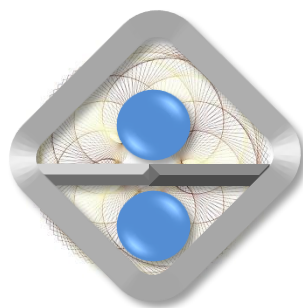


This notice is being published only as an abundant precaution and is not an open invitation to quote in tender, participation in this Tender is by Invitation only and is Limited to the selected BRBNMPL's registered bidders for item, who have been sent this tender by Post / Courier. Unsolicited offers are liable to be ignored

**भारतीय रिजर्व बैंक नोट मुद्रण प्राईवेट लिमिटेड**  
**नैगमिक कार्यालय, बेंगलूरु**  
**BHARATIYA RESERVE BANK**  
**NOTE MUDRAN PRIVATE LIMITED**  
**CORPORATE OFFICE, BENGALURU**



**Tender Document for:**

**ENGAGING PARTNERSHIP/LIMITED LIABILITY PARTNERSHIP FIRMS OF CHARTERED ACCOUNTANTS FOR CONDUCTING INTERNAL AUDIT OF BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED (BRBNMPL), AS PER GIVEN SCOPE & SCHEDULE FOR THE FINANCIAL YEAR 2021-22 AND FURTHER EXTENDABLE FOR 4 YEARS, ON YEARLY RENEWABLE BASIS.**

**निविदा सं. 0010/CO/F&A/LT/2020-21 दिनांक फरवरी 02, 2021**

**TENDER No: 0010/CO/F&A/LT/2020-21 dated February 2, 2021**

बंद होने की तिथि और निविदा अप्राप्ति का समय/ <b>Closing Date &amp; Time for receipt of Tender</b>	14:30 Hrs on February 24, 2021
दस्ती निविदा प्राप्ति की जगह / <b>Place of receipt of tender by Hand</b>	बीआरबीएनएमपीएल, बेंगलूरु BRBNMPL, Bengaluru
निविदा खोलने की तिथि और समय / <b>Time &amp; Date of Opening of Tender</b>	15:00 Hrs on February 24, 2021
निविदा खोलने की जगह/ <b>Place of Opening of Tenders</b>	बीआरबीएनएमपीएल, बेंगलूरु BRBNMPL, Bengaluru

भारतीय रिजर्व बैंक नोट मुद्रण (प्रा.) लिमिटेड, बेंगलूरु  
**BHARATIYA RESERVE BANK NOTE MUDRAN (P) LTD**  
**Bengaluru -560029**

दूरभाष / Phone: 080-66602000, 66602033

फैक्स / Fax: 080 – 66602039, ई-मेल / E-Mail: [cobangalore@brbnmpl.co.in](mailto:cobangalore@brbnmpl.co.in)

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

अहस्तांतरणीय / **Not Transferable**

**Security Classification: Non-Security**

**Tender Document for:**

**ENGAGING PARTNERSHIP/LIMITED LIABILITY PARTNERSHIP FIRMS OF CHARTERED ACCOUNTANTS FOR CONDUCTING INTERNAL AUDIT OF BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED (BRBNMPL), AS PER GIVEN SCOPE & SCHEDULE, FOR THE FINANCIAL YEAR 2021-22 AND FURTHER EXTENDABLE FOR 4 YEARS, ON YEARLY RENEWABLE BASIS**

निविदा सं. 0010/CO/F&A/LT/2020-21 दिनांक फरवरी 2, 2021

TENDER No: 0010/CO/F&A/LT/2020-21 dated February 2, 2021

This document contains \_\_\_\_\_ pages

The tender document is sold to:

M/s. _____
Address _____

Details of Contact person in BRBNMPL regarding this tender:

1. नाम / Name : श्री के.आर.गुप्ता / Shri K. R. Gupta  
पदनाम / Designation : उप महा-प्रबन्धक (वित्त एवं लेखा) / Deputy General Manager (F&A)
2. नाम / Name : श्री जे. के. वधवा / Shri J. K Wadhwa  
पदनाम / Designation : सहायक महा-प्रबन्धक (वित्त एवं लेखा) / Asst. General Manager (F&A)

पता /Address:

भारतीय रिजर्व बैंक नोट मुद्रण प्राइवेट लिमिटेड  
Bharatiya Reserve Bank Note Mudran Private Limited,  
पंजीकृत एवं नैगमिक कार्यालय/Regd. & Corporate Office,  
न./No. 3 & 4, 1ला स्टेज, 1ला फेज /1<sup>st</sup> Stage, 1<sup>st</sup> Phase,  
बीटीएम लेआउट , जल भवन के पास/BTM Layout, Near Jal Bhavan,  
बनेर्घट्टा रोड /Bannerghatta Road,  
बेंगलूरु / Bengaluru - 560029

ई-मेल/Email: [krgupta@brbnmpl.co.in](mailto:krgupta@brbnmpl.co.in) / [jkwadhwa@brbnmpl.co.in](mailto:jkwadhwa@brbnmpl.co.in)

दूरभाष / Phone: 080 – 66602000, 66602024, Fax: 080-66602033

## जांच बिन्दु / CHECK LIST

(कृपया यह जांच सूची भरकर तकनीकी बीड के साथ दें / Please fill this check list and attach with technical bid)

Sl. No.	Description	Enclosed	Remarks
1	DD for ₹ 500/- as Tender fee	Yes/No	
2	EMD as per GIT Clause 18	Yes/No	
3	All pages of Tender Document, duly signed and sealed	Yes/No	
4	Duly filled and signed table of (self-evaluated score) Technical Evaluation criteria of this tender (Point Allocation) along with supportive documents as per Section IX.	Yes/No	
5	Dully filled, signed & Stamped copies of all Annexures (Annexure A to I) (wherever applicable)	Yes/No	
6	PAN Card copy	Yes/No	
7	Copy of GST registration certificate	Yes/No	
8	Certified copies of the Financial Statement of last three years as per Section IX	Yes/No	
9	Certified copies of the IT returns of last three years as per section IX.	Yes/No	
10	Dully filled, signed and stamped copies of the Scope of Internal Audit and Compliance statement as per Section VII.	Yes/No	
11	Duly filled signed and stamped copy of Section X : Tender Form.	Yes/No	
12	Duly filled signed and stamped copy of Section XII: Questionnaire	Yes/No	
13	Work Experience Certificates (Work Order / Appointment Order) / Certification copy as proof of experience.	Yes/No	
14	Copies of Registration with ICAI , C&AG, RBI etc.	Yes/No	
15	EMD & Tender Fee in one sealed cover (Sl. No 1 & 2)	Yes/No	
16	Duly signed and stamped all pages of tender documents along with all other documents except price bid (Section XI) in one sealed cover (Sl. No 3 to 14)	Yes/No	
17	Price Bid (Section XI) in separate sealed cover	Yes/No	
18	All the three sealed covers (Sl. No-15, 16 & 17) in one sealed cover	Yes/No	

