 10% on successful installation and commissioning and acceptance by the user department
- (b) For a contract with terms of delivery as CIF destination/ Delivery at site/FOR destination
  - i. 90% on receipt and acceptance of goods by the consignee at destination and on production of all required documents by the supplier
  - ii. 10% on successful installation and commissioning and acceptance by the consignee.

**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 — 100 % net FOB/FAS price is to be paid against invoice, shipping documents, inspection certificate (where applicable), manufacturers' test certificate, etc.
- (b) Cases where Installation, Erection and Commissioning are the responsibility of the Supplier — 80% to 90% net FOB/FAS price (as specified in the SCC) will be paid against invoice, inspection certificate (where applicable), shipping documents etc. and balance within 21-30 days of successful installation and commissioning at the consignee's premises and acceptance by the consignee.
- (c) Payment of Agency Commission against FOB/FAS Contract — Entire 100% agency commission is generally paid in Indian Rupees after all other payments have been made to the supplier in terms of the contract.

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

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

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

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

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

- a) Original Invoice
- b) Packing List
- c) Certificate of country of origin of the goods from seller's Chamber of Commerce.
- d) Certificate of pre-dispatch inspection by

BRBNMPL's representative/ nominee

- e) Manufacturer's test certificate
- f) Performance/ Warrantee Bond
- g) Certificate of insurance
- h) Clean on Bill of lading/ Airway bill/ Rail receipt or any other dispatch document, issued by a government agency (like postal department) or an agency duly authorized by the concerned ministry/ department
- i) Consignee's Certificate confirming receipt and acceptance of goods
- j) Dangerous Cargo Certificate, if any, in case of imported goods.
- k) Any other document specified.

**22.9.** While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) 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, BRBNMPL's share out of such refund received by the supplier. 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 received copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:

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

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

### **23. Delay in the supplier's performance**

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

**23.2.** Subject to the provision under GGG 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:

imposition of liquidated damages,  
forfeiture of its performance security and  
Termination of the contract for default.

**23.3.** If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform BRBNMPL in writing about the same and its likely duration and make a request to BRBNMPL for

extension of the delivery schedule accordingly. On receiving the supplier's communication, BRBNMPL shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

- 23.4.** When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
- a) BRBNMPL shall recover from the supplier, under the provisions of the clause 24 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract
  - b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
  - c) But nevertheless, BRBNMPL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 23.5.** The supplier shall not despatch the goods after expiry of the delivery period. The supplier is required to apply to BRBNMPL for extension of delivery period and obtain the same before despatch. In case the supplier despatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against BRBNMPL.

#### **24. Liquidated damages**

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

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

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

connection with the contract must be returned by him. Final payment will be withheld if this is not done, besides any other sanction deemed fit by BRBNMPL.

#### **26. Termination for default**

- 26.1.** BRBNMPL, without prejudice to any other contractual rights and remedies available to it (BRBNMPL), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by BRBNMPL pursuant to GCC sub-clauses 23.3 and 23.4.
- 26.2.** In the event of BRBNMPL terminates the contract in whole or in part, pursuant to GCC sub-clause 26.1 above, BRBNMPL may procure goods and/ or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the supplier and the supplier shall be liable to BRBNMPL for the extra expenditure, if any, incurred by BRBNMPL for arranging such procurement.
- 26.3.** Unless otherwise instructed by BRBNMPL, the supplier shall continue to perform the contract to the extent not terminated.

#### **27. Termination for insolvency**

- 27.1.** If the supplier becomes bankrupt or otherwise insolvent, BRBNMPL reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to BRBNMPL.

#### **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 fulfill its contractual commitment and responsibility, BRBNMPL will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

#### **29. Termination for convenience**

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

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

a.to get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or

b. to cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

### **30. Governing language**

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

### **31. Notices**

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

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

### **32. Code of Ethics**

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

- (a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (b) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (c) "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non competitive levels; and
- (d) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

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

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

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

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

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

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

### **33. Resolution of disputes**

**33.1.** If dispute or difference of any kind shall arise between BRBNMPL and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty one days of its occurrence, then, unless otherwise provided in the SCC, either BRBNMPL or the supplier may seek recourse to settlement of disputes through arbitration as per The Arbitration and conciliation Act 1996 as per following clause.

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

### **34. Applicable Law**

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

of India.

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

**35. Secrecy**

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

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

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

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

Not applicable for this tender.

**Global Tender No.02/CO/GT/2019-20 dated July 17, 2019 – Manufacturing and supply of overprint varnish for Indian Banknote**

**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)

<b>S. No</b>	<b>GCC Clause No.</b>	<b>Topic</b>	<b>SCC Provision</b>
1.	8	Packing and Marking	List of Requirements (Section VI) also to be referred.
2.	9.1	Inspection and Quality Control	Cost involved in the Inspection of Goods will be borne by the supplier. However cost of Travel, Halting of the inspector will be borne by the Purchaser.
3.	9.3	Inspection and quality control	In case of rejection during pre-shipment inspection, an additional 30 days shall be provided for re-inspection without prejudice to the contract obligations and LD.
4	11	Transportation of Goods	No Change
5	12	Insurance	Clause 12.3 is applicable. BRBNMPL reserves the right to take the Insurance coverage directly. However the SELLER will be required to notify the Insurance agency notified by the Purchaser on shipment of every consignment.
6	12.4	Insurance	No Change
7	14	Incidental Services	Not Applicable
8	15	Distribution of Dispatch Documents for clearance / Receipt of Goods	No Change
9	15.2	Distribution of Dispatch Documents for clearance / Receipt of Goods	Not Applicable
10	16	Warranty Clause	No Change. Further explanations are given at the end of this table.
11	19.3	Option Clause	Applicable. <b>Repeat Order</b> :Purchaser reserves the right to procure up to 50% of the ordered quantity with the same terms and conditions of the tender as mutually agreed between the

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<b>S. No</b>	<b>GCC Clause No.</b>	<b>Topic</b>	<b>SCC Provision</b>
			supplier and the Purchaser. Repeat order quantity will be normally restricted to a maximum of 50% of last order quantity, in case where option clause has been availed of, total of both option and repeat order quantity shall not exceed 50% of the originally ordered quantity. This repeat order is placed within six (6) months from the date of last supply against previous order.
12	20.1	Price Adjustment Clause	No Change
13	21.2	Taxes and Duties	No Change
14	22, 22.1, 22.2, 22.3, 22.4, 22.6, 22.8	Terms and Mode of Payments	<p><b><i>For Indigenous/domestic Supplier :- 100% payment will be made after receipt and acceptance of items at respective places on F.O.R. Destination basis i.e. Door delivery to BRBNMPL, Mysuru and Salboni as per the quantities mentioned in the schedule subject to the submission of tax invoices and required documents.</i></b></p> <p><b><i>Foreign Supplier: 100% Payment will be made on receipt of material and after acceptance through Telegraphic Transfer(TT).</i></b></p>
15	24.1	Quantum of LD	No change
18	30.1	Governing Language	English only
19	33.1	Resolution of Disputes	No change.

**1. Warranty:**

The overprint varnish to be supplied in accordance with the tender terms and conditions and the order, complying in all respects throughout. In the event of any goods on receipt or at any time during printing of the currency notes being found not to be in accordance with Section VII: Technical Specifications, the Supplier will replace them free of cost within a period of 60 days from the date of intimating the supplier inclusive of all freight and handling charges and duties and taxes at the ultimate destination in India. In addition, the Purchaser will be entitled to recover from the supplier all losses and / or damages suffered as a result of the defective supply, apart from any other relief it may be entitled to in law or under the Contract.

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This warranty shall survive acceptance of goods and payment, but shall expire (except in respect of complaints notified to the Supplier within 90 days after the expiry of warranty period) till the completion of shelf-life period minimum 6 months from the date of manufacturing and minimum 4 months from date of delivery at ultimate destination and twelve months after post application i.e. after overprinting on the substrates for complying technical specification and test parameters (hereinafter to be referred as Warranty Period). In the event the Supplier fails to replace the defective goods within the Warranty Period, the Purchaser will have the right to terminate the contract forthwith and recover the damages from the Supplier including by invoking the security deposit. Purchaser at its discretion, may opt for invoking of Bank Guarantee and / or seek the reimbursement of amounts involved when the conditions do not permit the replacement of defective materials supplied. Failure of the successful bidder to comply with the technical specifications, in addition and without prejudice to all rights accrued in favour of the PURCHASER under law, entitle the PURCHASER to terminate the Contract, without incurring any liabilities.

