

***This notice is being published only as an abundant precaution and is not an open invitation to quote in tender, participation in this Tender is by Invitation only and is Limited to the selected BRBNMPL's registered bidders for item, who have been sent this tender by Post / Courier. Unsolicited offers are liable to be ignored***  
**LIMITED TENDER ENQUIRY ONLY FOR OUR REGD./APPROVED VENDORS FOR  
 THE ITEM/S MENTIONED BELOW**

**TENDER ENQUIRY No. 058 /SAL/PUR/2018-19**  
 (NOT TRANSFERABLE)

**(Procurement of Goods / Services)**

**By Speed post / Courier service**

BNM No.: / (S) 07.07.04/TE-058/2018-19	Last Date & Time for submission of tender:	09/11/2018 upto 11.30AM
Dated: 04/10/2018	Tender opening Date & Time:	09/11/2018 at 11.30 AM
<b>Cost of Tender form: Nil</b>	<b>Earnest Money Deposit (EMD) -NIL</b>	

**Security Classification: Non-Security (Services)**

**TENDER DOCUMENT FOR "SELECTION OF SERVICE PROVIDER FOR OPERATING INDUSTRIAL CANTEEN AT BRBNMPL TOWNSHIP, SALBONI ON FIXED-MENU RATE CONTRACT BASIS"**

Tender No.058/SAL/PUR/2018-19 dated 04/10/2018

This tender document contains: 42 Pages

The tender document is issued to:

**M/s. «Name»**

Details of Contact person in BRBNMPL regarding this tender:

Name: Shri S.S.Kude, Designation: Asst. General Manager

**Address: BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED**

**(Wholly owned Subsidiary of Reserve Bank of India)**

**RBNML (PO), Salboni - 721 132**

**Phone: 03227 - 280176**

**Email: sskude@brbnmpl.co.in**

**CONTENTS OF THIS TENDER ENQUIRY**

Section I	Notice Inviting Tender (NIT)	<b>Enclosed</b>
Section II	General Instructions for Tenderer (GIT)	<b>Enclosed</b>
Section III	Special Instructions to Tenderers (SIT)	<b>Enclosed</b>
Section IV	General Conditions of Contract (GCC)	<b>Enclosed</b>
Section V	Special Conditions of Contract (SCC)	<b>Enclosed</b>
Section VI	List of Requirements	<b>Enclosed</b>
Section VII	Technical Specifications	<b>Enclosed</b>
Section VIII	Quality Control Requirements/Declaration by Tenderer	<b>Enclosed</b>
Section IX	Qualification/Eligibility Criteria	<b>Enclosed</b>
Section X	Tender form	<b>Enclosed</b>
Section XI	Price Schedule (Price Bid)	<b>Enclosed</b>
Section XII	Questionnaire	<b>Enclosed</b>
Section XIII	Bank Guarantee Form for EMD	Not applicable for this tender
Section XIV	Manufacturer's Authorization Form	To be downloaded from website: <a href="http://www.brbnmpl.co.in">www.brbnmpl.co.in</a> under 'Downloads' Section.
Section XV	Bank Guarantee Form for Performance Security	
Section XVI	Contract Form	
Section XVII	Letter of Authority for attending a Bid Opening	
Section XVIII	Shipping Arrangements for Liner Cargoes	Not applicable for this tender
Section XIX	Proforma of Bills for Payments	To be downloaded from website: <a href="http://www.brbnmpl.co.in">www.brbnmpl.co.in</a> under 'Downloads' Section.
	Checklist for Tenderers	<b>Enclosed</b>

**Section I: Notice Inviting Tender (NIT)**  
**BHARATIYA RESERVE BANK NOTE**  
**MUDRAN PRIVATE LIMITED**  
 (Wholly owned Subsidiary of Reserve Bank of India)  
 RBNML (PO), Salboni - 721 132  
Phone: 03227-280212, 280213  
 Fax: 03227- 280222

Website: [www.brbnmpl.co.in](http://www.brbnmpl.co.in)

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

**Tender No.058/SAL/PUR/2018-19 dated 04/10/2018**

The General Manager BRBNMPL, Salboni invites sealed tender from eligible and qualified tenderers in the enclosed formats under Two-bid System (Techno-commercial bid and Price bid) for Operating Industrial Canteen at BRBNMPL Township , Salboni on Rate Contract Basis as per detailed scope of work as well as e terms and conditions stipulated hereunder:

Schedule No.	Brief Description of Goods/ Services	Quantity (with unit)	Earnest Money (in Rs.)
1.	Operating Industrial Canteen at BRBNMPL Township , Salboni on Fixed Menu Rate Contract Basis	Contract for One Year which can be extendable for Two more years.	NIL

Type of Tender (Two Bid / PQB / EOI / RC / Development / Indigenization / Disposal of Scrap / Security item etc.	Two part Bid
Date of issue of tender documents	04/10/2018
Price of the Tender Document	Nil
Place of sale of tender documents	Administration Building, BRBNMPL, Salboni - 721 132
Closing date and time for receipt of tenders	09/11/2018 upto 11.30 hours
Place of receipt of tenders	Administration Building, BRBNMPL, Salboni - 721 132
Time and date of opening of tenders	09/11/2018 at 11.30 hours
Place of opening of tenders	Administration Building, BRBNMPL, Salboni - 721 132
Nominated Person / Designation to Receive Bulky Tender (Clause 21.21.1 of GIT)	AGM (MMD)/DGM(MMD)

2. Interested tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website mentioned above for further details.

3. Tender documents may be purchased on payment of non-refundable fee of Rs Nil (amount) per set in the form of account payee demand draft/ cashier's cheque / certified cheque, drawn on a scheduled commercial bank in India, in favour of BRBNMPL, payable at Salboni (name of the place).
4. If requested, the tender documents will be mailed by registered post/ speed post to the domestic tenderers and by international air-mail to the foreign tenderers, for which extra expenditure per set will be Rs. Nil, for domestic post and Rs. Nil for international air-mail. The tenderer is to add the applicable postage cost in the non-refundable fee mentioned in Para 3 above.
5. Only registered vendors to whom invitation for participation has been sent may download the tender documents from the web site and submit its tender by utilizing the downloaded document.
6. 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 below on or before the closing date and time indicated in the Para 1 above, failing which the tenders will be treated as late and rejected.
7. In the event of any of the above mentioned dates being declared as a holiday/ closed day for the purchase organisation, the tenders will be sold / received / opened on the next working day at the appointed time.
8. The tender documents are not transferable.

Yours faithfully,  
For & On behalf of BRBNMPL

(S. S. Kude)  
Asst. General Manager

BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED  
(Wholly owned Subsidiary of Reserve Bank of India)  
RBNML (PO), Salboni - 721 132  
Phone: 03227 - 280176  
**Encls:** As above

**IMPORTANT POINTS AT A GLANCE FOR ATTENTION OF BIDDERS**

1. **Scope of Work:**

Please refer - **Section VII: Technical Specifications**

2. **Qualification/Eligibility Criteria:**

Please refer - Section IX: **Qualification/Eligibility Criteria**

3. **PRICE/ RATE:**

Prices/Rates should be quoted **only** in the "**Section-XI (Price Schedule Annexure)**" in the manner as given therein inclusive of all charges including GST. Rates/offer given in any other manner will not be accepted.