**Seal and Signature**

**इस निविदा एंक्वाइरी की विषय-वस्तु / CONTENTS OF THIS TENDER ENQUIRY: (In SBD Format)**

<b>Section No.</b>	<b>Description</b>	<b>Page No.</b>
Section I	Notice Inviting Tender (NIT)	enclosed
Section II	General Instructions to Tenderers (GIT)	Enclosed
Part I	General Instructions Applicable to all Types of Tenders	Enclosed
Part II	Additional General Instructions Applicable to Specific Types of Tenders:	Enclosed
Section III	Special Instructions to Tenderers (SIT)	Enclosed
Section IV	General Conditions of Contract (GCC)	Enclosed
Section V	Special Conditions of Contract (SCC)	Enclosed
Section VI	List of Requirements	Enclosed
Section VII	Technical Specifications	Enclosed
Section VIII	Quality Control Requirements	Enclosed
Section IX	Qualification / Eligibility Criteria	Enclosed
Section X	Tender Form	Enclosed
Section XI	Price Schedule	Enclosed
Section XII	Technical bid/Questionnaire	Enclosed
Section XIII	Bank Guarantee Form for EMD	Enclosed
Section XIV	Manufacturer's Authorization Form	Not applicable
Section XV	Bank Guarantee Form for Performance	Enclosed
Section XVI	Contract Form	Enclosed
Section XVII	Letter of Authority for attending a Bid	Enclosed
Section XVIII	Shipping arrangement for liner cargo-	<i>Not applicable</i>
Section XIX	Proforma of Bills for Payments	Not applicable
Section XX	Pre contract Integrity Pact	Not applicable
Annexure - A	FORMAT FOR BIDDERS PROFILE	Enclosed
Annexure - B	NEFT – Model Mandate Form	Enclosed
Annexure - C	Undertaking to fulfil the Security Deposit	Enclosed
Annexure - D	Confidentiality Statement and Declaration	Enclosed
Annexure – E	Non-Disclosure undertaking to be submitted	Enclosed
Annexure – F	Declaration & Undertaking by MSME etc.	Enclosed
Annexure – G	Sample Structure of IFC Document	Enclosed
Annexure – H	Sample Structure of Internal Audit Report – (Executive Summary)	Enclosed
Annexure – I	Sample Structure of Internal Audit Report (Main)	Enclosed

**भारतीय रिजर्व बैंक नोट मुद्रण (प्रा.) लिमिटेड, बेंगलूरु**  
**BHARATIYA RESERVE BANK NOTE MUDRAN (P) LTD**  
**Bengaluru-560029**

दूरभाष / Phone: 080-66602000, 66602024

फैक्स / Fax: 080 – 66602039, ई-मेल / E-Mail: [cobangalore@brbnmpl.co.in](mailto:cobangalore@brbnmpl.co.in)

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

**भाग / SECTION- I: निविदा आमंत्रण की सूचना / NOTICE INVITING TENDER (NIT)**

दिनांक / Dated: February 2, 2021

M/s.

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**निविदा सं. 0010/CO/F&A/LT/2020-21 दिनांक फरवरी 02, 2021**

**TENDER No: 0010/CO/F&A/LT/2020-21 dated February 02, 2021**

**Sub:** Tender Document

Dear Sir/Madam,

Sealed tenders in TWO parts (Part-I - Technical and Part-II Commercial (Price) bid) are invited for **“ENGAGING PARTNERSHIP/LIMITED LIABILITY PARTNERSHIP FIRMS OF CHARTERED ACCOUNTANTS FOR CONDUCTING INTERNAL AUDIT OF BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED (BRBNMPL), AS PER GIVEN SCOPE & SCHEDULE, FOR THE FINANCIAL YEAR 2021-22 AND FURTHER EXTENDABLE FOR 4 YEARS, ON YEARLY RENEWABLE BASIS”**.

Sch. No.	Brief Description of Goods / Services	Quantity (Unit)	Earnest Money Deposit	Remarks
	Engaging partnership/limited liability partnership firms of chartered accountants, for conducting internal audit of Bharatiya Reserve Bank Note Mudran Private Limited (BRBNMPL) as per given schedule & scope for the FY 2021-22 and further extendable for 4 years, on yearly renewable basis.	--	--	<ol style="list-style-type: none"><li>1. Audit is to be done at the address and scope of work given in Section VI &amp; VII of the tender.</li><li>2. Initial assignment shall be for financial year 2021-22 and extendable for further 4 financial years, at the same terms and conditions for the given scope of work, on yearly renewable basis, and at the discretion of BRBNMPL.</li></ol>
I	i) BRBNMPL Corporate Office including BRBNMPL EPF Trust. ii.) BRBNMPL Mysuru Press. & iii.) Ink Manufacturing at BRBNMPL Mysuru Press.	Assignment will be on Financial yearly basis.	Nil (against bid security declaration)	
II	BRBNMPL Salboni Press		Nil (against bid security declaration)	

As per Scope of work mentioned at List of Requirement – Section-VI Type of Tender (Two Bid / PQB / EOI / RC / Development / Indigenization / Disposal of Scrap / Security item etc.	Two Part – Limited Tender
Date of Sale of tender documents	From February 02, 2021, to February 23 2021, during office hours
Price of the Tender Document	₹ 500/-
Closing date and time for receipt of tenders	<b>14:30 hrs. on February 24, 2021</b>
Place of receipt of tenders	Tender Box placed at Ground Floor पंजीकृत एवं नैगमिक कार्यालय / Regd. & Corporate Office, BRBNMPL
Time and date of opening of tenders	<b>15:00 hrs. on February 24, 2021</b>
Place of opening of tenders	पंजीकृत एवं नैगमिक कार्यालय / Regd. & Corporate Office, BRBNMPL
Nominated Person / Designation to Receive Bulky Tender (Clause 21.1 of GIT)	श्री. के.आर.गुप्ता / Shri K. R. Gupta उप महा-प्रबन्धक (वित्त एवं लेखा) / Deputy General Manager (F&A)/ श्री जे. के. वधवा / Shri J. K Wadhwa सहायक महा-प्रबन्धक (वित्त एवं लेखा) Asst. General Manager (F&A) Phone 080-66602049

- Interested tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website <https://www.brbnmpl.co.in> for further details.
- Cost of Tender Form: Cost of Tender Form is ₹ 500/-. Tender documents may be purchased from our office up to one day before the last date of submission of the tender during working hours, on payment of non-refundable fee of ₹ 500/- (**Five Hundred Rupees**) per set through:
  - Account Payee Demand Draft/ Banker's cheque from any scheduled commercial bank in India in favour of “**Bharatiya Reserve Bank Note Mudran Private Limited**”, payable at **Bengaluru**.
  - Online Bank Transfer (Proof of online transfer should be submitted along with the tender papers). For payments to be made online transfer through NEFT/RTGS at BRBNMPL account State Bank of India, OB, Bengaluru, SBI A/c No.: **10605523157** IFSC: **SBIN0006861**
  - Other Electronic Modes of Payment as per UPI id and QR code given below.
    - Unified Payments Interface (UPI) (BHIM-UPI)
    - Unified Payments Interface Quick Response Code (UPI QR Code) (BHIM-UPI QR Code)
- The tender document can also be downloaded from our website ([www.brbnmpl.co.in](http://www.brbnmpl.co.in)) in which case the cost of the tender form in the form of DD should be submitted in the envelope containing Earnest Money Deposit. The offer of the bidders who do not submit the cost of the Tender Document downloaded from the website shall be liable for rejection.
- 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.
- In the event of any of the above mentioned dates being declared as a holiday/ closed day for the purchase organization, the tenders will be sold / received / opened on the next working day at the appointed time.
- The tender documents are not transferable.
- The eligible bidder shall be selected as per the eligibility criteria mentioned in Section IX of the tender & Tender shall be finalized on schedule wise Lowest (L1) bidder basis from eligible

bidders as per section XI.