**2. Foreclosure Clause**

If at any time during the continuation of this tender of purchase/import of material against this tender becomes impossible, as the purchase / import from the SELLER is prohibited/restricted including on account of Government of India decisions flowing from concerns of national security or due to drastic change in Government Policy, change in the indent of Reserve Bank of India or change in requirement on account of the material's use as raw material is declared hazardous to Public Health or gives rise to civil or political commotions or on account of strikes and 21 (twenty one) days' notice of such event is given by PURCHASER to the SELLER, the SELLER without any right to enforce the Agreement, shall agree to the fore-closure of performance of balance portion of this Agreement, in the event, the PURCHASER also gives notice of fore-closure and on such foreclosure notice no claim for damages or loss will be maintainable, lodged or made against the PURCHASER. Also SELLER will not claim any compensation from PURCHASER on account of any direct or indirect losses incurred by the SELLER.



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**3. Secrecy**

The Supplier and the Purchaser undertake not to reveal to any third party other than Government of India / Reserve Bank of India, any information or knowledge concern, the parties hereto, their activities or business, which the Supplier and the Purchaser have received by virtue under the Contract.

The Supplier shall have to submit duly signed and stamped confidentiality statement as under-

“The information contained in the Tender Document / Contract will not, in whole or in part be reproduced, transferred to other documents / electronic media or disclosed to others at any point of time, without the prior written consent of the Purchaser”.

**4. Inspection and Quality Control**

The Purchaser has the right to carry out a pre-shipment inspection, in accordance with Clause 9 of the GCC. The SOP and formats for pre-shipment inspection shall be provided by PURCHASER. Also, at the Purchaser’s sole discretion such a pre-shipment inspection can be waived. However, in case of Purchaser’s delay of more than 30 days from the date on which supplier has offered the Goods for pre-shipment inspection, such a pre-shipment inspection waiver will be deemed to have been given by the Purchaser and the goods qualify for dispatch.

**5. Termination – Default by the supplier**

If the Supplier defaults in carrying out any of the terms, conditions, covenants or obligations of the contract, the Purchaser may give notice of default to the Supplier and request the Supplier to cure such default within 90 (ninety) days of receipt of said notice of default. Should the Supplier not cure the default within the said period, the Purchaser may, within 90 (ninety) days, terminate the whole or any part of the Contract and will also be entitled to claim damages of this Contract for the loss incurred. In such event, the Supplier shall not be entitled to the payment of charges on any account or any portion thereof with respect to any of the work not completed by the Supplier in accordance with the terms of the Contract at the time of the said notice in writing to the Supplier. Upon termination of the Contract under this clause, the Purchaser shall require the Supplier to deliver to the Purchaser any finished work meeting contract specifications which has not been delivered prior to such termination. The

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Purchaser, however, shall pay the Supplier for all such finished work delivered and accepted.

**6. Signing of the contract**

On the Tender being accepted by the Purchaser, a formal Contract is required to be signed and executed by and between the Purchaser and the successful Tenderer within a time frame fixed by the Purchaser. All costs and charges incidental to the acceptance and execution of the said Contract shall, so far as they are incurred in India, be borne by the Purchaser and those incurred in the Supplier's country shall be borne by the Supplier.

**7. Severability**

If any provision or if any part of any provision of this Contract is found to be unenforceable, illegal or contrary to public policy by a court of competent jurisdiction, the parties agree that this Contract shall remain in full force and effect except for such provision or part of any such provision held to be unenforceable.

**8. Continuing Obligations: Survival**

Notwithstanding anything to the contrary contained in this Contract or any related documents, termination or expiration of this Contract for any reason shall not relieve either Party of its obligations with respect to the Secrecy and Exclusivity of Information as set forth and shall not relieve either Party from any obligation that expressly or by implication survives termination, and expiration or cancellation of these terms.

**9. Waiver of Breach:**

The failure, with or without intent, of the Purchaser hereto to insist upon the performance (in strict conformity with the literal requirements) by the Supplier, of any term or stipulation of the Contract, shall not be treated as, or be deemed to constitute, a modification of any terms or stipulations of the Contract. Nor shall such failure or election be deemed to constitute a waiver of the right of the Purchaser, at anytime whatsoever thereafter, to insist upon performance by the other, strictly in accordance with any terms or provisions hereof. All terms, conditions and obligations under this Contract shall remain in full force and effect at all times during the subsistence of the Contract except where otherwise amended or modified by mutual written consent.

**10. Penalty:**

If the Supplier fails to adhere strictly to the terms and conditions of this Tender Contract,

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including but not limited to the quality of the Overprint Varnish and its security, Supplier recognizes that substantial or irreparable loss and damages will be caused to the security, economy and sovereignty of India and to the Purchaser, hence the Purchaser will be entitled to levy as penalty and not as liquidated damages a sum to the extent of the entire financial of 10% (ten percent) of the Contract value.

**11. Risk Purchase Clause**

If the Supplier after submission of Tender and due acceptance of the same, i.e. after placement of Letter of Intent fails to abide by the terms and conditions of these Tender Documents, or fails to supply the material as per delivery schedule given or at anytime repudiates the contract, the Purchaser will have the right to:

(i) Enforce the bank guarantee for Earnest Money and (ii) Invoke the Security Deposit - cum - Performance Guarantee if deposited by the Supplier and procure the stores from other agencies at the risk and consequence of the Supplier. The cost difference between the alternative arrangement and Supplier tendered value will be recovered from the Supplier alongwith other incidental charges.

For all purposes, the Letter of Intent will be considered as acceptance of Tender and binding contract, pending signing of formal Contract. Supplier has to abide by all the terms and conditions of Tender.

In case of procurement through alternative sources and if procurement price is lower, no benefit on this account will be passed on to the Supplier.

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**Section VI: List of Requirements**

Schedule No.	Brief Description of Material	Quantity	Earnest Money INR	Remarks
1	Overprint varnish for Indian Banknotes	60,000 Kg	52,00,000	

- 1. Scope of Supply:** Scope of Supply shall include manufacturing and supply of overprint varnish complying to all the technical specifications as indicated in Section VII and the price quoted in price bid for the above supply.
- 2. Tenderer shall also ensure to give the following information / details in the TECHNICAL BID (PART I)TENDER:**
  - (a)** Complete tender document duly signed and sealed as a token of acceptance.
  - (b)** Undertaking in writing for acceptance of Technical Specifications.as prescribed in Section VII
  - (c)** The Tenderer shall also satisfy the Purchaser that he is competent and legally authorized to submit the Tender and / or to enter into a legally binding contract with the Purchaser. Power of Attorney / authorization with the seal of the Company, for the person signing the Tender Documents shall also be submitted.
  - (d)** The Tenderer shall clearly indicate in the TECHNICAL TENDER if any patent or other proprietary rights are involved for the item or special features in the manufacturing technology of the Overprint Varnish as specified and if so whether the Tenderer has unlimited legal rights to deal with them/use them. The Tenderer shall completely indemnify and hold harmless the Purchaser from and against any claims of infringement of any patent from any source. The abuse of patent rights resulting in cartel formation could lead to permanent disqualification of the Tenderer. The Purchaser reserves the right to take such action as deemed fit over the same, without assigning any reason thereof.
  - (e)** Pre-production sample : The sample will be sought from the successful bidder for Evaluation of sample by Lab test and Print trials. Pre-production sample should be supplied within 15 days by air-shipment from date of LOI.

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**3. PRICE BID (PART II)**

Shall Contain prices both in figures and words with detailed break-up price along with unit rate as per format in Section XI: Price Schedule and consist of commercial package including all terms and conditions.

**4. Delivery Requirement:**

(f) Time is the essence of the Contract in terms of Schedule of supply and its completion. The sample will be sought from the successful bidder for Evaluation of sample by Lab test and Print trials. Pre-production sample should be supplied within 15 days by air-shipment from date of LOI.

Bulk Shipment shall commence within 30 (Thirty) days from the date of approval of pre-production sample. The Tenderer shall supply Overprint Varnish as per the delivery schedule(s) which will be given in the supply order by the purchaser. The supplier shall ensure while arranging for delivery that the overprint varnish shall have minimum 4 months of shelf-life from the date of delivery at ultimate destination. The purchaser reserves the right to accept the preponement of delivery on request of the successful bidder. The purchaser also reserves the right to revise the delivery schedule as per the requirement.

Failure to meet the supply of overprint varnish as per delivery schedule agreed and/or within the completion time, will entitle BRBNMPL to claim liquidated damages from the Tenderer/supplier and terminate the contract forthwith for repeated delays.

**5. Notice on behalf of Purchaser**

a. Notice and certificate on behalf of the Purchaser in connection with the Contract, may be given by duly authorized representative of the Purchaser whose name shall have been previously communicated in writing to the Tenderer.

b. Any modification, which may become necessary in the interim period, will be intimated to the Tenderer as soon as possible.

**6. Terms of Delivery:**

**For Foreign Suppliers:** The Supplier shall deliver overprint varnish, DDP BRBNMPL, Mysuru /Salboni basis duly booked to destinations as specified in the Contract and as per the delivery schedule indicated therein.