4. **Validity of tender for finalization of tender:** The bid shall be valid for a period of **120 days** for finalization of the order from the date of opening of the tender.

5. **PERIOD OF CONTRACT:** The period of contract shall be initially for a period of **01(one) year** and may be extendable for further period of **02(two) more years (but one year at a time)** on the same rates/charges, terms and conditions subject to satisfactory performance. Failure to execute the assigned contract due to reason whatsoever will invite blacklisting from our Vendor List and forfeiture of Security Deposit. Final decision in this regard lies with BRBNMPL.

6. Please send your competitive bidding in sealed covers superscribed as "**Tender for Selection of Service Provider for Operating Industrial Canteen at BRBNMPL , Salboni on Fixed Menu Rate Contract Basis** " against **Tender Enquiry No. 058/SAL/PUR/2018-19 dated 04/10/2018 to reach us on or before 11.30 Hrs. on 09/11/2018** with the following **separate two sealed covers inside:**

A. The **First Sealed Cover**, superscribing '**Techno-Commercial Bid**' should contain:

a) All the Sections of the tender as mentioned in the list of contents (except Section XI Price Bid which should be submitted in separate sealed cover as mentioned below at B) duly filled, signed and stamped with date. Profile of Tenderer for Quality Control Requirements & Compliance Statement Section VIII is completely filled & signed along with supporting documents.

i. All financial standing data should be certified by certified accountants e.g. Chartered Accountants (CA).

ii. All experience, past performance and "capacity/capability related/data" should be certified by the authorized signatory of the bidder firm and criteria submitted by bidder should be verified from the parties for whom work has been done and the documents pertaining to above to be submitted by bidder as a part of eligibility criteria.

b) **Proforma (Section X: Tender Form)** is completely Filled & signed.

c) **Questionnaire (Section XII)** is completely Filled & signed.

d) **No information regarding price should be mentioned in this part.**

B. Proforma of Price-Bid (Section XI : Price Schedule) is filled, with detailed price break up , signed and is kept in **Second Sealed Cover** superscribing "**PRICE BID**" on the cover.

- C. All the above-mentioned two sealed covers are put in a **Separate sealed cover** superscribing "**Tender for Selection of Service Provider for Operating Industrial Canteen at BRBNMPL , Salboni on Fixed Menu Rate Contract Basis,**" Due on **09/11/2018.**
7. **Receipt of Tender:** Sealed tender shall be addressed to 'The General Manager', Bharatiya Reserve Bank Note Mudran (P) Ltd; P.O. RBNM, Salboni, Dist. West Midnapore, Pin 721 132.
- The Tenderer/Bidder has the option of sending the tender by registered post or courier so as to reach us on or before the tender acceptance time **i.e. on or before 11.30 hrs. on 09/11/2018.** In case of bulky tender document, the same may be submitted to AGM (MMD)/DGM(MMD) in person on or before tender acceptance date & time. The part-I techno-commercial bid will be opened at **11.30 Hrs. on 09/11/2018** in the presence of available tenderers or their authorised representatives. On acceptance of Technical Bid, Price Bid of the technically qualified tenderers will be opened later, which will be informed accordingly.
  - Each page of Tender documents should be duly signed & seal affixed and submitted along with the Technical bid as a token of acceptance of tender conditions.
  - The risk of delay / loss in transmission of post/courier rests with the bidder/tenderer.
8. **E.M.D:** NIL .
9. **Security Deposit:** Within twenty-one days after the issue of notification of award by BRBNMPL, the successful Tenderer shall furnish Interest Free Security Deposit to BRBNMPL for an amount of Rs.50000/- in the form of DD/Bank Guarantee/FDR, valid up to Sixty days after date of completion of all contractual obligations. [Please refer GCC Clause 6 under Section IV].
- In case the successful bidder fails to execute the contract / work order, his Security Deposit will be forfeited and the decision of the BRBNMPL will be final and binding.
10. **Finalization criteria :**

The Tender will be evaluated with total weightage of 100 marks in Pre-qualification cum Technical part and Price Bid . Technical bids of the firms, which meet the prequalification criteria, would be taken up for detailed evaluation. Each firm meeting the prequalification criteria would be evaluated and given score out of 100 marks as mentioned in the **Table below.** In case of non fulfilment of minimum pre-qualification criteria (mentioned in each category of the technical bid, the bid of the respective bidder shall be rejected. **The Contract will be awarded on overall L1 basis.**

(Table for Evaluation)

I.	Past experience in food business/ Catering	20
II.	Past experience in Industrial Canteen Services to reputed Government Organizations / Central Autonomous Bodies/reputed CPSUs	10
III.	Price Based Evaluation*	70
	Total Marks:	100

\* Section III Marks will be evaluated based on the price quoted by the bidders for the items mentioned in our Price Bid. We have divided all the food items into 6 categories and total of 60 marks. The summation of the average price offered in each category will be taken into consideration and the L1 will be awarded with 70 marks subsequently L2 will be awarded 50 Marks, L3 with 40 Marks, L4 with 30 Marks, L5 with 20 marks and others with 0 Mark.

**Example:( for Section III Marks - Price Based Evaluation)**

S. No.	Items	Total Average Rate Quoted	Bidder1	Bidder2	Bidder3	Bidder4	Bidder5
1.	Breakfast Plain		25	22	25	25	24
2.	Breakfast Special		30	27	28	30	27
3.	Evening Snacks		25	22	25	25	24
4.	Beverages		5	5	6	8	7
5.	Veg Meal		45	40	38	35	38
6.	Non-Veg Meal		60	55	55	45	54
<b>Total</b>			<b>190</b>	<b>171</b>	<b>177</b>	<b>168</b>	<b>174</b>
<b>Status</b>			<b>L5</b>	<b>L2</b>	<b>L4</b>	<b>L1</b>	<b>L3</b>
<b>Marks Awarded for Section -III</b>			<b>20</b>	<b>50</b>	<b>30</b>	<b>70</b>	<b>40</b>

**Tie-Breaking Clause:**

In case two or more bidders score equal marks in their total score (Section - I+II+III) then TIE BREAKING or SELECTION will be made based on the lowest total (L1) obtained in Section III ( Price Based Evaluation).

**11. RIGHT TO ACCEPT AND TO REJECT ANY OR ALL BIDS**

BRBNMPL is not bound to accept the lowest bid or any bid and may at any time by giving notice in writing to the Bidders terminate the tendering process. The company may also terminate the contract if it is found that the Service Provider is black-listed on previous occasions by any of the Institutes/Local Bodies/Municipalities/Public Sector Undertakings, etc. The company may also terminate the contract in the event the successful bidder fails to furnish the Security Deposit (SD) or fails to execute the work-order.