9. BRBNMPL reserves the right to accept/reject/cancel any or all tender documents without assigning any reason thereof. BRBNMPL also reserves the right to accept the tender in whole or part. Incomplete documents not submitted in accordance with the directions issued shall be liable for rejection.
10. Tenderer shall note that the tender document is kept same for all schedules, if more than one schedule is specified, for administrative convenience. BRBNMPL reserves the right to conclude contract for each schedule independently as per the response and qualification.
11. Tenderers who are currently registered and shall continue to remain registered during the tender validity period with **Central Purchase Organisation (CPO)** are exempted from payment of **tender fee** and **earnest money** and it should furnish certified copy of its valid registration details.
12. **Exemption, relaxation for MSEs and Startups in public procurement:**

**a) Exemptions:**

- (i) The tenderers who are currently registered and shall continue to **remain registered during the tender validity period** as a Micro and Small Enterprise (MSE) as defined in MSEs Order 2012 issued by Ministry of Micro, Small and Medium Enterprises (MSME) or as a Startup as recognised by Department for Promotion of Industry and Internal Trade (DPIIT), are exempted from payment of **tender fee** and **earnest money**. In case the tenderer falls in these categories, it should furnish certified copy of its valid registration details (registration as a MSE or Startup, as the case may be).
- (ii) **Micro and Small Enterprises** must attach Registration Certificate issued by DIC / KVIC / KVIB / Coir Board / NSIC / Directorate of Handicrafts and Handlooms, or any other body specified by MSME for authentication such as Udyog Aadhaar Memorandum / Acknowledgment.
- (iii) The bidder who intends to participate as "Startup" company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.
- (iv) **No exemption will be given for depositing of security deposit (SD) to any DIC/SSI/MSME/NSIC/Startup registered firm.**

**b) Relaxation of norms for Prior experience, Prior Turnover criteria in public procurement:**

As per Office Memorandum No. F.20/2/2014-PPD (Pt.) dated 20.09.2016 issued by MOF, Department of Expenditure, Procurement Policy Division, New Delhi;

- (i) Criteria of Prior turnover and prior experience in public procurement to all Startups [whether Micro & small Enterprises (MSEs) or otherwise] is relaxed subject to meeting of quality and technical specifications in accordance with the relevant provisions of GFR 2005.
- (ii) However, there may be circumstances (like procurement of items/services related to public safety, health, critical security operations and equipment, etc.) BRBNMPL reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Micro and Small Enterprises including Startups on case to case basis.
- (iii) **For applicability of relaxation for Prior experience, Prior Turnover, refer to SIT provision for GIT clause No. 31 under Section III: Special Instructions to Tenderers (SIT).**

### **13 Product Reservation/Purchase Preference:**

#### **a. Product Reservation/Purchase Preference for MSE's:**

Purchase Preference shall be given to MSEs as per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 [D.O.21(1)/2011-MA dt.25/04/2012] along with further amendments, if any, notified by Govt. of India.

**For applicability of Purchase Preference refer SIT provision for GIT clause No. 35.2 & 35.3 under Section III: Special Instructions to Tenderers (SIT).**

#### **b. Purchase Preference for Local suppliers (linked with Local Content) (PP-LC):**

Purchase Preference shall be given to Local suppliers as per revised Public Procurement (Preference to Make in India) Order No. P-45021/2/2017-B.E.-II dated 04.06.2020 along with further amendments, if any, notified by Govt. of India.

**For applicability of Purchase Preference refer SIT provision for GIT clause No. 35.2 & 35.3 under Section III: Special Instructions to Tenderers (SIT).**

### **14 Salient points & conditions:**

#### **a) For MSE's:**

- (i) MSEs participating in the tender must submit valid & authorized copy of certificate of registration. In case of bidders submitting DIC registration certificate shall attach original notarized copy of the DIC certificate.
- (ii) Traders/ resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by Ministry of MSME( MoMSME).
- (iii) The registration certificate must be valid till tender validity period. Bidder shall ensure validity of registration certificate in case the tender opening date extended.
- (iv) The MSEs who have applied for registration or renewal of registration with any of the agencies/bodies, but have not obtained the valid certificate as on tender opening date, are not eligible for exemption/preference.
- (v) The MSE's Bidder to note and ensure that nature of services and goods / items manufactured mentioned in MSEs certificate matches with the nature of the services and goods/items to be supplied as per Tender for availing relaxation.

#### **b) For Startups:**

Startup Companies who are also registered as MSEs and wish to avail the benefits as applicable to MSEs, shall submit relevant documents covered under conditions for Micro and Small enterprises elsewhere in this tender.

#### **c) For Local suppliers, Purchase preference policy (linked with Local Content) (PP-LC):**

- (i) In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.
- (ii) The Local suppliers who have applied for registration or renewal of registration with any of the agencies/bodies, but have not obtained the valid certificate as on tender opening



date, are not eligible for exemption/preference. The registration certificate must be valid till tender validity period.

The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the **minimum local content on the date of bid closing date** and shall give details of the location(s) at which the local value addition is made.

- (iii) **Minimum local content:** Equal to or more than 50% for ***“Class -I local supplier”*** and more than 20% but less than 50% for ***“Class -II local supplier”***. Such bidders shall furnish following undertaking from the manufacturer on Manufacturer’s letter head along with their techno-commercial bid. The undertaking shall become a part of the contract.

*“We \_\_\_\_\_ (Name of Manufacturer/Supplier) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. \_\_\_\_\_ for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. \_\_\_\_\_.”*

- (iv) **Verification of local content:** Verification of local content will be as per **“para 9”** of revised Public Procurement (Preference to Make in India) Order No. P-45021/2/2017-B.E.-II dated 04.06.2020.

- (v) **Margin of Purchase preference:** The margin of purchase preference shall be 20%.

**15. Guidelines for filling two-part tender:**

- (a) **Part I:** First sealed cover should contain the required EMD amount, cost of tender form, technical offer (catalogue/brochure/specifications etc.), tender document including corrigendum pages, supportive documents related to eligibility criteria, tax related documents etc. along with all annexures of this tender **except Section XI (Price Schedule)**. All the pages included as Tender Document should be legible, neatly numbered and signed by authorized person with official seal of the Firm as acceptance of the terms and conditions. Offers with Counter Conditions is liable for Rejections. This first sealed cover should be clearly super-scribed with **“Part I - Technical Bid – TENDER ENQUIRY NO. 0010/CO/F&A/LT/2020-21 as per Section VI: List of requirement”**. **Any price indication in the Technical Bid will be summarily rejected.**
- (b) **Part II:** Second sealed cover should contain only section XI (Price Schedule) (duly sealed and signed). Format provided in the tender document for price schedule should be followed and any other format will be liable for rejection. This second sealed cover should be clearly super-scribed with **“Part II - Price Bid - TENDER ENQUIRY NO -0010/CO/F&A/LT/2020-21 as per Section VI: List of requirements”**.
- (c) The above mentioned sealed covers (**Part I & II**) should be put in another big cover, sealed and super-scribed as **“Offer for TENDER ENQUIRY NO -. 0010/CO/F&A/LT/2020-21 as per Section VI: List of requirement”** with due date of opening as February 24, 2021 and should be addressed to ‘The CFO Cum Company Secretary, BRBNMPL Corporate Office, No. 3 & 4, 1st Stage, 1st Phase, BTM Layout, Bannerghatta Road, Bengaluru-560029, Karnataka.
- (d) **Price:** The contract price should be based on the scope of work and other requirements as per tender and comprehensively covering all aspects of internal audit; break- up of total cost should to be quoted as per format at Section-XI -Price Schedule. The Price shall be firm during the period of contract and no increase, for the same scope, on any account other than statutory charges will be accepted.
- (e) **Price Variation:** The price should be firm for the contract period and there shall be no

variation/escalation on any account other than statutory charges.

- (f) **Payment terms** Payment shall be generally made on quarterly basis after satisfactory completion of quarterly audit and submission of audit report as per scope of work, along with original invoices and on compliance of all the tender conditions stipulated. Statutory deductions shall be made at source as per rule.

All payments to the Bidder shall normally be made by Electronics clearing facility.