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**For Indian Suppliers:** The Supplier shall deliver overprint varnish, F.O.R. BRBNMPL, Mysuru /Salboni basis duly booked to destinations as specified in the Contract and as per the delivery schedule indicated therein

**7. Destination Seaport for Foreign Suppliers:**

- a. Chennai Seaport for BRBNMPL, Mysuru
- b. Kolkata seaport for BRBNMPL, Salboni.

**8. Destination Airport (Optional) for Foreign Suppliers**

- a. Bengaluru Airport for BRBNMPL, Mysuru
- b. Kolkata Airport for BRBNMPL, Salboni.

**9. Ultimate Consignee:** The General Manager, BRBNMPL, Mysuru & BRBNMPL, Salboni

**MARKING OF CONTAINERS:**

**Consignee** : The General Manager, Bharatiya Reserve Bank Note Mudran Private Limited, Note Mudran Nagar, MYSURU - 570 003, India

**OR**

The General Manager, Bharatiya Reserve Bank Note Mudran Private Limited, Salboni – 721 132, Midnapore (West) District, West Bengal, India

## **Section VII: Technical Specifications & Section VIII: Quality Control Requirements**

### **TECHNICAL SPECIFICATIONS:**

The overprint varnish is required for varnish coating over the Offset and Intaglio Printed Indian Banknotes made out of 100% rag content Cylinder Mould Vat made Water marked Bank Note Paper or any other substrate. The required overprint varnish shall be suitable for processing varnish coating under following conditions:

Machine : KBA Notasys, Numeroprotecta.

Speed : 10000 Sheets per hour

Anilox Roller : 160 lines/cm

Maximum output of UV lamp: 188 W/cm

The Printing Halls are provided with necessary facilities of controlling relative humidity and temperature normally recommended for storage of paper as well as for printing and processing of banknote.

#### **A. Technical Specification:**

1. The UV curable post print varnish shall be suitable for coating on observe and reverse side of bank notes (2 to 2.5GSM) each side
2. Viscosity of varnish shall be 70+/- 10 seconds at 23 Deg C  $\pm$ 2 Deg C according to DIN 53211 with a 4mm –cup.
3. Varnish shall be colourless liquid
4. Type of varnish shall be Cationic.
5. Finish of varnish shall be a MATT suitable for banknote protection.
6. It shall be suitable for faster curing to ensure operational efficiency and the coated sheets should be free from set-off.
7. It shall be suitable for application through flexographic.
8. Varnish shall exhibit Excellent Adhesion, excellent water, oil, human perspiration and dust repellence, Abrasion Resistance, Scratch Resistance and Chemical Resistance.
9. Varnish shall be Environment Friendly and suitable for Indian Health and Safety standards.
10. Varnish should be non-hazardous and environmental friendly during the entire life cycle of banknote.
11. Varnish should not generate uncured residues and should not cause any skin irritation
12. Varnish shall not contain water.

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13. Gloss level n°1 shall be < 15GU @60°.
14. Varnish coating on the top surface of the banknotes (on obverse and reverse sides) should not have any impact on design, colour and security features of the banknotes. It also should not affect the colour and performance of Offset, Intaglio and Numbering inks printed on the banknotes.
15. Varnish coating should not have impact on intaglio tactility which is a key feel feature in banknotes.
16. Varnish coating should not result in brittleness of Banknotes.
17. Varnish coating shall improve the physical and chemical resistance properties of banknotes.
18. The dried coating should be non-fluorescent under UV light (245/365nm)
19. Varnish shall have a shelf life of at least 6 months.

**B. Performance on the varnish coating machine:**

1. Varnish shall stay fresh on machines and shall be flexible enough to ensure homogenous coverage, stable rheology on the press to enable smooth printing/coating.
2. Varnish should not generate any fumes which will cause operational inconvenience while using on the machine.
3. Varnish should be free from odour.
4. Varnish should not cause foaming on the reservoir/duct.
5. Varnish should be easy to clean on the coating/varnishing machines.

**C. Specification to be checked on receipt of Material:**

The varnish shall be checked visually for colour, odour etc. The viscosity of the varnish shall be measured.



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**D. Laboratory test for soiling index, physical and chemical resistance properties of overprint varnish on the banknotes after drying.**

Sl	Test	Standard	Equipment	Procedure	Threshold values
1	Circulation Simulation Test (CS)	Internal	Circulation Simulation apparatus, Document examiner	Varnished & unvarnished samples with artificial soil materials are placed in a rotating tumbler with clockwise & anti-clockwise rotation for 3 cycles (each cycle is 30 min duration). Difference in Values of before & after tests are recorded for Weight, Total Area, Perimeter, Lux, Deflection, Delta E, Density, Reflectance & porosity.	Physical, Surface & Optical parameters are measured and recorded. On evaluation Soil Index (degradation) of varnished samples should be less than 25% compared to unvarnished samples at the end of 3 <sup>rd</sup> cycle. Internal standards for Circulation simulation adopted by the Paper testing lab of BRBNMPL, Mysuru will be used for the purpose.
2	Applied Grammage	ISO 536	Digital grammage tester	The GSM of unvarnished samples are measured on GSM tester and the same sample is coated with varnish. The sample is tested again on GSM tester and the increase in GSM is measured.	Suitability of the varnish (2-2.5 GSM) for coating on obverse & reverse sides of the bank notes will be verified during the machine trials.
3	Uniformity of varnish coating	Internal	Document examiner	The Samples (varnished notes) are placed in Document examiner and visually examined for undulations, patches, etc.	Relative visual evaluation of varnished & unvarnished samples.
4	Gloss	ASTM D523/ISO 2813	Gloss Meter.	Gloss $\leq$ 15 GU @ 60°	Gloss $\leq$ 15 GU @ 60°
5	Curing of the varnish	ASTM D7514	Highlighter pen testing kit.	Highlighter Pen test: Highlighter pen stains are made on cured varnish notes and then wiped off. No stains are observed if the varnish coating is fully cured.	No stains.
		ASTM D 4752	Acetone	Acetone test: Fresh varnished samples are treated with Acetone. Uncured UV varnish will dissolve in acetone, whereas polymerized UV varnish will remain unaffected.	No effect.
		ASTM D	Clear	Tape test: After the tape is	No distortion.

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Sl	Test	Standard	Equipment	Procedure	Threshold values
		3359	adhesive tape.	affixed to the varnished sample and peeled off, the grid area is manually examined for any distortion of surface deposition.	
6	Set-Off	Internal	—	The reverse side of varnished sheets in the stack is manually examined for any set-off.	Visual examination.
7	Porometric test	Internal	Porometric testing kit Black ink	Black ink (2ml) is applied on the unprinted part of varnished notes. Immediately after a standard weight (485±5 gms) with a dia of around 25±3 mm is applied for 30 sec and the ink is wiped off. After 24 hrs, the difference in the porometric properties (optical density) is measured.	After porometric test, Optical density of varnished samples should be at least 75% less than the Optical density of unvarnished samples.
8	Ink test	Internal	Fountain (Camlin) Ink	The unvarnished and varnished samples are dipped in 40% ink solution for 30 seconds. The samples are wiped with wet and then dry cloth. The adherence of the ink on the surface is measured.	The area of ink absorption on varnished note should be less than that of unvarnished note. Visual examination.
9	Coffee stain test	Internal	Spectrophotometer, ink filler	Solution of 2 gms of coffee powder mixed with 15ml of water forming into strong coffee decoction is poured on to the sample. Duration of the test is 30 min. Value of color co-ordinates (L * a * b) of the sample before and after test is noted down. Difference in the value of color co-ordinates is recorded.	ΔE value of varnished samples (before & after test) should be at least 75% less than ΔE value of unvarnished samples (before & after test).
10	COBB water absorbency test	ISO-535	COBB tester	Test piece with internal cross sectional area of 100cm <sup>2</sup> is placed on the tester with water and clamped. The test pieces are tested for top side and wire side. Absorption time is 60 seconds. The difference between initial weight & final weight will result in COBB value.	COBB value of varnished samples should be 25% less than COBB value of unvarnished samples.
10 A	Oil penetration test	Internal	Oil penetration tester	A drop of oil is allowed from the burette on to the roller which is rolled on to the clamped note piece. The time required for the note to turn translucent due to oil penetration is measured.	Varnished note should not become translucent up to 3 min (180 Sec)