**12. LIQUIDATED DAMAGE (LD):-**

The Service Provider /Caterer will be charged LD in case of violation of the following rules:

- Proper taste and quality of food, food servicing time, cleanliness, ambience of the place will be verified by feedback based monitoring system. According to the average feedback received a LD may be imposed from Rs. 1,000/- to Rs. 5,000/- per month as per the decision of BRBNMPL.
- Any complaint of soft/hard objects like hair, rope, plastic, cloth, stones / pebbles, glass pieces, nails, hard plastic, cooked Insects etc. in food will attract a LD which can be imposed from Rs. 1000/- to Rs. 5,000/- per incident depending on the nature of the complaint.
- Food poisoning shall invoke a hefty LD beyond the limit of any fine mentioned above, along with cancellation of contract and possible blacklisting of the caterer.
- Inappropriate personal hygiene of workers including their maintaining a proper health checkup, dress and / or misbehavior by workers etc. can lead to charge LD of Rs. 1000/- on caterer for every instance.

13. **Jurisdiction:** The court of West Bengal state only shall have jurisdiction to deal and decide any legal matter of dispute whatsoever arising out of this tender/contract.

14. **Arbitration:** All other disputes/differences except as to any matters the decision of which specially provided for by these conditions or an/other special conditions of the order whatsoever arising between the parties out of or relating to the contract meaning and operation or effect of the contract or relating to the contract meaning and operation or effect of the contract or the breach thereof shall be settled by Arbitration in accordance with the provisions of the Arbitration & Conciliation Act 1996 and any modification thereof shall be applicable. The award made in pursuance thereof shall be binding on the parties.

15. **RESPONSIBILITIES OF THE SERVICE PROVIDER**

- a) The **SERVICE PROVIDER** shall obtain all registration(s)/permission(s)/license(s), etc. which are/may be required under any labour or other legislation(s) for providing the services under this contract/Agreement.
- b) It is clearly understood by the **SERVICE PROVIDER** that the persons employed by the **SERVICE PROVIDER** for providing services as mentioned herein, shall be the employees of the **SERVICE PROVIDER** and not of the company. The number of persons to be employed and the individual person to be employed for providing the said services shall be decided by the **SERVICE PROVIDER**.
- c) That the employees/personnel of **SERVICE PROVIDER** rendering the services under this Agreement, shall never be deemed to be the employees of the company in any manner whatsoever and shall not be entitled for employment, salary/wages, damages, compensation or anything arising from their deployment by **SERVICE PROVIDER** for rendering the said services.
- d) The services to be rendered by the **SERVICE PROVIDER** under the Agreement will be under close supervision, co-ordination & guidance of the company. The **SERVICE PROVIDER** shall frame appropriate procedure for taking immediate action as may be advised by the company from time to time.
- e) The **SERVICE PROVIDER** shall ensure that its employees, rendering the said services, always remain neat and tidily dressed in the uniform supplied by the **SERVICE PROVIDER** at its own cost. The pattern of uniform to be supplied by the **SERVICE PROVIDER** will be of a different pattern than that as given by the Company to its employees. The colour of uniform shall be decided by the company.
- f) The company shall always have the right to conduct a search of the **SERVICE PROVIDER** employees/agents and/or any of their vehicles used for transportation of materials while entering/going out of the factory premises or inside the premises.
- g) If the company notices that the personnel of the **SERVICE PROVIDER** has/have been negligent, careless in rendering the said services, the same shall be communicated immediately to the **SERVICE PROVIDER** who will devise corrective steps immediately to avoid recurrence of such incidents and report to the company its action plan.
- h) If any of the personnel of the **SERVICE PROVIDER** indulges in theft or any illegal/irregular activities, misconduct, the Contractor will take appropriate action against its erring personnel and intimate accordingly to the company.
- i) The employees/agents of the **SERVICE PROVIDER** shall never be considered to enjoy any right to enter the premises of the company by virtue of this Agreement or otherwise at any time except with the permission of the company.



- j) In the event of failure of the **SERVICE PROVIDER** to provide the services or part thereof, as mentioned in this contract/Agreement for any reasons whatsoever, the company shall be entitled to procure services from other sources and the **SERVICE PROVIDER** shall be liable to pay forthwith to the company the difference of payments made to such other sources, besides damages at double the rate of payment for the period of failure in providing the services or part thereof.
- k) If, at any time, during the operation of this Contract/Agreement or thereafter the company is made liable in any manner whatsoever by any order, direction or otherwise of any Court, Authority or Tribunal, to pay any amounts whatsoever in respect of or to any of the present or ex-personnel of the **SERVICE PROVIDER** or to any third party, the **SERVICE PROVIDER** shall immediately pay to the company all such amounts and costs also and in all such cases/events the opinion of the company shall be final and binding upon the **SERVICE PROVIDER**. The Company shall be entitled to deduct any such amounts as aforesaid, from the security deposit and/or from any pending bills of the Contractor and if such amount is not fully recovered, the company shall be entitled to recover the balance amount through legal recourse.
- l) The **SERVICE PROVIDER** should agree to absolve the company from all the liabilities in regard to any statutory enactments to the extent applicable to the service provided by the **SERVICE PROVIDER**. It is clearly understood that should the company be called upon to make any payment to any authority, the **SERVICE PROVIDER** shall reimburse such amounts to the company whether such liability arises during the currency of this agreement or after expiry of the period of this agreement. If there would be any claim on the company for any default of the **SERVICE PROVIDER** or its employees committed during the operation of this Agreement, the **SERVICE PROVIDER** shall pay such amount on demand without protest.
- m) If **SERVICE PROVIDER** breach of any covenant or any clause of this agreement, the company may send a written notice to the **SERVICE PROVIDER** to rectify such breach within the time limit specified in such notice. In the event the **SERVICE PROVIDER** fails to rectify such breach within the stipulated time, the Agreement shall forthwith stand terminated and the **SERVICE PROVIDER** shall be liable to the company for losses or damages on account of such breach.
- n) All the above services and any other work of similar nature, which will be entrusted to the **SERVICE PROVIDER** from time to time by the Company, are to be rendered without causing any hindrance or disturbance to any staff member of the Company working during the normal working hours. The work shall be carried out efficiently, in consonance and in conformity with the standards of neatly and hygienically maintained premises.
- o) Parties who have been black listed /Debarred by BRBNMPL/Govt. of India are not eligible for submission of this tender
- p) BRBNMPL does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting/rejecting the whole or any part of the tender or portion of the quantity tendered without as signing any reason thereof.
- q) If the tenderer is registered under DGS&D/ NSIC, they have to clearly mention and submit a copy of supporting documents. In absence of any such declaration, tenderer shall be considered as not registered under DGS&D/ NSIC.
- r) No counter condition shall be accepted.