- (g) Any change in tax structure during the currency of the contract shall be applicable and payable. All calculation should be on Basic Cost only.
- (h) **TENURE:** Initial assignment shall be for financial year 2021-22 which is extendable for further 4 financial years, at the same terms and conditions for the given scope of work, on yearly renewable basis, and at the discretion of BRBNMPL. However, the contract can be terminated at any time at the discretion of BRBNMPL with one month's notice.
- (i) **EMD:** The tender/ quotation should be accompanied with an EMD. EMD is payable in the same way as mentioned for Tender fee. However, for exemption of EMD refer SIT provision for clause 18.2 of GIT under Section III of this tender document. **[EMD is Nil for this tender against bid security declaration].**
- (j) **Security Deposit (SD)/ Performance Security:** Performance security is to be deposited @3% of total order value by the successful bidder of the tender. Also refer clause 6 of GCC under section IV for other applicable conditions.
- (k) **Bank Charges:** Bank charges on DD, Online Bank Transfer through RTGS/NEFT or Other Electronic Modes of Payment towards Tender form, EMD and performance security to be borne by the supplier only.
- (l) The tender document should be signed on each page by the tenderer or his duly authorized representative as token of his/their acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions, Scope of Work etc. as laid down. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected.
- (m) Parties who have been black listed /debarred by BRBNMPL or any PSU or any Government Departments are not eligible for submission of this tender.
- (n) Performance of the bidder in executing the previous contracts/orders of BRBNMPL may be taken into account during technical evaluation. The bids of the tenderers who were unsuccessful in completing the previous orders of BRBNMPL without any valid reason are liable to be ignored /rejected.
- (o) No counter conditions shall be accepted.
- (p) Offers submitted not in line with the above guidelines will be liable for rejection.
- (q) If any clarification is required, bidders are advised to send their request in writing to the contact details mentioned in tender so as to reach at least 07 days prior to date of opening of the tender.
- (r) Tender will be finalized on schedule-wise overall L1 basis rates of 5 years and not on year wise L1 basis.

बीआरबीएनएमपीएल हेतु तथा की ओर से / For and on behalf of BRBNMPL,

के.आर.गुप्ता / Shri K. R. Gupta

**Salient features of 'Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012'**

**CONDITIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)**

1. MSEs must be registered with any of the following in order to avail the benefits / preference available under MSEs Order, 2012: -
  - District Industries Centers (DIC)
  - Khadi and Village Industries Commission (KVIC)
  - Khadi and Village Industries Board
  - Coir Board
  - National Small Industries Corporation (NSIC)
  - Directorate of Handicraft and Handloom
  - Any other body specified by Ministry of MSME (MoMSME)
  - Udyog Aadhaar Acknowledgment / Udyog Aadhaar Memorandum issued by MoMSME
2. MSEs participating in the tender must submit valid & authorised copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate, they shall attach original notarised copy of the DIC certificate.
3. The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
4. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on closing date of the tender, are not eligible for exemption/preference. Where validity of such certificates such as NSIC certificate has lapsed, it shall be the responsibility of the bidder to seek renewal from the concerned Govt. agency before such expiry. *However, documentary evidence seeking extension before the lapse of validity of such certificate and an authorization letter from the Govt. agency having received application for renewal submitted before the bid closing date shall be accepted.*
5. **Manufacturer for tendered items / Service provider of tendered services:** The MSE bidder must be Manufacturer of tendered items for procurement / Service provider who is capable of rendering the tendered services by themselves to avail the benefits under MSEs Order, 2012. Traders/dealers/resellers/distributors/authorized agents will not be considered for availing benefits under MSEs Order, 2012 as per guidelines issued by MoMSME.
6. The MSEs registered with above mentioned agencies / bodies are exempted from payment of Earnest Money Deposit (EMD) & tender fees.

7. **Relaxation of Norms for Micro & Small Enterprises (MSEs):** Pre-qualification criteria with respect to Prior Turnover and Prior experience may be relaxed for Micro & Small Enterprises as per GOI guidelines subject to meeting of quality and technical specifications.
8. However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc., wherein BRBNMPL reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Micro and Small Enterprises.
9. Items which are reserved for exclusive purchase from MSEs *shall* be procured from Micro and Small Enterprises as per Public Procurement Policy.
10. Subject to meeting terms and conditions stated in the tender document, *at least 25%* of the total quantity of the tender is earmarked for MSEs registered with above mentioned agencies / bodies.
11. In case MSE bidder is L1, entire value of the tender is to be ordered on the L1 MSE bidder.
12. In tender, participating MSEs quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply at *least 25%* of the total tendered value (where the tender quantity can be split).
13. In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the supply may be shared proportionately if the job can be split.
14. In case the tendered quantity cannot be split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1 + 15% and they match the L1 price.
15. If the quantity cannot be split and there are more than one eligible MSE bidders (price band within L1+15%) then the opportunity to match the L1 rate of the tender shall be given first to MSE (who have quoted lowest rate among the MSEs within the price band of L1+15%) and the total quantity shall be awarded to him after matching the L1 price of the tender.
16. If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the tender, then the next ranked MSE bidder who has quoted within the price band of L1 + 15% in order shall be given chance to match the rate of L1 for award of the quantity/order.
17. For more clarity in this regard, following table is furnished: -

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

	Not L1 but within L1+15%	Full Order on MSE subject to matching L1 price
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18. The purchase preference to MSEs is not applicable for works contracts where supply of goods not produced by MSEs is also involved.
19. **Special provision for MSEs owned by SC & ST entrepreneurs:** Out of the 25% target of annual procurement from MSEs, 4% shall be earmarked for procurement from MSEs owned by SC & ST entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, 4% sub-target so earmarked shall be met from other MSEs.
20. To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority in addition to certificate of registration with any one of the agencies mentioned in paragraph 1 above. Alternatively, the bidder shall be responsible to furnish necessary documentary evidence for enabling BRBNMPL to ascertain that the MSE is owned by SC/ST entrepreneurs. MSE owned by SC/ST is defined as:
  - In case of Proprietary MSE, proprietor(s) shall be SC/ST
  - In case of Partnership MSE, the SC/ST partners shall be holding at least 51% shares in the enterprise
  - In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters
21. **Special provision for MSEs owned by women entrepreneurs:** Out of the 25% target of annual procurement from MSEs, 3% shall be earmarked for procurement from MSEs owned by women entrepreneurs *in addition* to 4% earmarked for MSEs owned by SC/ ST entrepreneurs. MSE owned by Women is defined as:
  - In case of Proprietary MSE, proprietor(s) shall be Women
  - In case of Partnership MSE, the Women partners shall be holding at least 51% shares in the enterprise
  - In case of Private Limited Companies, at least 51% share shall be held by Women promoters
22. Micro & Small Scale Enterprises have to submit a declaration and undertaking along with their offer as per *Declaration & Undertaking by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with TReDS/GeM.*

## **CONDITIONS FOR START-UP COMPANIES**

1. Subject to meeting of Quality and Technical specifications, BRBNMPL may consider allowing the participation of “Start-up” companies with capability to execute the supply/ services, as per technical specifications / perform the job as per scope of work specified in the tender and subject to meeting extant & relevant guidelines of Government of India. This should be confirmed and substantiated in the technical bid.
2. The bidder who intends to participate as “Start-up” company should enclose the Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.
3. Start-ups registered with DPIIT are exempted from payment of Earnest Money Deposit (EMD) & tender fees.
4. Prequalification Criteria with respect to Prior Turnover and Prior Experience may be relaxed for Start-ups as per the GOI guidelines.
5. However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc. wherein BRBNMPL reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Start-up Companies as per GoI guidelines.
6. Start-up Companies, who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.
7. Start-up Companies have to submit a declaration and undertaking along with their offer as per *Declaration & Undertaking by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with TReDS /GeM.*

## **PROCEDURE TO BE ADOPTED WHEN THE BIDDER QUALIFIES AS BOTH MSE AND CLASS-I LOCAL SUPPLIER**

The option in case of bidders qualifying under both Policies, namely, Public Procurement Policy for MSEs Order, 2012 (MSEs-2012) and Public Procurement (Preference to Make in India) Order, 2017 (MII-2017) shall be exercised as under:

1. The bidder can avail only one out of the two applicable purchase preference policies, i.e., MSEs-2012 and MII-2017. Therefore, bidder will be required to furnish the option under which he desires to avail purchase preference. This option must be declared within the offer and in case bidder fails to do so although he is eligible under both the Policies, BRBNMPL shall evaluate his offer considering MSEs-2012 as the default chosen option.
2. In case a bidder opts for preference under MSEs-2012, he shall not be eligible to claim benefit under MII-2017 (irrespective of the fact whether he furnishes the details of local content in his offer and the same meets the stipulated local content criteria).