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<b>Sl</b>	<b>Test</b>	<b>Standard</b>	<b>Equipment</b>	<b>Procedure</b>	<b>Threshold values</b>
11	Evaluation of impact on security feature design	Internal	Document examiner	The varnished note samples are placed under the Document examiner and all the security features are evaluated under normal, transmitted, angular & UV lights	There should not be any changes in the effectiveness of the security features on visual evaluation after varnishing.
12	Chemical Resistance	Internal	Chemicals, Document examiner	Varnished & unvarnished samples are exposed to different Chemicals as per Table 1. Value of color co-ordinates (L*a*b) of the sample before and after the test is noted down. Difference in the value of color co-ordinates is recorded.	A minimum rating of 4 on a scale of 1-5. (Refer Table 1 for list of chemicals and Table 2 for rating)
13	Physical Resistance	ISO-1924-2	Twin folding endurance tester	Note samples cut into 15mm width * 100mm length is clamped in the tester at ambient conditions of 23°C & RH 50%. Ability of the varnished samples to maintain its physical strength when subjected to repeated folding.	Number of double folds of varnished notes should not deteriorate compared to unvarnished notes.
14	Crumpling Resistance	ISO-5626	Crumpler, Document examiner	After crumpling, change in physical properties of Varnished samples are verified.	A minimum rating of 4 on a scale of 1-5. (Refer Table 3). Visual examination.
15	Rub & Abrasion	ASTM D 5624	Ink rubbing tester, Document examiner	Loss of ink due to rubbing is checked for every 250 cycles up to 1000 cycles.	A minimum rating of 4 on a scale of 1-5. (Refer Table 2). Visual examination
16	Light Fastness	ISO-105-B	Light fastness tester, data analyzing kit	The samples must withstand light fastness comparable to blue wool scale defined.	Should not deteriorate compared to unvarnished notes.
17	Laundry	Internal	Washing machine, Ariel detergent (30g), Document examiner	The samples are subject to washing machine test and visually examined for print distortion.	A minimum rating of 4 on a scale of 1-5. (Refer Table 2). Visual examination

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**Table 1:**

<b>Sl no.</b>	<b>Name of the Chemical</b>	<b>Time &amp; Temperature</b>
01	Ethanol	30 mins at 25° C
02	Ethyl Acetate	30 mins at 25° C
03	Trichloroethylene	30 mins at 25° C
04	Xylene	30 mins at 25° C
05	Acetone	05 mins at 25° C
06	Tetrachloroethylene	30 mins at 25° C
07	5% Hydrochloric Acid	30 mins at 25° C
08	2% Sulphuric Acid	30 mins at 25° C
09	20% Acetic Acid	30 mins at 25° C
10	10% Soap Solution	30 mins at 80-85° C
11	20% Bleach Solution (8.5% Sodium Hypochlorite)	20 mins at 25° C

**Table 2:**

Rating Scale (1-5):

<b>Rating</b>	<b>Chemical test/ Rub test/ Laundry test</b>
5	Indicates no visible damage to colour & glitter, transfer, bleeding of ink in varnished samples ( less than 5%)
4	Indicates slight change in the colour & glitter (5-25%)
3	Indicates minor change in the colour & glitter (25-50%)
2	Indicates significant change in the colour & glitter (50-95%)
1	Indicates colour disappearance (less than 5% remaining)

**Table 3:**

Rating Scale (1-5):

<b>Rating</b>	<b>Crumpling test</b>
5	Cracking & splitting (< 5%)
4	Cracking & splitting (5-25%)
3	Cracking & splitting (25-50%)
2	Cracking & splitting (50-95%)
1	Cracking & splitting (>95%)

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**E. Tender Stipulations**

1. Technical support/training during application of varnish in the machine shall be provided by the successful bidder at both the Locations of BRBNMPL, Mysuru & Salboni.
2. Bidder firm should provide Material Safety Data Sheets (MSDS) of the offered product.
3. Each lot supplied should have Quality Control Certificate giving details of parameters tested.
4. Prospective bidders shall comply with the feature specifications and submit a "Specification Compliance Certificate" with their Technical Bid along with the test certificates.

**F. Health and safety requirements:**

The varnish shall meet the standards of health and safety regulations prescribed by the appropriate Indian/Global agencies and the bidder/s shall submit a certificate to this effect. The varnish while in continuous use on machines shall not pose any health hazards to the personnel either to their eyes or skin or to any internal organs or to the functions of the body in any way and the bidder shall submit a certificate to this effect. The varnish shall not emit any volatile or odour which would be harmful to health of the employee while working on machines and the manufacturer shall submit a certificate to this effect. The bidder shall indicate the shelf life and storing conditions.

**G. Packing and Labelling:**

1. Varnish should be properly vacuum packed in containers.
2. The container should be pasted with label giving following details:
  - a. Manufacturer's Name
  - b. Colour:
  - c. Gross Weight:
  - d. Net Weight:
  - e. Batch No.:
  - f. Date of Manufacture
3. All the containers should be further packed in suitable sound wooden/cardboard packing cases to withstand air/rail/road/sea journey and rough handling during loading/unloading and should be suitable for stacking during storage. Varnish not supplied in standard packing as indicated above is liable for rejection. The packing material should be free from termite, white ants, and similar insects.

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**Section IX: Qualification/Eligibility Criteria**

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.

Sl. No	Item Categories	i) Non-Security Items																								
1	<b>Experience &amp; Past Performance</b>	<p>Bidder Firm should have manufactured and supplied in any one year during the last five years- at least 18000 KGs of Overprint varnish suitable for banknote. Bidders should submit the copies of purchase/supply orders and tax invoices in support of experience &amp; Past performance.</p> <p>In case of Indian manufacturers ‘Bidder should have manufactured and supplied in any one year during last five years at least 6000 kgs of overprint varnish suitable for banknotes’.</p>																								
2	<b>Capability &amp; Capacity – Equipment &amp; Manufacturing facilities</b>	<p>The Bidder firm must have capacity to manufacture and supply at least 60,000 kgs of the Overprint varnish within 4 months. Verifiable evidence like details of manufacturing facility, list of equipment with capacity or proof of past supply. BRBNMPL reserves right to visit the manufacturing facility to verify the claim of bidder.</p>																								
3	<b>Financial Standing</b>	<p>Average Annual Turnover of the Bidder firm during last three years should be more than Rs.7,80,00,000 Or its equivalent foreign currency. For Indian manufacturer, Annual Turnover criteria will be relaxed. However, Indian bidders should qualify in terms of profit &amp; networth criteria as mentioned below</p> <p>Bidder Firm should not have suffered any financial loss for more than one year during the last three years</p> <p>The networth of the firm should not have eroded by more than 30% in the last three years and should have positive networth.</p> <p>The bidders should enclose certified audited balance sheets, financial statement, Profit &amp; Loss Accounts and below mentioned details certified by CA/CPA.</p> <table border="1"> <thead> <tr> <th>Sr.No.</th> <th>Year</th> <th>Annual Turnover</th> <th>Profit/Loss</th> <th>Net worth</th> <th>Remarks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>2016-17 or 2016</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td>2017-18 or 2017</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td>2018-19 or 2018</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Signature of CA/CPA Name:</p>	Sr.No.	Year	Annual Turnover	Profit/Loss	Net worth	Remarks	1	2016-17 or 2016					2	2017-18 or 2017					3	2018-19 or 2018				
Sr.No.	Year	Annual Turnover	Profit/Loss	Net worth	Remarks																					
1	2016-17 or 2016																									
2	2017-18 or 2017																									
3	2018-19 or 2018																									

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		Name of Firm: Reg. No. of firm: Membership No.: Place : Date:
<b>4</b>	<b>Preference to make in India</b>	The provisions of the public procurement (preference to make in India) order 2017 dated June 15, 2017 by the department of Industrial Policy and promotion (DIPP), GOI vide circular reference No.P-45021/2/2017 BE-II shall apply to the extent possible.

Note:

**Financial Loss:** For the purpose of analysing financial loss, the profit before depreciation and tax (PBDT) will be considered. In case the bidder suffers a PBDT loss then the Earnings before Interest, Taxes, Depreciation and Amortization (EBIDTA) will be considered for analysis. In case the bidder suffers financial loss in both the scenario the bidder will be allowed to take the financial support from the Holding / Parent Company for qualifying in the criteria. However, the bidder is required to qualify in all other criteria as specified in the tender.

**Net worth:** For the purpose of financial analysis of net worth, if the bidder is not qualifying in the criteria, then the bidder will be allowed to take the financial support from the Holding / Parent Company for qualifying in the criteria. However, the bidder is required to qualify in all other criteria as specified in the tender.

- (i) The tenderer needs to agree to all essential conditions specifically incorporated in this tender enquiry. Some of the salient requirements are as under -
- a) Bidder shall ensure that no Price indication in the Technical Bid is made as the same shall be summarily rejected.
  - b) The Bidder should give the complete details of the addresses, capacities and locations of their production facilities for manufacturing overprint varnish.
  - c) Bidder shall comply with the Scope of work & Delivery Schedule – As per Section VI – List of Requirements.
  - d) Pre-contract integrity pact duly filled, signed with date and stamped by authorized signatory should be submitted along with technical bid
  - e) Bidder shall provide clause wise compliance commentary for the scope explained in list of Requirements (Section VI) and technical specifications indicated in Section VII (or) give undertaking for agreeing with list of

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Requirements (Section VI) and technical specifications indicated in Section VII

- f) The bidder shall ensure that all pages of tender document are duly filled, signed by authorized signatory and sealed for having read and understood all terms and conditions of the tender document.
- g) Bidder shall confirm that the Tender validity is given as in the SIT.
- h) BRBNMPL will be entitled to seek additional documents / information from any Bidder at any point in time as deems fit.