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

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

#### A PREAMBLE

##### 1. Introduction

- 1.1 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 include:

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

- 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:
- The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable, including all taxes and duties like sales tax, VAT, 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.
  - Any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded.
  - 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
  - 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:
- 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,
  - Wherever applicable, the amount of custom duty and import duty on the goods to be imported.
  - 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
  - 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:**

- 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.
- 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.
- 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 is applicable, the following may be noted:**

- The tenderer should quote the exact percentage of VAT that they will be charging extra.
- 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 from the existing system of sales tax, duly stating the quantum of such credit per unit of the item quoted for.
- 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 scheme by way of reduction in price and advise the purchaser accordingly."
- 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 not 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 all with BRBNMPL 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 or BRBNMPL 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;

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

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

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

### 28. Discrepancy in Prices

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

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

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

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

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

In case any discrepancy is observed between the text etc. of the original 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:-

- a) Where the procurement is done on proprietary basis
- b) Items to be procured are supplied by only a limited sources of supply
- c) 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 supplier.
- viii. Usually, the terms of delivery in rate contracts are FOR dispatching station.
- ix. Supply orders, incorporating definite quantity of goods to be supplied along with all other required conditions following the rate contract terms, will be issued by nominated Direct Demanding Officers (DDO) for obtaining supplies through the rate contract.
- x. BRBNMPL is entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will be affected beyond the validity period of the rate contract, all such supply will be guided by the terms & conditions of the rate contract.

- xi. The rate contract will be guided by "Fall Clause" as described below.

#### 50.2 Fall Clause

If the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods, following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly. Any violation of the fall clause would be considered a serious 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 Suppliers: The suppliers shall be evaluated for short listing, inter-alia, based on their past experience of supplying goods in similar context, financial strength, technical capabilities etc. Each supplier will be assigned scores based on weightages assigned to each of the criteria mentioned in the Section IX – "Qualification Criteria" in the SBD.

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

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

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

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

#### 54. Tenders for Disposal of Scrap

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

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

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

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



exactly described and the purchaser shall not be entitled to claim any damage or compensation whatsoever on account of such fault, error in description, weight or the like.

- 54.2.3** All quantities of scrap whether by weight or measurement mentioned in the Tender notice are only approximate and should the quantity, on actual weight or measurement basis as the case may be and whenever delivered on such basis, works out less than the advertised and for projected quantity, the BRBNMPL shall not under any circumstances be liable to make good any such deficiency
- 54.2.4** BRBNMPL reserves right to increase or decrease the quantity of any item or items or terminate the contract at any stage by giving one week's notice. No claim whatsoever shall lie against the BRBNMPL on account of such termination of the contract or variation in the quantity.
- 54.2.5** BRBNMPL shall have the right to remove certain items which it feels were not intended for sale but were inadvertently made a part of the scrap material or of the lot offered for sale lying at the premises or were joined or attached to the material offered for sale.
- 54.2.6** Tenderers desirous of purchasing and participating in the tender must visit the site before submitting the offer, after taking due permission from the concerned Stock Holders. The Tenderers submitting the offers shall be deemed to have visited the site and acquainted themselves thoroughly with materials intended for sale in all respect.
- 54.2.7** Any person giving offer shall be deemed to have made himself fully conversant with the Terms and Conditions of the Tender Sale, as well as the location and condition of the materials being sold and shall be deemed to have agreed to all the stated terms and conditions herein under.
- 54.3 Submission of Offer:**
- 54.3.1** Unless specified otherwise in the SIT, tenders shall hold good for acceptance for a minimum period of 90 days (ninety days) from the date of opening of the tenders. The offers of the tenderers shall be irrevocable.
- 54.3.2** The BRBNMPL reserves right to reject any offer without assigning any reason there for.
- 54.3.3** Unless otherwise stated in the SIT, the amount of EMD in such tenders would be 5% of the value of the tender. The Earnest Money shall be forfeited if the tenderer unilaterally withdraws amends, impairs or derogates from his offer in any respect within the period of validity of his offer.
- 54.3.4** If the offer of the tenderer is not accepted by the BRBNMPL, the Earnest Money deposit made by the tenderer shall be refunded to him. No interest shall be payable on such refunds. The EMD deposited by the successful tenderer shall remain with the BRBNMPL till payment of the security deposit (SD) money, as stipulated in relevant Clause, has been made. It may be adjusted as part of the total SD money at the discretion of the BRBNMPL.
- 54.3.5** 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 (Hi). 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/ 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
- Price / rate for bulk supply of item in development / indigenization supplies and
  - Separately, cost of development including cost of pre-production samples. Firms would be paid only for the number of samples specified in the Tender. If he has to manufacture more samples due to failure of earlier one, he would not be paid for it.
- 55.4** L1 would be determined on the basis of rate of item quoted including reference to total cost of the development cost (including the cost of prototype) plus the notional total cost of quantities that will be required over next three years, wherever applicable.
- 55.5** Development contracts may, as far as feasible, be concluded with two or more contractors in parallel.
- 55.6** The ratio of splitting of the supply order between various development agencies / firms in cases of parallel development, including criteria thereof, would be specified in the SIT.
- 55.7** However, in case the requirement is 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 Suppliers may be allowed.
- 55.9** Quantity for Development Commitment  
In Next three years, after the newly developed firm is able to successfully complete Development orders with  $\pm 5\%$  tolerances, 20% of annual quantity requirement may be reserved for Newly Developed firms.
- 55.10** Period of Development Commitment  
A newly developed firm would be granted this facility till only three years after completing the initial Development order. However this facility is not a bar to the firm from competing with already established firms for quantities larger than 20% provided their prices and performance so warrant. Thereafter they would have to compete on equal terms with other already developed firms.

**Yours faithfully,**

(  
**Signature with date.**  
**Name:**

**Seal**

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

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

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

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

<b>SI. No.</b>	<b>GIT Clause No.</b>	<b>Topic</b>	<b>SIT Provision</b>
1	4	Eligible Goods and Services (Origin of Goods)	No change
2	8	Pre-bid Conference	Not applicable
3	9	Time Limit for receiving request for clarification of Tender Documents	No change
4	11	Tender Currency	<b>(INR)</b>
5	12.10	Input Tax Credit	Not Applicable.
6	12.11	Applicability of Octroi and Local taxes	As Applicable
7	14	PVC Clause & Formula	Not applicable
8	19	Tender Validity	120 days
9	20.	Number of Copies of Tenders to be submitted	One
10	20.	E-Procurement	Not applicable
11	35	Additional Factors for Evaluation of Offers	Supplement with the following: Prospective bidders should meet our tender conditions as well as the item offered should meet our required specifications.
12	43	Parallel Contracts	Not applicable
13	50	Tender For rate Contracts	Not applicable
14	51	PQB Tenders	Not applicable
15	52	Tenders involving Purchaser's and Pre-Production Samples	Not applicable
16	53	EOI Tenders	Not applicable
17	54	Tenders for Disposal of Scrap	Not applicable
18	55	Development / Indigenization Tenders	Not applicable

**Note: Clause No.12.10 - A declaration as given Annexure C1 and C2 should be submitted along with offer regarding Input Tax Credit.**

## 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, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.
- (xvi) PARTIES: The parties to the contract are the "Contractor" and the "Purchaser", as defined above;
- (xvii) "Tender" means quotation / bid received from a firm / supplier.