3. In case a bidder opts for purchase preference based on MII-2017, he shall not be entitled to claim benefit of purchase preference as applicable for MSE bidders under MSEs-2012. However, the exemptions from furnishing Bid security (EMD) shall continue to be available to such a bidder.
4. In view of the above,
  - a. The bidder's quoted prices against various items of enquiry shall remain valid even in case of splitting of quantities of the items, except in case of items where the quantity cannot be split since these are to be awarded in a Lot or as a package or Group.
  - b. While evaluating the bids, for price matching opportunities and distribution of quantities among bidders, the order of precedence shall be as under:
    - MSE bidder (MSEs-2012)
    - Class-I local supplier (MII-2017)
5. In case the bidder has not declared his status as to whether he is an MSE Bidder or Class-I local supplier during bid submission, then he will be considered as non MII-2017 compliant bidder and evaluated accordingly. No further correspondence will be made in this regard.

#### **Examples of Purchase Preference:**

##### **a. Non divisible item**

L1 bidder is neither MSE nor Class-I local supplier

L2 bidder is Class-I local supplier (within L1 + 20%)

L3 bidder is MSE bidder (within L1 + 15%)

L3 bidder i.e. MSE bidder shall be given preference to match the L1 price. If L3 bidder matches the L1 price, Order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (Class-I local supplier)

##### **b. Divisible item**

L1 bidder is neither MSE nor Class-I local supplier

L2 bidder is Class-I local supplier (within L1 + 20%)

L3 bidder is MSE bidder (within L1 + 15%)

MSE bidder shall be given preference to match the L1 price. If L3 bidder matches the L1 price, order shall be placed on him for at least 25% of the tendered quantity. For balance quantity (i.e. 50% of tendered quantity/value), option for matching the L1 price shall be given to L2 bidder (Class-I local supplier). Remaining quantity (25%) shall be awarded to natural lowest bidder. For further clarification, in case an item has quantity 4 nos. then 1 no. (25%) can be given to MSE bidder, 2 nos. (50%) to Class-I local supplier and left out 1 no. to natural L1 bidder.

**Note:**

The above two examples are not applicable to the Works Contracts since MSEs Order, 2012 is not applicable to works contracts.

- In case lowest bidder is a MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to bidders complying under MII-2017.
- In case lowest bidder is a Class-I local supplier, purchase preference shall be resorted to MSE bidder as per provisions specified in the enquiry document w.r.t. MSEs-2012 only.



**बोलीदाताओं के ध्यानार्थ निविदा की महत्वपूर्ण शर्तों पर एक नज़र**  
**IMPORTANT TENDER CONDITIONS AT A GLANCE FOR ATTENTION OF BIDDERS**

Sl. No.	Description	Details
i	Tender No.	Tender No: 0010/CO/F&A/LT/2020-21
ii	Tender Date	February 02, 2021
iii	Name of the Work	ENGAGING PARTNERSHIP/LIMITED LIABILITY PARTNERSHIP FIRMS OF CHARTERED ACCOUNTANTS FOR CONDUCTING INTERNAL AUDIT OF BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED (BRBNMPL), AS PER GIVEN SCOPE & SCHEDULE, FOR THE FINANCIAL YEAR 2021-22 AND FURTHER EXTENDABLE FOR 4 YEARS, ON YEARLY RENEWABLE BASIS.
iv	Earnest Money deposit	As per para Section VI.  Refer GIT Clause 18 In case E.M.D is not submitted without any valid exemptions (as per tender conditions), along with the tender (Technical Bid), the offer will be liable for rejection.
v	Cost of Tender Form	₹ 500 /- (Rupees Five Hundred Only) (Non Refundable) in the form of DD favouring Bharatiya Reserve Bank Note Mudran Pvt. Ltd, Bengaluru. Payable at Bengaluru
vi	Last date of sale of tender forms	One day before the last date of submission of tenders, during working hours. (In case holiday falls on that day, it shall be last working day) on <b>February 23, 2021.</b>
vii	Last date of submission/ closing of the tenders	<b>14. 30 hrs. on February 24, 2021</b>
viii	Nominated Person / Designation to Receive Bulky Tender (Clause 21. 21. 1 of GIT)	के.आर.गुप्ता / Shri K. R. Gupta उप महा-प्रबन्धक (वित्त एवं लेखा) / Deputy General Manager (F&A)
ix	Date of opening of Technical bid	<b>15. 00 hrs. on February 24, 2021</b>
x	Date of opening of price bid	Shall be communicated to the eligible technically qualified bidders.
xi	Validity of tender	120 days from the date of opening of the tender.
xii	Tenure of Contract	Initially for the FY 2021-22 and extendable for further 4 financial years, at the same terms and conditions for the given scope of work, on yearly renewable basis, and at the discretion of BRBNMPL.
xiii	Period of submitting the bill by the auditor	Quarterly after completion of the work of quarterly audit and other applicable terms of tender.

xiv	Terms of contract and specifications	As per tender
xv	Performance Security deposit/Bond to be deposited within 21 days after the issue of notification of award of contract by BRBNMPL	Successful Bidders has to submit performance security for 3% (three percent) of the final contract price. Refer clause 6 of General Conditions of Contract.
xvi	Release of Security Deposit/ RM	After expiry of all contractual obligations.
xvii	Contract Price	<p>The rates quoted should be exclusive of GST. The taxes, as applicable will be borne by the BRBNMPL. The rate quoted shall remain firm during the period of contract. No increase, for the same scope, on any account other than statutory charges will be accepted.</p> <p>TA/HA will be reimbursed at actuals for journey in connection with Audit as per rules of the Company.</p> <p>Out of pocket allowance shall be reimbursed at actuals as per rules of the company</p>
xviii	Payment Terms	<p>Payment shall be generally made on quarterly basis after satisfactory completion of quarterly audit and submission of audit report as per scope of work, along with original invoices and on compliance of all the tender conditions stipulated. Statutory deductions shall be made at source as per rule.</p> <p>All payments to the Bidder shall normally be made by Electronics clearing facility.</p>

## **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**

**2.1** 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 fulfil 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 document includes: -**

- i. Section I: Notice Inviting Tender (NIT)
- ii. Section II: General Instructions to Tenderers (GIT)  
Part I: General Instructions applicable to all types of tenders  
Part II: Additional General Instructions applicable to specific types of tenders
- iii. Section III: Special Instructions to Tenderers (SIT)
- iv. Section IV: General Conditions of Contract (GCC)
- v. Section V: Special Conditions of Contract (SCC)
- vi. Section VI: List of Requirements
- vii. Section VII: Technical Specifications
- viii. Section VIII : Quality Control Requirements
- ix. Section IX: Qualification / Eligibility Criteria
- x. Section X: Tender Form
- xi. Section XI: Price Schedule
- xii. Section XII: Questionnaire
- xiii. Section XIII : Bank Guarantee Form for EMD
- xiv. Section XIV : Manufacturer's Authorization Form
- xv. Section XV: Bank Guarantee Form for Performance Security
- xvi. Section XVI : Contract Form
- xvii. Section XVII : Letter of Authority for attending a Bid Opening
- xviii. Section XVIII : Shipping Arrangements for Liner Cargoes  
A: In respect of CFR, CIF, Turnkey/F.O.R. contracts for import  
B: In respect of FOB/FAS contracts for import
- xix. Section XIX : Proforma of Bills for Payments
- xx. Section XX: Proforma for Pre Contract Integrity Pact

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

##### **7. Amendments to Tender Documents**

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

**7.2** Such an amendment will be uploaded in the website and notified in writing by registered / speed post or by fax / telex / e-mail, followed by copy of the same by suitable recorded post to all prospective tenderers, which have received the tender documents and will be binding on them.