**(ii) Conditions under which Tenders can be declared Unresponsive:**

All the tenders so received will first be scrutinized by the Tender Evaluation Committee to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document and to identify the unresponsive tenders, if any. The tenderers, who do not meet the basic requirements, are to be treated as unresponsive and ignored. The following are the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny:

- 1 EMD is not submitted along with the tender
- 2 The bidder shall provide the undertaking for acceptance of the condition explained in “Evaluation Criteria” failing which the bid will be summarily rejected.
- 3 The tender is unsigned.
- 4 The Tenderer is not eligible as per qualification criteria
- 5 The tender validity is shorter than the required period (120 Days).
- 6 Tenderer has not agreed to give the required performance security.
- 7 The goods quoted are sub-standard, not meeting the required specification etc.
- 8 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.
- 9 The Tenderer has not agreed to some essential condition(s) incorporated in the tender enquiry.(Example: Some such important essential conditions are 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.)

**(iii) Bidder shall submit the following declarations / undertakings along with tender application.**



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- a. The signatory is competent and legally authorized to submit the tender and / or to enter into legally binding contract.
- b. A declaration that the Bidder is not in the list of blacklisted /debarred firms of any Government Agency anywhere in the world.
- c. Undertaking that the bidder is accepting all the terms and conditions of this tender and abides by it without any counter conditions.
- d. Undertaking that the information given in the documents is correct and the Bidder is aware that any information provided is found to be false at a later stage BRBNMPL reserves the right to reject / disqualify the Bidder at any stage of the tendering process without assigning any reason.
- e. A self-declaration that no agents are engaged or proposed to be engaged for participation in this tender.
- f. The Company/firm/organization undertakes not to reveal the information in the tender documents to any third party.
- g. A duly signed and stamped confidentiality statement as given below is to be furnished-

“The information(s) contained in the tender document will not, in whole or in part be reproduced, transferred to other documents /electronic media or disclosed to others without written consent”.

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**Section X: Tender Form**

Date .....

To

.....

(complete address of BRBNMPL

Ref: Your Tender document No. .... dated .....

We, the undersigned have examined the above mentioned tender enquiry document, including amendment No. -----, dated \_\_\_\_\_ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver ..... (description of goods and services) in conformity with your above referred document for the price details as shown in the price schedule(s), attached herewith and made part of this tender.

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

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

We agree to keep our tender valid for acceptance for a period up to as required in the GIT clause 19, read with modification, if any in Section-III — "Special Instructions to Tenderers" or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_

For & on behalf of

(Signature with date)

(Name and designation)

Duly authorized to sign tender for and on behalf of

.....

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**Section XI: Price Schedule**

**Manufacturing and Supply of overprint varnish for Indian banknote**

- The bidder shall ensure that Price Schedule is kept in separate sealed envelope/s inside the main envelope as Part II –Price Bid.
- Bidder should quote the prices preferably in Indian Rupees. In case if the bidder quotes in other currency, 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 selling exchange rates established by the State Bank of India for similar transactions, as on the date of tender opening for L1 determination. In case of any bank holiday, the previous day’s closing price will be considered.
- The Tenderer (Foreign) shall quote the price as per the details mentioned below (for sea freight):

**a. For Foreign Bidder in (Currency must be mentioned in figures in each column and in words for total amount)**

Sl No	Description HSN code_____	Quantity (kg)	FOB price per Kg.	Freight charge per kg	Insurance Charge per kg	CIF Chennai / Kolkata seaport per kg	Customs duty and GST	Clearing & forwarding charges & Inland Transport charges per kg	Total Price (DDP BRBNMPL Mysuru/Salboni) all inclusive per kg	Total Amount (DDP BRBNMPL Mysuru/Salboni)
A	B	C	D	E	F	G=D+E+F	H	I	J=G+H+I	K=C x J
1	Overprint Varnish (As per the specification given in Section VII)	60,000								
<b>TOTAL AMOUNT in words :</b>										

**b. For Indian Bidders (in INR only)**

Sl No	Description HSN code_____	Quantity (kg)	Basic price per Kg. Rs.	P&F, Freight. Insurance, other charges etc. Rs.	GST@__% Rs.	Total Price (F.O.R. BRBNMPL Mysuru/Salboni ) per kg (Rs.) G = D + E +F	Total amount (F.O.R. BRBNMPL Mysuru/Salboni ) Rs. H = C * G
A	B	C	D	E	F	G = D + E +F	H = C * G
1	Overprint Varnish (As per the specification given in Section VII)	60,000					
<b>TOTAL AMOUNT in words :(Rupees</b>							

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**Note:**

1. **In case of foreign bidders:** The L1 price will be decided on DDP BRBNMPL Mysuru /Salboni basis / Door Delivery to Mysuru /Salboni basis (as at column 3 a(K)).
2. **In case of Indian bidders:** The L1 price will be decided on F.O.R. BRBNMPL Mysuru /Salboni basis / Door Delivery to Mysuru /Salboni basis (as at column 3 b(H)).
3. **In case of comparison of price between Foreign and Indian Bidders:** Total DDP amount as mentioned column 3 a (k) of foreign bidders will be converted into INR to arrive F.O.R. BRBNMPL Mysuru/Salboni price in INR (Indian Rupees for the purpose of equitable comparison and evaluation, as per the Bill selling exchange rates established by the State Bank of India for similar transactions, as on the date of opening of price bid for L1 determination. In case of any bank holiday, the previous working day's closing price will be considered)
4. This tender is subject to the guidelines issued by Department of Industrial Policy and Promotion vide their Order No.P-45021/2/2017-B.E-II dated 15<sup>th</sup> June ,2017 for “Make in India” , wherever applicable.

**We confirm that there would not be any price escalation during the contract period. We also confirm that we will abide by all the tender terms and conditions of tender.**

**(Authorized signatory with name and date)**

**Office Seal/Stamp**

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**Section –XII**

**Technical Bid / Questionnaire**

The Tenderer should furnish specific answers to all the questions/ issues mentioned below. In case a question / issue do not apply to a tenderer, the same should be answered with the remark “ not applicable”.

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

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

Sr.No.	Query	Bidder's Reponse
1	Brief description of goods and services offered:	
2	Offer is valid for acceptance up to	Date of opening of Tender + 120 days
3	Name & Address of the firm along with email and contact numbers of contact person	
4	Status of firm(Proprietor/Partnership/Regd. Company / Limited/Pvt Ltd/Co-op. Society)	
5	Your permanent Income Tax A/ C No. as allotted by the Income Tax Authority of Government of India (Please attach certified copy of your latest/ current Income Tax clearance certificate issued by the above authority. Also submit copy of GST registration certificate as allotted by the Commercial Tax Authority of the concerned State)	PAN. _____ GST _____
6	Are you currently registered with the Directorate General of Supplies & Disposals (DGS&D), New Delhi, and/ or the National Small Industries Corporation (NSIC), New Delhi, and/ or the present BRBNMPL and/ or the Directorate of Industries of the concerned State Government for the goods quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit imposed on your registration	
7	Are you currently registered under the	

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	Indian Companies Act, 1956 or any other similar Act? (Please attach certified copy(s) of your registration status etc. in case your answer(s) to above queries is in affirmative.)	
8	Please indicate name / full address of your Banker and details of Account No(s)/IFSC Code and enclose a cancelled cheque:-	
9	Please state whether business dealings with you currently stand suspended/ banned by any Ministry / Deptt. of Government of India or by any State Govt	
10	Whether EMD of Rs._____/ - & cost of tender form Rs.____-- submitted along with technical bid(Part I)?	Instrument No.____ date:____ amount:_____
11	Whether Delivery schedule as mentioned in tender accepted?	Accepted/Not accepted
12	Whether Payment terms as mentioned in the tender accepted?	Accepted/Not accepted
13	Whether Performance Security Clause as mentioned in the tender accepted?	Accepted/Not accepted
14	Whether Liquidated Damage clause as mentioned in the tender accepted	Accepted/Not accepted
15	Whether Warranty clause as mentioned in the tender accepted?	Accepted/Not accepted
16	We M/s _____ accept all the terms and conditions mentioned in the tender unconditionally and we don't have any counter conditions.	
17	We M/s _____ confirm that we are the original manufacturer of the overprint varnish and we submit our offer directly, as the original manufacturer of the item, for manufacturing and supply as mentioned in the tender.	