(xviii) "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant etc. which the supplier is required to supply to BRBNMPL under the contract. Other homologous terms are: Stores, Materials etc.

(xix) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.

(xx) "Earnest Money Deposit" (EMD) means monetary guarantee to be furnished by a Tenderer along with its tender.

(xxi) "Performance Security" means monetary guarantee to be furnished by the successful Tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit or Performance Bank Guarantee.

(xxii) "Consignee" means the person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.

(xxiii) "Specification" or "Technical Specification" means the drawing / document/ standard that prescribes the requirement to which product or service has to conform.

(xxiv) "Inspection" means activities such as measuring, examining, testing, 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:

- (a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for BRBNMPL,
- (b) mode of packing,
- (c) incidental services to be provided by the supplier
- (d) mode of despatch,
- (e) place of delivery, and

- (f) any other area(s) of the contract, as felt necessary by BRBNMPL depending on the merits of the case.
- 19.2.** In the event of any such modification/ alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/ or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by BRBNMPL, the supplier shall convey its views to BRBNMPL within twenty one days from the date of the supplier's receipt of BRBNMPL's amendment / modification of the contract.
- 19.3. Option Clause:** By a suitable provision in the SCC, the Purchaser may reserve the right to increase the ordered quantity by 25% at any time, till final delivery date of the contract, by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of Delivery Period.
- 20. Prices**
- 20.1.** Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender or during negotiations, if any, and incorporated in the contract except for any price adjustment authorized in the SCC.
- 21. Taxes and Duties**
- 21.1.** Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to BRBNMPL.
- 21.2.** Further instruction, if any, shall be as provided in the SCC.
- 22. Terms and Mode of Payment:** Unless specified otherwise in SCC, the terms of payments would be as follows:
- 22.1.** Unless otherwise specified in SCC, usual payment term is 100% on receipt and acceptance of goods by the 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 only.
- 22.2.1.** Where the terms of delivery is FOR dispatching Station, the payment terms, depending on the value and nature of the goods, mode of transportation etc. maybe 60% to 90% (as specified in SIT) on proof of dispatch and other related documents and balance on receipt at site and acceptance by the consignee.
- 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
- 60% on proof of dispatch along with other specified documents
  - 30% on receipt of the goods at site by the consignee and balance
  - 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
- 90% on receipt and acceptance of goods by the consignee at destination and on production of all required documents by the supplier
  - 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:
- Original Invoice
  - Packing List
  - Certificate of country of origin of the goods from seller's Chamber of Commerce.
  - Certificate of pre-dispatch inspection by BRBNMPL's representative/ nominee
  - Manufacturer's test certificate
  - Performance/ Warrantee Bond
  - Certificate of insurance
  - Clean on Bill of lading/ Airway bill/ Rail receipt or any other dispatch document, issued by a government agency (like postal department) or an agency duly authorized by the concerned ministry/ department
  - Consignee's Certificate confirming receipt and acceptance of goods
  - Dangerous Cargo Certificate, if any, in case of imported goods.
  - 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 receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
- The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
  - Delay in supplies, if any, has been regularized.
  - The contract price where it is subject to variation has been finalized.
  - The supplier furnishes the following undertakings:
- "I/We, \_\_\_\_\_ certify that It We have not received back the Inspection Note duly receipted by the consignee or any communication from BRBNMPL or the consignee about non-receipt, shortage or defects in the goods supplied. I / We agree to make good any defect or deficiency that the consignee may report within three months from the

date of receipt of this balance payment or six months from the date of dispatch whichever is later.

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

- 23.1. The time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be the essence of the contract and the supplier shall deliver the goods and perform the services under the contract within the time schedule specified by BRBNMPL in the List of Requirements and as incorporated in the contract.
- 23.2. Subject to the provision under GCC clause 28, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions besides any administrative action:
- 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:
- 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
  - 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.
  - 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 pursuance 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 (UNCITRAL) 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.

**Yours faithfully,**

( )  
**Signature with date.**

**Seal**

**Name:**

### 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 GGC 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)

S. No	GCC Clause No.	Topic	SCC Provision
1	8	Packing and Marking	As applicable
2	11	Transportation of Domestic Goods	Not applicable
3	12	Insurance	As applicable.
4	14	Incidental Services	As applicable.
5	15	Distribution of Dispatch Documents for clearance / Receipt of Goods	As applicable
6	16	Warrantee Clause	As applicable
7	19.3	Option & Repeat order Clause	As applicable
8	20.1	Price Adjustment Clause	Not applicable
9	21.2	Taxes and Duties	As applicable
10	22	Terms and Mode of Payments	As specified
11	24	Quantum of LD	As specified
12	25	Bank Guarantee and Insurance for Material loaned to Contractor	As specified
13	33	Resolution of Disputes	As specified
14	36	Disposal / Sale of Scrap by Tender	Not applicable

\*\*\*\*\*

### Section VI: List of Requirements

Schedule No.	Brief Description of Goods / Services	Quantity (with unit)	Earnest Money (in Rs.)
1.	Operating Industrial Canteen at BRBNMPL Township , Salboni on Fixed Menu Rate Contract Basis	Contract for One Year which can be extendable for Two more years.	NIL

The successful tenderer (Service Provider) shall provide “Canteen services” for our employees and other contractual workers . The Agency shall arrange to prepare / supply of different foodstuffs / food articles in line with the requirement and shall serve the same in the designated area of the Canteen / other areas of BRBNMPL, Salboni as advised from time to time. Besides, the foodstuffs should be prepared in an absolutely hygienic condition and of good quality.