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

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

**8.1** If found necessary, a pre-bid conference may be stipulated in the SIT, for clarification/ amendment to Technical

specifications / techno-commercial conditions in two-bid tenders.

## 9. Clarification of Tender Documents

- 9.1 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 19.4) 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 17.3 of GIT).
  - d Earnest money furnished in accordance with GIT clause 18.18.1 alternatively, documentary evidence as per GIT clause 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 fulfil any of the above requirements and / or gives evasive information / reply against any such requirement, shall be liable to be ignored and rejected.

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

### 11. Tender currencies

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

### 12. Tender Prices

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

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

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

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

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

- a) The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable, including Goods and services Tax, Customs duty or any other similar duties and taxes already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex- showroom etc.
- b) Goods and Services Tax, which will be payable on the goods in India if the contract is awarded.
- c) Charges towards inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and
- d) The price of incidental services, as and if mentioned in List of Requirements.

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

- a) The price of goods quoted FAS / FOB port of shipment, CIF port of entry in India or CIF specified place of destination in India as indicated in the List of Requirements,
- b) Wherever applicable, the amount of custom duty and import duty on the goods to be imported.
- c) The charges for inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination, as specified in the List of Requirements. and
- d) The charges for incidental services, as and if mentioned in the List of Requirements.

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

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

## 12.8 Goods and Services Tax

- a) If reimbursement of Goods and Services Tax is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the tax applicable. In the absence of any such stipulation, it will be presumed that the prices quoted are firm and final and no claim on account of Goods and Services Tax will be entertained after the opening of tenders.
- b) If a Tenderer chooses to quote a price inclusive of Goods and Services Tax and also desires to be reimbursed for variation, if any, in the Goods and Services Tax during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of Goods and Services Tax included in its price. Failure to indicate all such details in clear terms may result in statutory variations being denied to the tenderer.
- c) Subject to sub clauses 12.8 (a) & (b) above, any change in Goods and Services Tax upward / downward as a result of any statutory variation in Goods and Services Tax taking place within original Delivery Period shall be allowed to the extent of actual quantum of Goods and Services Tax paid by the supplier. In case of downward revision in Goods and Services Tax, the actual quantum of reduction of Goods and Services Tax shall be reimbursed to BRBNMPL by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

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

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

## 12.10 Goods and Services Tax...contd...

- (i) The tenderer should quote the exact percentage of GST that they will be charging extra.
- (ii) While quoting the rates, tenderers should pass on (by way of reduction in prices) the input tax credit that would become available to them by switching over to the new system of GST from the existing system of tax, duly stating the quantum of such credit per unit of the item quoted for.
- (iii) The tenderer while quoting for tenders should give the following declaration:  
  
"We agree to pass on such additional 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 GST scheme by way of reduction in price and advise the purchaser accordingly."
- (iv) The supplier while claiming the payment shall furnish the following certificate to the paying authorities:  
  
"We hereby declare that additional 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 Duties, taxes and other levies of Local bodies

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

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

## 12.12 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 Customs duty, Goods and Services Tax or any other similar duties and taxes on raw materials and/or components used directly in the manufacture of the contracted goods taking place during the pendency of the contract, unless such liability is specifically agreed to in terms of the contract.

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

Above mentioned Taxes and Duties are not leviable on imported goods (goods of foreign origin offered from abroad) and hence would not be reimbursed.

## 12.14 Customs Duty:

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

**12141** For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 11 shall be followed.

**12142** For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 12 shall be followed.

**12143** 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

**12144** 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 in any way restrict BRBNMPL's right to award the contract on the selected tenderer on any of the terms offered.

## 13. Authorized Dealer/Distributor/Representative

Principal manufacturers/OEMs, manufacturers under license or their authorized Dealers/Distributors/Representatives who are exclusively appointed by the principal manufacturers/OEMs to represent them in the country shall be eligible to apply or to take part in the bid. One Principal manufacturer/OEM can authorize only one Dealer/Distributor/Representative for a particular tender. Similarly, one authorized Dealer/ Distributor/Representative can represent only one Principal manufacturer/OEM in a particular tender. There can be only one bid from either: -

1. The Principal manufacturer/OEM directly; or
2. Any of its branch/division/subsidiary; or
3. Authorized Dealer/Distributor/Representative on behalf of the Principal manufacturer/OEM

## Note

- (i) In a tender, either the Principal manufacturer/OEM or its authorized dealer/ distributor/representative can bid but both cannot bid simultaneously in the same tender.
- (ii) In case the bidder is an authorized Dealer/Distributor /Representative, except in case of Commercially-Off-the-

Shelf (COTS) items, then

- a) the bidder should have been associated as authorised dealer/ distributor/representative of the same or other Principal Manufacturer/OEM for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years ending on 31<sup>st</sup> March (or any other year ending followed in relevant country) of the previous financial year; and
  - b) the principal manufacturer/OEM should furnish a legally enforceable tender-specific authorisation in the prescribed form (Section XIV of SBD) assuring full guarantee and warranty obligations as per the general and special conditions of contract and to abide by other tender terms and conditions. The letter of authorisation should be signed by a person competent and having the power of attorney to legally bind the manufacturer; and
  - c) the principal manufacturer/OEM should meet all the pre-qualification criteria without exemption.
- (iii) For commercially off the shelf (COTS) items with clear and standard specifications, a valid dealership certificate will have to be submitted.

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

#### **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 Tenderer's 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 Central Purchase Organisation or as a Micro and Small Enterprise (MSE) as defined in MSEs Order 2012 issued by Ministry of Micro, Small and Medium Enterprises (MSME) or as a Startup as recognised by Department for Promotion of Industry and Internal Trade (DPIIT), are exempted from payment of earnest money. In case the tenderer falls in these



categories, it should furnish certified copy of its valid registration details (registration with CPO or as a MSE or as a Startup, as the case may be).

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

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

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

- a) Account Payee Demand Draft from any scheduled commercial bank in India or
- b) Banker's cheque from any scheduled commercial bank in India or
- c) Online Bank Transfer (Proof of online transfer to be submitted)
- d) Other Electronic Modes of Payment
  - Debit Card powered by RuPay
  - Unified Payments Interface (UPI) (BHIM-UPI)
  - Unified Payments Interface Quick Response Code (UPI QR Code) (BHIM-UPI QR Code)
- e) Bank Guarantee issued/confirmed by any scheduled commercial bank in India in the proforma given in Section XIII of SBD in case the amount is more than Rs.5 lakh and in case of foreign bidders in GTE/ICB tenders (in equivalent foreign exchange amount)

**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 whatsoever within 15 days of determination of the tenderers as unsuccessful after opening of Price Bid.

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

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

## **19. Tender Validity**

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

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

also to extend the validity period of the EMD accordingly.

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

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

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

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

- (a) As Sole Proprietor of the concern or as attorney of the Sole Proprietor;
- (b) As Partner (s) of the firm;
- (c) As Director, Manager or Secretary in case the of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

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

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

**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 initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.

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

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

**20.8** 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 up to the appointed time on the next working day.

### **22. Late Tender**

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

### **23. Alteration and Withdrawal of Tender**

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

## **E TENDER OPENING**

### **24. Opening of Tenders**

- 24.1** BRBNMPL will open the tenders at the specified date and time and at the specified place as indicated in clause 1 of NIT. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for BRBNMPL, the tenders will be opened at the appointed time and place on the next working day.
- 24.2** Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening, provided they bring with them letters of authority as per the format in SBD XVII from the corresponding tenderers. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.
- 24.3** During the tender opening, the tender opening official(s) will read the salient features of the tenders like description of the goods offered, price, special discount if any, delivery period, whether earnest money furnished or not and any other special features of the tenders, as deemed fit by the tender opening official(s).