**Seal /Signature of the bidder**

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Sl. No	Section	Description	Offer from the Bidders	Deviations ,if any
1	General (NIT, Section I to V)	Tender document are duly filled, signed by authorized signatory and sealed for having read and understood all terms and conditions of the tender document.	Signed and submitted	Yes /No
2	Section VI	List of requirement	Read and agreed. Signed and submitted	Yes /No
		Delivery requirement and terms of delivery	Agreed	Yes /No
3	Section VII & VIII	Specification and quality control	Agreed to manufacture and supply as per the specification given. Compliance statement signed and submitted	Yes/No
		Provision of “Make in India” wherever applicable.	Noted	Yes/No
4	Section IX	Qualification/Eligibility Criteria	Signed and submitted. Supportive documents as mentioned in this sections are attached.	Yes /No
5	Section X, XII, Section XIV, Section XVII, Section XIX	Tender Form, Questionnaire, Manufacturer’s authorization, letter of authority for attending bid opening, ECS mandate form (part of contract form)	Duly filled, signed, stamped by authorized signatory and submitted	Yes /No
6	Section XIII, Section	Bank Guarantee	Signed and	Yes /No

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	XV, Section XVI, Section XVIII	Form for EMD – Applicable only for overseas bidders, Bank Guarantee Form for Performance Security, Contract form, Shipping Arrangements for Liner Cargoes	submitted.	
7	Section XI	Price Schedule	Filled, signed and Submitted in separate envelope as per the prescribed format	Yes /No
8	Section XX	Pre-Contract Integrity Pact	Filled, signed and Submitted in separate envelope as per the prescribed format	Yes/No

**Seal /Signature of the bidder**



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**SECTION XIII- BG EMD**

B.G.No. \_\_\_\_\_

Date \_\_\_\_\_

WHEREAS Bharatiya Reserve Bank Note Mudran Limited (A wholly owned subsidiary of Reserve Bank of India) having its office at Bengaluru and site office at Mysuru / Salboni (hereinafter referred as “The Owner/Company” which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns), has issued tender paper/purchase order (PO) vide its Tender/purchase order No. for \_\_\_\_\_ (herein after called “the said tender”) to \_\_\_\_\_ (hereinafter called “the said tenderer(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) and as per terms and conditions of the said tender, the tenderer shall submit a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) towards Earnest Money/Security Deposit in lieu of cash.

- We \_\_\_\_\_ Bank having its branch office at \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the company, which is final & binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender/any violation of Purchase Order by way of any loss or damage caused or would be caused or suffered by the Company by reason of any breach by the said tenderer(s)/supplier(s) of any terms and conditions contained in the said tender/PO or failure to accept the letter of Intent/Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the owner 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 Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)
- We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the tenderer(s) in any suit or proceeding pending before any office, court or Tribunal relating thereto, our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the tenderer(s).
- The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of continuation or insolvency of the said tendered(s) but shall in all respects and for all purposes be binding and operative until payment of all money due or liabilities under the said tender are fulfilled.
- We \_\_\_\_\_ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalisation of the said tender/conclusion of supply or fulfilment of all contractual obligation under the said PO and that it shall continue to be enforceable till the said tender is finally decided and order placed/ all contractual obligation under the said PO

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fulfilled on the successful tenderer(s) and/or till the dues of the Company under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the Company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s)/Supplier have been fully and properly carried out by the said tenderer/supplier and accordingly discharges the guarantee.

- That the owner/Company will have fully liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time, the exercise of any of the power of the owner under the tender.
- Notwithstanding anything contained herein before, our liability shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) us and shall remain in force till \_\_\_\_\_ unless a demand or claim under this guarantee is made on us within three months from the date of expiry we shall be discharged from all the liability under this guarantee.
- We \_\_\_\_\_ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time on the request of the Tenderer(s)

Date :

Corporate Seal of the Bank

\_\_\_\_\_ Bank  
By its constitutional Attorney

Signature of duly  
Authorised person  
On behalf of the bank  
With seal & signature code

- B.G. to be furnished from any of the Scheduled Banks.
- b) Address of BRBNMPL Office where tender is to be finalised should be referred in the BG.

**SECTION XV: Bank Guarantee Form for Performance Security**

\_\_\_\_\_ [Insert Bank’s Name, and Address of Issuing Branch or Office)

Beneficiary \_\_\_\_\_ [Insert Name and Address of BRBNMPL]

Date:-----

Performance Guarantee No.-----

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

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

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

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

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

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

This guarantee will remain in force for a period of sixty days after the date of all contractual obligations by the supplier, including the warranty obligations any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer

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

Name and designation of the officer

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

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**Section XVI: Contract Form**

(Address of BRBNMPL's office issuing the contract)

Contract No ..... dated

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

1. Name & address of the SELLER: .....

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

3. SELLER's Tender No. .... dated ..... and subsequent communication(s) No..... dated ..... (If any), exchanged between the SELLER 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 SELLER;
- vii. Price Schedule(s) furnished by the SELLER in its tender;
- viii. Manufacturers' Authorisation Form (if applicable for this tender);
- ix. BRBNMPL 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 SELLER are as under:

Schedule No.	Brief description of goods / services	Accounting unit	Quantity to be supplied	Unit Price (In Rs.	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 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 SELLER's executive duly authorized to sign on behalf of the SELLER)

For and on behalf of

(Name and address of the SELLER)

.....

(Seal of the SELLER)

Date:

Place:

**Section XVII: Letter of Authority for Attending a Bid Opening**  
(Refer to clause 24.2 of GIT)

The General Manager

Unit Address

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

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

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

Note:

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

Authorized signatory of the bidder with date & stamp

## Section XVIII: Shipping Arrangements for Liner Cargoes

### A: In Respect of C&F, CIF, Turnkey/F.O.R. Contracts For Import

**1.(a) SHIPMENTS FROM PORTS OF U.K. INCLUDING NORTHERN IRELAND (ALSO EIRE), FROM THE NORTH CONTINENT OF EUROPE (GERMANY, HOLLAND, BELGIUM, FRANCE, NORWAY, SWEDEN, DENKARK, FINLAND AND PORTS ON THE CONTINENTAL SEABOARD OF THE MEDITERRANEAN (I.E. FRENCH AND WESTERN ITALINA PORTS), TO PORTS IN INDIA.**

The Seller should arrange shipment of the goods by vessels belonging to the member Lines of the India-Pakistan-Bangladesh Conference. If the Seller finds that the space on the Conference Lines' vessels is not available for any specific shipment, he should take up with India-Pakistan-Bangladesh Conference, Conferity House, East Grinstead, Sussex (U.K.), for providing shipping space and also inform the Shipping Co-ordination Officer, Ministry of shipping & Transport, New Delhi (Cable: TRANSCHART, NEW DELHI; Telex: VAHAN ND -2312, 2448 & 3104).

The Sellers should arrange shipment through the Government of India's Forwarding agents, M/ s Schenker & Co. 2000- Hamburg (Cable: SCHENKERCO HAMBURG) or obtain a certificate from them to the effect that shipment has been arranged in accordance with instructions of the Ministry of Shipping & Transport (TRANSCHART), New Delhi

### b) SHIPMENTS FROM ADRIATIC PORTS OF EASTERN ITALY AND YUGOSLAVIA

The Seller should arrange shipment of the goods by vessels belonging to the following Indian Member lines;

1. The Shipping Corporation of India Ltd.
2. The Scandia Steam Navigation Co. Ltd.
3. Indian Steamship Co. Ltd.

For the purpose of ascertaining the availability of suitable Indian vessels and granting dispensation in the event of their non-availability, the Seller should give adequate notice about the readiness of each consignment from time to time at least six weeks in advance of the required position to M/s Schemer & Co. 2000 HAMBURG (Cable: SCHENKERCO HAMBURG) and also endorse a copy thereof to the Shipping Co-ordination Officer, Ministry of Shipping & Transport, New Delhi (Cable: TRANSCHART, NEW DELHI; Telex: VAHAN ND -2312, 2448 & 3104).

The Seller should arrange shipment through the Government of India's Forwarding Agents, M/s. Schenker & Co., HAMBURG (Cable: SCHENKERCO HAMBURG) or obtain certificate from them to the effect that shipment has been arranged in accordance with the instructions of the Ministry of Shipping & Transport, ( TRANSCHART), New Delhi

### (c) SHIPMENTS FROM POLAND & CZECHOSLOVAKIA

#### (i) IMPORTS FROM POLAND

Shipments under this contract would be made by the National flag lines of the two parties and

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vessels of third flag conference lines, in accordance with the agreement between the Govt. of the Republic of India and the Govt. of the Polish People's Republic regarding shipping co-operation dated 27.6.1960 as amended up-to-date.