**For details , please see Section VII: Technical Specifications -Scope of Work:**

## Section VII: Technical Specifications

### Scope of Work:

1. The successful tenderer (Service Provider) shall provide "Canteen services" for our employees and other contractual workers . The Service Provider shall arrange to prepare / supply of different foodstuffs / food articles in line with the requirement and shall serve the same in the designated area of the Canteen / other areas of BRBNMPL, Salboni as advised from time to time. Besides, the foodstuffs should be prepared in an absolutely hygienic condition and of good quality.
2. The *Service Provider* shall provide Breakfast/Lunch/Dinner and Snacks as per the approved Menu. Any changes in a particular item shall be done as per requirement of BRBNMPL and mutual consent.
3. **The *Service Provider* has to operate the canteen from 05.00 hrs. to 23.00 hrs. on all working days of the BRBNMPL ,Salboni or as communicated by the Company from time to time.**  
The Canteen shall have the capacity & resources to cater to approx.1000 employees of BRBNMPL and another 350 contractual employees .
4. The Industrial Canteen will be operated on commercial basis by charging a nominal Monthly License Fee at the prevailing rate of Rs.2/- per sq.ft. , the area of canteen being approx. 1200 sq.ft. So Monthly License Fee comes to Rs.2400/- only.
5. Water and other essential infrastructure like Cooking Equipments, Utensils, Refrigerator etc. may be provided free of cost by the Company. **But the cost of deployment of Manpower, Cooking Fuel (LPG) , Raw Material for cooking food articles, ration and any other material required either for preparing or preserving food are to be arranged on their own by the Agency. The food shall be prepared / served as per the approved menu and as per the pre-fixed rates (rate to be submitted in Price Schedule )**. However, shortage of utensil / equipment should not be constrained for providing the desired service. Besides the kitchen room, related areas, utensils and other equipment's so used for preparing foodstuffs should always be kept neat and clean.
6. Food items other than Pre-fixed Menu Rates mentioned in the Annexure may be charged at Commercial Rates as decided by the Service Provider.
7. At least **one Vegetarian Food Item** should be available at any point of time during the operational hours of the canteen.
6. **SODEXO MEAL PASS CARD** should be accepted by the Service Provider.
- 7.The Service Provider shall always use good quality fresh vegetables, fruit, ISI marked flour; pulses; rice; non-veg; spices; cooking oils; tea, sweets, etc. and the same shall be arranged, purchased by the Service Provider at his own cost. Service Provider shall always ensure that the leftover food should be discarded and will not be reused again. The Company shall have the right to inspect any/all provision, materials, eatables or foodstuff brought/served by the Service Provider and take samples thereof for inspection and analysis. The decision of the company with regard to the quality/purity of such provisions, materials, eatables or foodstuff shall be final and binding on the Service Provider. **If the company finds any adulteration in the said materials/food/snacks or the same are found to be of poor/sub-standard quality, it may impose penalty and/or terminate this Agreement by giving one months' Advance Notice. Service Provider shall be liable to compensate the Company to the extent of losses and damages suffered by the company for failure of the Contractor on this count.**

8.The Pantry Areas shall be kept neat, clean and well maintained by the *Service Provider* at all times at its own costs and shall be responsible for preventive and regular maintenance of utensils & appliances. Replacement/major repairs of the equipment's on account of normal wear and tear shall be the responsibility of the company. However, repairs occasioned by the negligence of *Service Provider* /its employees or any other person working under the direction of *Service Provider* or its employees/staff shall be responsibility of the *Service Provider* at its own cost.

9.The staff so deployed by the successful tenderer should be healthy and must not be suffering from any infectious / contagious diseases. And the Service Provider shall ensure that its employees, rendering the said services, always remain neat and tidily dressed in the uniform supplied by the Service Provider at its own cost.

10.The deployed staff should be competent, matured apart from being polite, sober, well-mannered, gentle, and courteous person with working experience in providing/managing Industrial Canteen in any reputed Organization. Company also reserves the right to verify their character and antecedents by the police authorities. If any deployed staff's performance / conduct are not acceptable to the Company, he must be replaced within 07 days of notice.

11. **The successful bidder has to provide Personnel Protective Equipment (PPE) like hand gloves, apron, cap, etc. to the staff engaged in the work at his cost. In case of non-compliance, BRBNMPL reserves the right to impose suitable penalty and provide the same.**

12.The services to be rendered by the *Service Provider* under the Agreement will be under close supervision, co-ordination & guidance of the company. The Contractor shall frame appropriate procedure for taking immediate action as may be advised by the company from time to time.**The contract is liable to be terminated by any one or both the parties by giving an Advance Notice of 3 months .However for failure to take corrective action for any quality issues ,the contract may be terminated by Management by giving one months' Advance Notice.**

13.The successful *Service Provider* shall issue identity cards, on its own name and trading style, to its staff deputed for rendering the said services, which at company's option, and would be subject to verification at any time.

15.The quality and punctuality in rendering of the said services are the essence of the contract and the Contractor undertakes to abide by them at all times

16.For any clarification bidder may contact at 03227-280317/280176 within office hour

\*\*\*\*\*

**Section VIII: Quality Control Requirements / Declaration by Tenderer**  
**COMPLIANCE STATEMENT for Operating Industrial Canteen at BRBNMPL**  
**Township , Salboni on Fixed Menu Rate Contract Basis**

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

**Subject: Tender Enquiry No.058/SAL/PUR/2017-18 dated 04/10/2018**

**Profile of Tenderer**

We received your tender enquiry cited and are pleased to enclose the following as our technical bid for your kind consideration.

Sl. No.	Description	Information		
1	Name of the Caterer/ Agency			
	Complete Address			
	Phone No. mail ID	E-		
2	Contact Person/ Representative of firm  Name Designation:-			
	Phone:	Mobile Phone:		
3	Name of the Proprietor, Partners/Directors of the applicant with addresses and phone numbers			
4	Food License No:	Registration No & Date:		
	PAN:	G.S.T:		
	ESI:	EPF:		
	(Enclose copies of above)			
5	Whether Quality Certification obtained for any of the Food courts/Dining facilities/Canteen services provided (If Yes, copy to be enclosed)			
6	Litigations, if any, connected with Canteen Work	Yes/No (if yes, details to be furnished)		
7	Any other information, tenderer wishes to provide in support of their credentials	Details, if any, to be furnished		
8	List of similar work executed/in hand during the last 3 years for institutional/commercial complexes. (copy to be enclosed)			
Sl. No.	Location of the work & Name of Organization	Contract Amount (Rs.)	Contract Period	Name & Contact No. of the client

## 9) Annual Report (Profit &amp; Loss A/c &amp; Balance Sheet) for last 3 years ending 31/03/2018

Financial Year	Turn over	Profit/Loss	Net Worth
2015-16			
2016-17			
2017-18			

10) Details of Earnest Money Deposit(EMD): not applicable

11. Security Deposit/ Performance Bond, as per tender conditions (Please refer GCC Clause 6 under Section IV) is accepted:

12. We confirm that on being successful in the tender we would execute the order for **Operating Industrial Canteen at BRBNMPL Township , Salboni on Fixed Menu Rate Contract Basis** exactly as per the details specification and scope of work mentioned in this tender.

13. We also confirm that we abide by all the tender conditions and we do not have any counter conditions.

Thanking you,  
Yours faithfully,

(Signature with date)  
Name of the Firm

Seal

*Note: (i) Techno-commercial bid **without** Copies of documents in support of eligibility criteria etc. as mentioned in tender, Compliance Statement – Copy of in-complete set of tender documents duly signed with seal affixed, is liable to be rejected. Offers received after the closing time and date will not be considered.*

*(ii) Tenderer shall sign and stamp on each page of tender forms (including section specification as a proof of acceptance. Additionally wherever in the specification values, data is called for the same shall be provided/specified in offer. Blanket statement such as “we confirm to this specification” is not acceptable*

\*\*\*\*\*

## 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 maintain secrecy, exclusivity and confidentiality of the high security currency printing environment of BRBNMPL.