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

## **F SCRUTINY AND EVALUATION OF TENDERS**

### **25. Basic Principle**

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

### **26. Preliminary Scrutiny of Tenders**

- 26.1** The tenders will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender document. The tenders that do not meet the basic requirements are liable to be treated as unresponsive and ignored.
- 26.2** The following are some of the important aspects, for which a tender may be declared unresponsive and ignored;
- a) Tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document.
  - b) Tenderer is not eligible.
  - c) Tender validity is shorter than the required period.
  - d) Required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption.
  - e) Tenderer has quoted for goods manufactured by a different firm without the required authority letter from that manufacturer.
  - f) 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 and that of other copies of the same tender set, the text etc. of the original shall prevail. Here also, BRBNMPL will convey its observation suitably to the tenderer by registered / Speed post and, if the tenderer does not accept BRBNMPL's observation, that tender will be liable to be ignored.

## **30. Clarification of Bids**

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 Bill Currency Selling exchange rates established by the State Bank of India for similar transactions, as on the date of tender opening.

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

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

lowest evaluated cost for BRBNMPL in deciding the successful tenderer for each schedule, subject to that tenderer(s) being responsive.

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

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

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

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

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

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

### **35.3** As per policies of the Government from time to time, the purchaser reserves its option to give price preference to Micro & Small Scale Industries in comparison to the large scale Industries. This price preference cannot however be taken for granted and every endeavour 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 techno-commercially cleared/ approved for supply of bulk quantity and on whom the contract would have been placed but for the decision to negotiate, under special circumstances in accordance with CVC guidelines. Selection of contractors by negotiations should be a rare exception rather than the rule and may be resorted to only in the exceptional circumstances under the following circumstances:

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

### **39. Contacting BRBNMPL**

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

**39.2.** It will be treated as a serious 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 tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by BRBNMPL, in terms of clause 44 of GIT.

## **G AWARD OF CONTRACT**

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

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

### **41. Award Criteria**

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

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

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

### **43. Parallel Contracts**

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

### **44. Serious Misdemeanours**

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

- i. Submission of misleading / false / fraudulent information/

documents by the bidder in their bid

- ii. Submission of fraudulent / non-encashable 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 to be furnished by unregistered bidders only.
  - 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 newsupplier.
  - 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**

Depending on the anticipated overall drawal against a rate contract and, also, anticipated number of parallel rate contracts to be issued for an item, the procuring entity shall consider obtaining Performance Security @ 5% (Five percent) of the value of supply order in the supply orders issued against rate contracts on the rate contract holder.

**50.4 Renewal of Rate Contracts**

In case it is not possible to conclude new rate contracts before the expiry of existing ones, due to some special reasons, the

existing rate contracts would be extended with same terms, conditions etc. for a suitable period, with the consent of the rate contract holders. Rate contracts of the firms, who do not agree to such extension, will be left out, Period of such extension would generally not be more than three months.

**51. Prequalification Bidding**

**51.1** Prequalification Bidding is for short listing of qualified Bidders who fulfil 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 maybe 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: -
- Registration of Vendors for Supply of particular Stores or certain categories of Stores.
  - 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 sale 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** Duties, taxes and other levies of local bodies, whatever in force, shall be payable extra by the purchaser as per rules applicable to BRBNMPL. Current and valid PAN and Goods and Services Tax Identification Number (GSTIN), wherever applicable, must be provided in the Bid of the Tenderer.

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

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

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

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

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

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

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

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

#### **55. Development and Indigenization Tenders:**

**55.1** Already developed firms or firms who have already received

development orders for the item (with whatever results) would not be considered insuch tenders.

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

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

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

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

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

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

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

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

**55.9** Quantity for Development Commitment

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

**55.10** Period of Development Commitment

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

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

### **1. Compliance of Security Norms:**

Bharatiya Reserve Bank Note Mudran Pvt. Limited, Bengaluru is a security organization. Hence the bidder shall have to abide by the prevailing security Norms of BRBNMPL.

### **2. Safety & Security Measures:**

BRBNMPL is a security organization and hence the bidders have to abide by the security rules of the Company. The bidders have to ensure the character and antecedent of the persons deployed. The bidders must be in a position to produce such documents whenever he is asked to do so. Details shall be furnished as per format when called for.

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

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

In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail. (Clauses of GIT listed below include a possibility for variation in their provisions through SIT.

There could be other clauses in SIT as deemed fit).

SI. No.	GIT Claus	Topic	SIT Provision
1	8	Pre bid Conference	Not Applicable
2	9	Time Limit for receiving request for clarification of Tender Documents	Written communication for any clarification to be received at BRBNMPL not later than 7 days prior to the prescribed date of submission of tender
3	13	Authorized Dealer/Distributor/Representative	Not Applicable
4	18.2	Earnest Money Deposit (EMD)	<b>For this tender EMD is NIL against Bid Security Declaration.</b> Clause No. 18.2 of GIT: The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with <b>BRBNMPL, Central Purchase Organisation</b> or as a <b>Micro and Small Enterprise (MSE)</b> as defined in MSEs Order 2012 issued by Ministry of Micro, Small and Medium Enterprises (MSME) or as a Startup as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), are exempted from payment of earnest money. In case the tenderer falls in these categories. The bidder should furnish certified copy of its valid registration certificate ensuring that it matches with tendered item, along with their technical offer for claiming <u>exemptions under this clause</u>
5	19	Tender Validity	120 days from date of opening of tender.
6	20	Signing and Sealing of Tender	No change except (20.4) - the tenderer to submit only one copy of tender
7	F	Scrutiny and evaluation of tenders	Technical evaluation shall be done as per details in Section IX of tender
8	29	Discrepancy between original and copies of Tender	Not applicable
9	31	Qualification / Eligibility Criteria	Relaxation of norms in public procurement regarding prior turnover and prior experience to all <b>Startups [whether Micro &amp; small Enterprises (MSEs) or otherwise]</b> subject to meeting of quality and technical specifications in accordance with the relevant provisions of GFR 2005 as per Office Memorandum No. F.20/2/2014-PPD (Pt.) dated 20.09.2016 issued by MOF, Department of Expenditure, Procurement Policy Division, New Delhi.

10	35.2, 35.3	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders	<p>Price bid evaluation will be subject to purchase preference to <b>MSEs and Local suppliers</b>;</p> <p>a) <b>Purchase Preference for MSEs:</b> Since this tender is non-splitable or non-dividable, etc., participating <b>MSE's</b> quoting price within price band L1+15% may be awarded for full/complete supply of total tendered value to MSE's <b>by bringing down their price to L1 price</b> in a situation where L1 price is from someone other than an MSE.</p> <p>b) <b>Purchase Preference for Local suppliers (linked with Local Content):</b> Purchase preference shall be given as per revised Public Procurement (Preference to Make in India) Order No. P-45021/2/2017-B.E.-II dated 04.06.2020. In tender, participating <b>Class –I Local supplier</b> quoting price within band of L1+20% may be awarded for full/complete supply of total tendered value to Class –I Local supplier <b>by bringing down their price to L1 price</b> in a situation where L1 price is from someone other than <b>Class –I Local supplier</b>.</p> <p><b>Note:</b> BRBNMPL reserves right to allocate the tender quantity amongst MSE's, Local suppliers and other L1 bidders on case to case basis within the provisions of Government guidelines.</p>
11	42	Variation of Quantities at the Time of Award	The initial assignment shall be for financial year 2021-22 and extendable for further 4 financial years, at the same terms and conditions for the given scope of work, on yearly renewable basis, and at the discretion of BRBNMPL.
12	43	Parallel Contracts	Not Applicable
13	50, 51, 52, 53, 54, 55	Rate Contract Tenders, Prequalification Bidding, Tenders involving Samples, Expression of Interest (EOI) Tenders, Tenders	Not applicable
14	Clarification of Bidders :	For any clarification bidder may contact this office on any working day during working hours. Tenderers are advised to visit the place of audit with prior information to understand the actual scope of work and prevailing conditions. Authorization paper must be displayed for any person visiting on behalf of Tenderers. Once tender is submitted, it will be implied that the tenders has fully understood the detail specifications, place of audit and scopes of work. After quoting ignorance regarding these will not be entertained.	
19	Sub-contract	Sub-contracting in any form before and after placement of the work order, without prior written permission of BRBNMPL, will not be allowed. In case the audit firm is found engaging sub-contractor, the contract is liable for termination forthwith and forfeit the Security Deposit	