**(ii) IMPORTS FROM CZECHOSLOVAKIA**

Goods under this contract would be shipped by the National flag lines of the two parties and vessels of the third flag conference lines, in accordance with the Agreement on co-operation in Shipping between India and Czechoslovakia signed on 3.11.1978 and ratified on 19.12.1979, as amended up-to-date.

Shipping arrangements should be made by the Sellers in consultation with the Resident Representative of the Indian shipping Lines in Gdynia, C/o Morska Agencja W. Gdyni, Gdyni, ul, Pulaskiego 8, P.O. Box III-10 246; Gdynia (Po—and) - Telex: MAG, PL. 054301, Tel: 207621), to whom details regarding contract number, nature of cargo, quantity, port of loading/discharging, name of Government consignee, expected date of readiness of each consignment etc., should be furnished at least six weeks in advance of the required position, with a copy thereof endorsed to the Shipping Co-ordination Officer, Ministry of Shipping & Transport (Chartering Wing), New Delhi (Cable: TRANSCHART, NEW DELHI; Telex: VAHAN ND-2312, 2448 & 3104.).

**(d) SHIPMENTS FROM RUSSIA & OTHER MEMBER COUNTRIES OF C.I.S.**

Shipment under this contract should be made in accordance with the Agreement between the Government of the Republic of India and the Government of the Russia & other member countries of C.I.S. on Merchant Shipping, by vessels of Indo-C.I.S. Shipping Service.

**(e) SHIPMENT FROM JAPAN**

The shipment of goods should be made by Indian vessels to the maximum extent possible subject to a minimum of 50%.

The Seller should arrange shipment of the goods in consultation with the Embassy of India in Japan, Tokyo, to whom details regarding contract number, nature of cargo, quantity, port of loading/ discharge, name of the Govt. consignee, expected date of readiness of each consignment etc. should be furnished at least six weeks in advance of the required position.

Note: The copies of such contracts are to be endorsed both to the Attaché (Commercial), Embassy of India in Japan, Tokyo, and the Shipping Co-ordination Officer, Ministry of Shipping & Transport, New D.

**(f) SHIPMENTS FROM AUSTRALIA, ALGERIA, BULGARIA, ROMANIA, EGYPT**

The Seiler shall arrange shipment of the goods by Indian flag vessels to the maximum extent possible subject to a minimum of 50% For the purpose of ascertaining the availability of suitable Indian vessels, the Seller shall give adequate notice of not less than six weeks about the readiness of each consignment to the Shipping Corporation of India Ltd., SHIPPING HOUSE, 245, Madame Cama Road, Bombay-400 021 (CABLE: SHIPINDIA BOMBAY) and also endorse a copy thereof to the Shipping Coordination Officer, Ministry of Shipping & Transports, New Delhi (Cable: TRANSCHART, NEW DELHI; Telex: VAHAN ND-2312, 2448 & 3.

**(g) SHIPMENTS FROM PAKISTAN**



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The shipment of cargoes should be made by Indian vessels to the maximum extent possible subject to a minimum of 50%.

Shipping arrangements should be made by the Sellers in consultation with Mis Mogul Line Ltd. 16- Bank Street, Fort, Bombay-400 023 (Cable: MOGUL BOMBAY; Telex011-4049 MOGUL), to whom details regarding contract number, nature of cargo, quantity, port of loading/discharging, name of Government consignee, expected date of readiness of each consignment etc. should be furnished at least six weeks in advance of the required position with a copy thereof endorsed to the Shipping Co-ordination Officer, Ministry of Shipping & Transport (Chartering Wing), New Delhi (Cable : TRANSCART, NEW DELHI ; Telex : VAH—N ND - 2312, 2448 & 3)

**(h) SHIPMENTS FROM U.S ATLANTIC & GULF PORTS**

The Seller should arrange shipment of the goods by vessels belonging to the member lines of the India-Pakistan-Bangladesh-Ceylon and Burma Outward Fright Conference. If the Seller finds that the space on the Conference Lines vessels is not available for any specific shipment, he should take up with India-Pakistan-Bangladesh-Ceylon and Burma Outward Fright Conference, 19, Rector Street, New York N.Y 10006 U.S.A. for providing shipping space and also inform the Shipping Co-ordination Officer, Ministry of Shipping & Transport, New Delhi (Cable: TRANSCART, NEW DELHI; Telex: VAH—N ND - 2312, 2448 & 3.

**(i) SHIPMENTS FROM ST. LAWRENCE AND EASTERN CANADIAN PORTS**

The Seller should arrange shipment of the goods by vessels belonging to the following shipping lines:-

- (1) The Shipping Corporation of India Ltd.
- (2) The Scindia Steam Navigation Co. Ltd.

If the Seller finds that the space in vessels of these Lines is not available for any particular consignment, he should inform the Shipping Co-ordination Officer, Ministry of Shipping & Transport, New Delhi (Cable : TRANSCART, NEW DELHI ; Telex : VAH—N ND - 2312, 2448 & 3104) immediately so that dispensation from the shipping lines concerned to use alternative lifting may be so.

**(j) SHIPMENTS FROM WEST COAST PORTS OF U.S.A., CANADA AND OTHER AREAS NOT SPECIFICALLY MENTIONED ABOVE**

The Seller should arrange shipment of the goods by Indian vessels to the maximum extent possible subject to a minimum of 50%. For the purpose of ascertaining the availability of suitable Indian vessel and granting dispensation in the event of their non-availability, the Seller should furnish the details regarding contract number, nature of cargo, quantity, port of loading/discharge, name of the Govt. consignee and expected date of readiness of each consignment etc. to the Shipping Coordination Officer, Ministry of Shipping & Transport, New Delhi (Cable : TRANSCART, NEW DELHI : Telex : VA—ANND - 2312, 2448 & 3104) at least six weeks in advance of the required position.

**2.0 BILLS OF LADING**

**(i) C.I.F./C&F TURNKEY SHIPMENTS**

The Bills of lading should be drawn to indicate "Shipper" and "Consignee" as under:-  
SHIPPER: The C.I.F.C&F/TURNKEY SUPPLIERS concerned.

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CONSIGNEE: As per Consignee's particulars in the contract (The name and address of the "Port Consignee" and "Ultimate Consignee" both should be indicated).

**(ii) F.O.R. SHIPMENTS**

The bills of Lading should be drawn to indicate "Shipper" and "Consignee" as under: -  
SHIPPER: The F.O.R. suppliers concerned. CONSIGNEE: Suppliers' Indian Agents on order.

Note:

1. Moreover the name of the "Purchaser" and "Ultimate Consignee" should appear in the body of the Bills of Lading as the "Notify Part" or as a remark.
2. Two non-negotiable copies of the Bills of Lading indicating the freight amount and discount, if any allowed, should be forwarded to the Shipping Co-ordination Officer, Ministry of Shipping and Transport (Chartering Wing), New Delhi after the Shipment of each consignment is effected.
3. The seller should avoid the use of over-aged vessels for the shipment of the goods under the contract and if so used, the cost of additional insurance, if any, shall be borne by the Seller.

**B: In Respect of F.O.B./F.A.S Contracts for Imports**

1. Shipping arrangements will be made by the Ministry of Shipping and Transport (Chartering Wing), New Delhi (Cable: TRANSHART, NEW DELHI: Telex: VA—ANND - 2312, 2448 & 3104) through their respective Forwarding Agents/Nominees as mentioned below, to whom adequate notice about the readiness of cargo for shipment should be given by the Sellers from time to time at least six weeks in advance of the required position for finalizing the shipping arrangements

Area	Forwarding Agents/Nominees
(a) U.K. including Northern Ireland (also Eire) the North Continent of Europe (Germany, Holland, Belgium, France, Norway, Sweden, Finland and Denmark) and Ports on the Continental Sea Board of the Mediterranean, (i.e. French and Western Italian ports) and also Adriatic Ports.	M/s Schenker Deutschland AG, Bel den Muehren 5 20457 Hamburg , Germany Telephone No. +49 40 36135-351 Fax No : +49 40 36135-509 E-mail- <a href="mailto:kay.buedinger@schenker">kay.buedinger@schenker</a>
(b) U.S.A and Canada	M/s OPT, Overseas Project, Transport Inc., 46, Sellers Street, Kearny, N.J. 07032,USA Tel : 201/998-7771 Tel : 573-3586 Fax : 201/998-78
(c) Japan	The First Secretary (Commercial) Embassy of India, Tokyo, Japan, (Cable : INDEMBASSY TOKYO) Telex : INDEMBASSY J 24850, Telephone – 262 - 2391