Yours faithfully,

( \_\_\_\_\_ )

**Seal**

Name

Signature with date

## Blacklisting

**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



## **Section IX: Qualification / Eligibility Criteria**

### **Pre-Qualification:**

1. *Must have provided Canteen Services to reputed government organizations/ central autonomous bodies and/or PSUs for **at least three years or more** as on closing date of this tender.*
2. *Must have Contract Labour License and Food License.*
3. *The Service Provider/Caterer must be a Proprietary/Partnership firm/ Limited Company/Agency/ Society legally constituted or registered under the relevant Act.*
4. *Must be registered with EPF, ESI, and such other tax authorities as Income Tax and Service Tax for which the agency has to submit necessary documents such as PAN, GST, IT return of last three years, EPF, and ESI registration etc.*
5. *The Service Provider/ Caterer must have successfully carried out the canteen services (preferably in Central Government/Central Autonomous institutes /central Public Sector Undertaking). In this regard, The Service Provider /Caterer must submit the work orders and performance certificate from the serving institutions / organizations during last 03 years.*
6. Complete details of clients of the Caterer must be enclosed with the Technical bid; Client(s) address, name of contact person with phone numbers must be listed in the enclosure.
7. The Caterer must submit an undertaking that the Agency has not been blacklisted in any organization and no case is pending with the police or in court of law against their name.

### **Financial Standing:**

- (i) *Average Annual Turnover of the Bidder firm should be more than **Rs.10 Lakh**, only from Canteen Services during the last three financial Years [2015-16, 2016-17 & 2017-18] in the books of Account.*
- (ii) *Bidder Firms should not have suffered any financial loss for more than one year during the last three years.*
- (iii) *The net worth of the firm should not have eroded by more than 30% in the last three years.*

### **Note:**

- a. All financial standing data should be certified by certified accountants e.g. Chartered Accountants (CA) in India and Certified Public Accountant / Chartered Accountants.
- b. All Experience, Past Performance / Capability related Data should be personally certified by the authorized person of the Bidder Firm.
- c. Credentials in support of the above, i.e., Copy of Contracts or Financial standings through Profit and Loss Account or Balance Sheet or Annual Report or ITCC, etc., of previous years as stated should be submitted along with the technical bid.

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.

**Section X: Tender Form**

[To be submitted alongwith the Technical Bid]

To

Date: .....

**BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED**  
**(Wholly owned Subsidiary of Reserve Bank of India)**  
**Note Mudran Nagar, Salboni, Midnapore (West)**  
**West Bengal PIN - 721 132**

**Ref: Your Tender document No.058/SAL/PUR/2018-19 dated 04/10/2018**

1. *We, the undersigned have examined the above-mentioned tender enquiry document, including amendment no. -----, date \_\_\_\_\_ (if any), the receipt of which is hereby confirmed. We now offer to Operate Industrial Canteen at BRBNMPL Township, Salboni on Fixed Menu Rate Contract Basis (description of goods and services) in conformity with your above referred document, as shown in the price schedule(s), attached herewith and made part of this tender.*
2. *If our tender is accepted, we undertake to supply the goods/services and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.*
3. *The price schedule(s), attached herewith [Section XI] is submitted.*
4. We further confirm that, if our tender is accepted, we shall provide you with Security Deposit which is 10% of the total value of the tendered item as mentioned in terms of tender conditions above.
5. *I confirm that if successful, I shall supply the food items required for the activity of Operating Industrial Canteen Service at BRBNMPL, Salboni. I understand that if I do not execute the contract as per terms and conditions of the tender as well as the Work Order, BRBNMPL reserves the right to initiate action as per extent rules shall be taken including cancellation of order and forfeiture of Security Deposit/Performance Security.*
6. We confirm that the quoted prices will remain firm and there would not be any price escalation during the contract period.
7. We also confirm that we abide by all the tender conditions and we do not have any counter conditions.
8. We agree to keep our tender valid for acceptance for a period upto as required in the above Section V - Special Conditions of Contract, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender upto the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period.
9. 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.....

\*\*\*\*\*  
 \_\_\_\_\_

## Section XI: Price Schedule

[To be submitted alongwith the Price Bid]

### Proforma of Price Bid for " Operating Industrial Canteen at BRBNMPL , Salboni on Fixed-Menu Rate Contract Basis "

From <<Name>>

Date:

To

The General Manager,  
BRBNMPL,  
P.O.RBNML  
Salboni - 721 132.

Dear Sir,

**Sub: Price Bid for Operating Industrial Canteen on Fixed-Menu Rate Contract Basis at  
BRBNMPL, Salboni**

**Ref: Your Tender Enquiry No. 058/SAL/PUR/2018-19 dated 04/10/2018**

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

#### Rates for Food Menu: (Section-III)

Sl. No.	Type of Food Items	Description of Meal	Rate (inclusive of GST) in Rs.			
			Max Rate Admissable	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year
1.	Break Fast - Plain	(i) IDLY -Regular Size (02 Nos.) with Sāmbhar & Chutney	15			
		(ii) MEDU VADA- Regular Size (02 Nos.) with Sāmbhar & Chutney	20			
		(iii) PURI -Small Size(05 Nos.) with Sabji	25			
		(iv) Rava Upma (150gms) with Chutney	25			
		(v) Roasted Bread (04 Slices) with Sauce / Butter & Jam	25			
		(vi) Vegetarian Chowmein (01 Plate)	40			
		Average for 3 years				
2.	Break Fast - Special	(i) Omelet / Bread Omelet (02 Nos.) with Sauce / Butter & Jam	30			
		(ii) Plain Dosa - Medium Size (02 Nos.) with Sambhar & Chutney	30			
		(iii) Masala Dosa -Regular Size (01 No.) with Sambhar & Chutney	35			
		(iv) Aloo Paratha - Regular Size (02 Nos.) with Curd & Pickle	30			
		(v) Egg Chowmein (01 Plate)	50			
				Average for 3 years		
3.	Evening Snacks	(i) Samosa (Single)	5			
		(ii) Sandwich (2 Nos.)	25			
		(iii) Paneer Pakoda (01 Plate - 4 nos.)	40			
		(iv) Vegetarian Chowmein (01 Plate)	40			
		(v) Egg Chowmein (01 Plate)	50			
				Average for 3 years		

4.	Beverages	(i) Tea-150 ml. (ii) Coffee - 150 ml.	6 8			
		Average for 3 years				
5.	Veg Meals for Lunch & Dinner	Rice (100 gms)+Roti (2 Nos.) <b>OR</b> Roti ( 4 Nos,) <b>OR</b> Rice ( 150 gms) Dal (150ml), Seasonal Vegetable Sabji (100 gms), Vegetable Fry (50 gms.) , Papad, Curd (75gms), Pickle	45			
		Average for 3 years				
6.	Non-Veg Meals for Lunch & Dinner	Rice (100 gms)+Roti (2 Nos.) <b>OR</b> Roti ( 4 Nos,) <b>OR</b> Rice ( 150 gms) Dal (150ml), Seasonal Vegetable Sabji (100 gms), Vegetable Fry (50 gms.) , Papad, Curd (75gms), Pickle, Egg Curry ( 2 eggs) <b>OR</b> Fish/Chicken (150 gms.) <b>OR</b> Mutton ( 60 gms.)	60			
		Average for 3 years				

Thanking you,

Yours faithfully,

( )

**Seal**

Name

Signature with date.

**Note:**

i) Price should be quoted exactly as per the format given above.

ii) Price bids with conditions / Counter conditions are liable for rejection

**BRANDS OF CONSUMABLE**  
**S PERMISSIBLE**

<b>Item</b>	<b>Brand</b>
Salt	Tata, Annapurna, Nature Fresh, Captain Cook, Ashirwad
Spices	M.D.H, Everest, Ruchi,
Ketchup	Maggie, Kissan, Tops, Weikfield
Oil(Sunflower)	Sundrop, Saffola, Fortune, Dhara, nature fresh, (use of Vanaspati ghee is prohibited)
Pickle	Mother's, Pravin, Priya, Tops
Atta	Ashirvad, Pillsbury, Annapurna, Ganesh
Instant Noodles	Maggie, Top Ramen,
Flavoured Drinks	Rasna, Roohafza, Mapro, Kissan,
Papad	Lijjat, madhuri
Butter	Amul, Mother Dairy, Britannia
Bread	Diamond, Modern, Britannia
Jam	Kissan, Mapro, Druk, Maggie
Ghee	Amul, Mother Dairy, Britannia, Everyday
Cow Milk	Omfed, Amul, Mother Dairy
Paneer	Amul, Mother Dairy, Britannia
Tea	Brooke Bond, Lipton, Tata, Taaza
Coffee	Nescafe, Bru
Ice-Cream	Amul, Mother Dairy, Kwaliti, Naturals, Vadilal
Soya	Nutrella
Frozen Peas	Safal (OffSeason), AlKabeer, Mother Dairy, reliance
Cheese	Amul, Mother Dairy, Britannia
Sauce (Chilli, Garlic, Soya, Tomato)	Chings, Heinz, Maggi, Kissan

We agree to use the above Permissible Brand of Consumables .

Thanking you,

Yours faithfully,

( )

**Seal**

Name

Signature with date.

**\*\*Agency may use any other FPO approved brands only if permitted by the Canteen Committee in writing. Ajinomoto is strictly prohibited.**

### **Section XII: Questionnaire**

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

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

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

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

Sl. No	Query	Bidder's Response
1.	Brief description and of goods and services offered:	
2	Offer is valid for acceptance upto	<b>120 Days from the date of opening of tender</b>
3.	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 VAT/CST/Service Tax (if any) registration certificate as allotted by the Commercial Tax Authority of the concerned State)	
4.	<b>Status:</b>	
4 a	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.	
4 b	Are you currently registered under the 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.)	
5.	Please indicate name & full address of your Banker(s) and fill up & submit the enclosed Bank Mandate Form	
6.	Please state whether business dealings with you currently stand suspended/ banned by any Ministry / Deptt. of Government of India or by any State Govt.	
7.	Whether Technical & Financial Bid is kept in two separate sealed cover with clear superscription on the envelope and these two covers are put in a big cover marking Tender details?	
8.	Whether required EMD & cost of tender documents is submitted along with the technical bid.	
9.	We _____ name of the company confirm that we abide by all the terms & conditions of this tender and we don't have any counter conditions.	

.....  
(Signature with date)

**Seal:**

**Annexure-B**

(Authorization form for encashment of Fixed Deposit)

**(To be submitted to M/s Bharatiya Reserve Bank Note Mudran Pvt. Ltd. Salboni in Original)**

[Please refer EMD Clause at Page No. 6]

To  
The Branch Manager

-----  
-----  
-----

Dear Sir,

Sub: Authorization for Encashment of Fixed Deposit

Ref: Fixed Deposit Receipt No....., Dated:.....for Rs. .... as EMD.

I/We ....., (name of the bidder as appearing in FD) unconditionally authorize you to encash the above referred FD and pay the amount to M/s Bharatiya Reserve Bank Note Mudran Pvt. Ltd., Salboni if it is requested by them, without seeking our further advice whatsoever in this regard.

Thanking you,  
Yours faithfully,

.....

(Authorized signature with stamp)

Name :

Designation :

Contact No.

Date :

Place :

Cc : Branch Manager of the issuing bank – For information and necessary action.

(Tenderer may duly fill this form & get it certified by your Bank authorities & submit it along with tender document. This is one time affair only.)

**NATIONAL ELECTRONIC FUND TRANSFER MANDATE FORM**

**Model Mandate Form**

1. Customers Name	
Customers Complete Address	
Customers Telephone & Fax No.	
Customers E-mail Address	
<b>2 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 Authorised official of the Bank.



### **GST Registration Declaration**

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

With reference to above please find attached herewith the information on GST registration,

Name of Entity (Firm)	
Address Line 1	
Address Line 2	
PIN Code	
State	
Type of Entity	
PAN	
CIN No.	
Place of Supply	
Trade Type	
Provisional GST ID	
GST ARN No.	

Final registration certificate will be updated after implementation of GST as per law.

Thanking you,  
Yours faithfully,

.....

(Authorized signature with stamp)

Name :  
Designation :  
Contact No.

Date :  
Place :

Checklist for Tenderers

<b>Check List for Tenderers</b>	
<b>Please ensure that</b>	
1	<p>Proforma for Techno-commercial Bid is to be kept in <b>First Sealed Cover</b>, superscribing '<b>TECHNO-COMMERCIAL BID</b>' on the cover after confirming:</p> <ul style="list-style-type: none"> <li>a) <b>Section VIII: Profile of Tenderer for Quality Control Requirements &amp; Compliance Statement is completely filled and signed</b> along with supporting documents.</li> <li>b) <i>All financial data should be certified by certified accountants e.g. Chartered Accountants (CA).</i></li> <li>c) All experience, past performance and "capacity/capability related/ data" should be certified by the authorized signatory of the bidder firm [Refer: <b>Section IX</b>].</li> <li>d) Proforma (<b>Section X: Tender Form</b>) is completely Filled &amp; signed.</li> <li>e) Questionnaire (<b>Section XII</b>) is completely Filled &amp; signed.</li> <li>f) Copies of Professional Tax, PAN, GST No. etc. to be submitted.</li> <li>g) Bank Mandate form to be submitted duly filled up</li> </ul>
	<p>Proforma of Price bid (Price Break-up) (<b>Section XI: Price Schedule</b>) is filled, with detailed price break up/tax applicable, signed and is kept in <b>Second Sealed Cover</b> superscribing "PRICE BID" on the cover.</p>
2	<p>All the above-mentioned two sealed covers are put in a <b>Separate sealed cover</b> superscribing "Tender for <b>Selection of Service Provider for Operating Industrial Canteen on Fixed-Menu Rate Contract Basis</b> at BRBNMPL, Salboni"" against TE-058/SAL/PUR/2018-19, Due on 09/11/2018."</p>
3	<p>All Correspondences should be addressed to:</p> <p><b>The General Manager, Bharatiya Reserve Bank Note Mudran (P) Ltd, PO: RBNML, Salboni - 721 132 Dist.: Midnapore (West) West Bengal</b></p>

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