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(d) Australia, Algeria, Bulgaria, Romania, Czechoslovakia, Egypt.	The Shipping Corporation of India Ltd., 'Shipping House' 229/232 Madame Cama Road, Bombay - 400021 (Cable : SHIP INDIA BOMBAY) Telex : 31-2209 SCID IN Telephone: 232666, 232785.
(e) Russia & other member countries of C.I.S.	The Secretaries, Indo-C.I.S. Shipping Service, C/o The Shipping Corporation of India Ltd., 'Shipping House' 245, Madame Cama Road, Bombay - 400021. (Cable : SHIP INDIA BOMBAY FOR SOVIND SHIP) Telex : 31-2209 SCID IN Telephone : 23
(f) Poland	The Secretaries, Indo-Polish Shipping Service, C/o The Shipping Corporation of India Ltd., 'Shipping House' 245, Madame Cama Road, Bombay - 400021. (Cable : SHIP INDIA BOMBAY FOR INDOPOL) Telex : 31-2209 SCID IN Telephone : 23
(g) Pakistan	The Mogul-Line Ltd., 16, Bank Street, Fort Bombay - 400023 (Cable : MOGUL BOMBAY) ,Telex : 011-4049 (MOGUL) , Telephone : 252785 II
(h) Other areas not specifically mentioned above	The Shipping Co-ordination Officer, Ministry of Shipping and Transport, (Chartering Wing), New Delhi. (Cable : TRANSCHART, NEW DELHI)

**Details of Forwarding and clearing agents (Balmer & Lawrie)**

France DHL Global Forwarding (France) S.A.S (DMA Defense) 14, rue de la Belle Borne Sagaris No. 4 95701 Roissy CDG Cedex	CP: Mr. Frederic Dubois Tel: 0033 170031027 Fax: 0033170031061 Cell: 0033630491780 Email: frederic.dubois@dhl.com
Netherlands Copex Air B.V. Folkstoneweg 202 1118 LN Schipol The Netherlands	CP: Ms. Marije Belien Tel: 0031206481080 Fax: 0031206484117 Email: MarijeBelien@copexair.nl

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Italy Vector SPA Via Redipuglia, 7 21053 Castellanza Varese, Italy	CP: Mr. Stefano Laiacona Tel: 00 39 0331 446006 Fax: 0039 0331 446060 Email: laiacona.stefano@vectorspa.it
Korea Pactra Co. Ltd 9F, UNI-PARM Tower B/D 719-33 Yeoksam Dong Kangnam Gu, Seoul, Korea 13508	CP: Niole / Julie Tel: 00 822 2021 7661 Fax: 00 822 508 8317 Email: nicole@selmp.co.kr Email: julie@selmp.co.kr
Poland M&M Air Cargo Service Polska S. A. Ul. 17 Stycznia 32/F-5 PL-02-148 Warsaw, Poland	CP: Mr. Wojciech Lyzwinski / Marcin Tel: 00 48 22 6066101 / 6068101 Fax: 00 48 22 606 7101 Email: mumairwaw@mumnet.com Marcin.Troc@mumnet.com
Russia ZAO M &M Millitzer & Munch 124340, Russia, Moscoe Region Khimki rayon Airport Sheremetyevo SherInvest territory Moscow	CP: Mrs. Galina Kazeikina Tel: 00 7 495 9818717 Ext.55 Fax: 007 495 9818718 Email: galina.kazeikina@gerh.ru
France DHL Global Forwarding (France) S.A.S (DMA Defense) 14, rue de la Belle Borne Sagaris No. 4 95701 Roissy CDG Cedex	CP: Mr. Frederic Dubois Tel: 0033 170031027 Fax: 0033170031061 Cell: 0033630491780 Email: frederic.dubois@dhl.com

**BILLS OF LADING**

The Bills of Lading should be drawn to indicate 'Shipper' and 'Consignee' as under:-

**SHIPPER:** The Government of India.

**CONSIGNEE:** "As per consignee's particulars in the contract. (The name and address of the 'Port Consignee' and 'Ultimate Consignee' should both be indicated.)

3. Two non-negotiable copies of the Bills of Lading indicating the freight amount and discount, if any allowed, should be forwarded to the Shipping Co-ordination Officer, Ministry of Shipping and Transport (Chartering Wing), Parivahan Bhawan, New Delhi after the Shipment of each consignment is effected.

4. The Seller should avoid the use of over-aged vessels for the shipment of the goods under the contract and if so used, the cost of additional insurance, if any, shall be borne by the Seller.

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

(Refer Clause 22.6 of GCC)

Name and Address of the Firm

Bill No Dated

Purchase order No Dated

Name and address of the consignee

<b>S. No.</b>	<b>Authority for purchase</b>	<b>Description of Stores</b>	<b>Number or quantity</b>	<b>Rate Rs. P.</b>	<b>Price per Rs. P.</b>	<b>Amount</b>
<b>Total</b>						

1. C.S.T./Sales Tax Amount
2. Freight (if applicable)
3. Excise Duty (if applicable)
4. Packing and Forwarding charges (if applicable)
5. Others (Please specify) ,
6. PVC Amount (with Calculation sheet enclosed)
7. (-) deduction/Discount
8. Net amount payable (in words Rs.)

Dispatch detail RR No. other proof of despatch

Dated (enclosed)

Inspection Certificate No Dated (enclosed)

Income Tax Clearance Certificate No Dated (enclosed)

Modvat Certificate No (enclosed)

Excise Duty Gate pass (enclosed)

Place and Date

Received Rs (Rupees)

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

Signature and Stamp of Supplier

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ECS MANDATE FORM

1	<b>Customers Name</b>	
	Customers Complete Address	
	Customers Telephone & Fax No.	
	Customers E-mail Address	
2	<b>Particulars of Bank Account</b>	
	Name of Bank	
	Branch Name	
	Address of Branch	
	Telephone No. of Branch	
	MICR code number of Bank Branch	
	Type of Account (S.B./ Current/ C.C )	
	ACCOUNT NUMBER	
	RTGS / IFS Code No.	
(In lieu of bank certificate to be obtained as under, please attach a blank cancelled cheque or photocopy of a cheque or front page of your Bank Pass book issued by your bank for verification of the above particulars)		
3	Date of Effect	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible.

Date:

.....)  
Signature of Customer

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

Bank's Stamp:

.....)

Date:

Signature of the authorized official of the Bank

**Confidentiality Statement**

“The information, which is contained in this document will not, in whole or in part be reproduced, transferred to other documents/electronic media or disclosed to others without written consent of BRBNMPL”. Bidder shall also undertake to maintenance secrecy, exclusivity and confidentiality of the high security currency printing environment of BRBNMPL.

Yours faithfully,

( )

**Seal**

Name

Signature with date

**DECLARATION**

We confirm that that our firm has not been blacklisted / debarred by BRBNMPL / Government of India in the past 5 years ending as on date.

Yours faithfully,

( )

**Seal**

Name

Signature with date

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**Section XX**

**PRE-CONTRACT INTEGRITY PACT**

**PRO-FORMA OF THE PRE-CONTRACT INTEGRITY PACT**

**(To be executed on plain paper and applicable for all tenders of value above Rs.1 crore)**

**INTEGRITY PACT**

Between

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

and

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

**Preamble**

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

In order to achieve these goals, Independent External Monitors (IEMs), appointed by the Principal will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal**

- A. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to



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any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

B. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

1. The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship,

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regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d. Bidders are required to submit a self-declaration that they are not engaging any agent for participation in the bidding/ procurement process.
  - e. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter
2. The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

**Section 4 – Compensation for Damages**

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

**Section 5 – Previous transgression**

- 1) The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country confirming to anticorruption approach in respect of any corrupt practices

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envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

- 2) If the Bidder makes incorrect statement on the subject, he can be disqualified from the tender process or action can be taken as per clause 6.5 (Ban and Blacklisting) of procurement manual of BRBNMPL.

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

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

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

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

**Section 8 – Independent External Monitor**

Name of the IEM: Shri V.V. R. Sastry

E-mail: [sastryvvr@gmail.com](mailto:sastryvvr@gmail.com)

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He / she reports to the Chairman, BRBNMPL.
3. The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
4. The Monitor is under Contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, BRBNMPL and recuse himself / herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The monitor will submit a written report to the Chairman, BRBNMPL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals form correcting problematic situations.

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8. If the Monitor has reported to the Chairman, BRBNMPL, a substantiated suspicion of an offence under relevant IPC / PC Act, and Chairman BRBNMPL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
  
9. The word ‘**Monitor**’ would include both singular and plural.

**Section 9 – Pact Duration**

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

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

**Section 10 – Other provisions**

- I This agreement is subject to Indian Law Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Bengaluru.
  
- II Changes and supplements as well as termination notice need to be made in writing. Side agreements have not been made.
  
- III If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
  
- IV Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
  
- V Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

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VI In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

\_\_\_\_\_  
(For & On behalf of the Principal)

(Office Seal)

\_\_\_\_\_  
(For & On behalf of Bidder/ Contractor)

(Office Seal)

Place :

Date :

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)