**(A) Instruction to Tenderers Audit Firms:**

1. All the annexed formats of tender (Annexure- A to I) must be completely filled in (wherever applicable) . Incomplete Bids are liable to be rejected.



2. Please ensure that date of opening of Head Office, Branch Office, entrance dates of all Partners into the firm, date of joining firm as qualified assistants should be invariably indicated in the Annexure-G.
3. All bids will be evaluated on the basis of the documents furnished along with Bid only. Any additional document received, after last date & time of receiving the bids as stipulated in the Notice Inviting tender, will not be entertained. However, in case the Technical evaluation committee (TEC) finds it necessary to call for some document/clarification, then that document as called for will be taken into account during evaluation
4. Since, all the applications will be evaluated strictly on the basis of Selection and eligibility Criteria as per section IX, please avoid attaching unsolicited information/documents so as to enable us to process Bid expeditiously.
5. All submitted documents should be signed and stamped by authorized signatory of bidder.
6. Bids not accompanying EMD would be summarily rejected and their Technical and Financial bids will not be opened. No communication in this regard will be entertained in future.

**(B) List of documents to be submitted along with the application:**

Interested audit firms are advised to go through contents of the tender documents carefully and submit all self-attested copies of the following documents in proper sequence along with the bid as described hereinafter

1. Registration certificate of the firm issued by the Institute of Chartered Accountants of India, Information related to year of establishment of Head Office & Branch Office(s), addresses, details of partners and their membership nos. etc. as indicated in the Certificate will be treated as conclusive and final information for evaluation of tenders.
2. Membership certificates of the qualified assistants issued by the Institute of Chartered Accountants of India.
3. Copies of appointment letters for Statutory/Internal audit in organizations working on TALLY / SAP ERP Platform.
4. Copy of PAN Card.
5. Copy of GST Registration.
6. Duly filled (wherever applicable) signed and stamped copies of all the annexures A to I of the tender.
7. Audited / Chartered Accountant Certified /self-certified Financial Statement (B/S, P&L etc.) for the FY 2019-20, FY 2018-19 and FY 2017-18.
8. self-certified Income Tax Return (IT) copies of Financial year 2017-18, 2018-19 & 2019-20 along with copy of Acknowledgement
9. Duly filled, signed and stamped copy of Section VII-Compliance Statement, Section-X, and Section XII of the Tender.
10. A copy of complete tender document duly signed and stamped as a token of acceptance of all terms and conditions.

*(To be signed & stamped and submitted along with Techno-commercial Bid Part –I)*

## **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 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, successors, authorized dealers/representatives, 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 prescribe the requirement to which product or service has to conform.
- (xxiv) "Inspection" means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xxv) "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
"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
"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
"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

## 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 read with the Arbitration and Conciliation (Amendment) Act, 2015
- 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 drawn on any scheduled commercial bank in India, in favour of Bharatiya Reserve Bank Note Mudran Private Limited as indicated in the clause 3 of NIT in reference to EMD.
  - b** Bank Guarantee issued/confirmed by any scheduled 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 fulfil its obligations in terms of the contract, the amount of the performance security shall be payable to BRBNMPL to compensate BRBNMPL for the same.
- 6.4** 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 up to final destination as per the contract.

- 8.2** The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. in case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

## **8.3 Packing instructions:**

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

- 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 transshipments 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 CFR 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/FOR destination basis, the supplier shall be responsible till the entire stores contracted for arrive in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier in its own name and not in the name of BRBNMPL or its Consignee.
- 12.3 In the case of FOB and CFR offers for import of Goods, insurance shall be arranged by the Purchaser. However, the supplier must give sufficient notice to the Purchaser prior to the date of shipment, so that the Insurance Cover for the shipment can be activated. The Supplier must co-ordinate so as to ensure that the Shipment sails only with Insurance cover in place.
- 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 CIP/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 consignee (Stores) 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 (Stores section).

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

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

- (a) For a contract with terms of delivery as FOR dispatching station
  - i. 60% on proof of dispatch along with other specified documents
  - ii. 30% on receipt of the goods at site by the consignee (Stores section) and balance
  - iii. 10% on successful installation and commissioning and final acceptance by the consignee (User department)
- (b) For a contract with terms of delivery as Delivery at site/FOR destination
  - i. 90% on receipt and acceptance of goods by the consignee (Stores section) at destination and on production of all required documents by the supplier
  - ii. 10% on successful installation and commissioning and final acceptance by the consignee (User department)

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

- (a) Cases where Installation, Erection and Commissioning (if applicable) **are not the responsibility of the Supplier** - 90% net FOB/FAS/ CFR/CIF/CIP price is to be paid against invoice, shipping documents, inspection certificate (wherever applicable), manufacturers' test certificate, etc. and balance 10% on receipt of goods and after its suitability is ascertained by the consignee (User department).
- (b) Cases where Installation, Erection and Commissioning are the responsibility of the Supplier - 80% to 90% net FOB/FAS/CFR/CIF/ CIP price (as specified in the SCC) will be paid against invoice, inspection certificate (where applicable), shipping documents etc. and balance within 21-30 days of successful installation and commissioning at the consignee's premises and final acceptance by the consignee (User department).

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

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

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

**22.7** While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier

for claiming that payment has been fulfilled as required under the contract.

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

- a) Original Invoice
- b) Packing List
- c) Certificate of country of origin of the goods from seller's Chamber of Commerce.
- d) Certificate of pre-dispatch inspection by BRBNMPL's representative / nominee
- e) Manufacturer's test certificate
- f) Performance / Warrantee Bond
- g) Certificate of insurance
- h) Clean on Bill of lading / Airway bill / Rail receipt or any other dispatch document, issued by a government agency (like postal department) or an agency duly authorized by the concerned ministry / department
- i) Consignee's Certificate confirming receipt and acceptance of goods
- j) Dangerous Cargo Certificate, if any, in case of imported goods.
- k) Any other document specified.

**22.9** While claiming reimbursement of duties, taxes Goods and Services Tax, Customs duty and any other similar duties and taxes from BRBNMPL, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to BRBNMPL. The supplier shall also refund the applicable amount to BRBNMPL immediately on receiving the same from the concerned authorities.

**22.10** In case where the supplier is not in a position to submit its bill for the balance payment for want of 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:

- (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of dispatch of goods.
- (b) Delay in supplies, if any, has been regularized.
- (c) The contract price where it is subject to variation has been finalized.
- (d) The supplier furnishes the following undertakings:  
 "I/We, \_\_\_\_\_ certify that It We have not received back the Inspection Note duly receipted by the consignee or any communication from BRBNMPL or the consignee about non-receipt, shortage or defects in the goods supplied. I / We agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment or six months from the date of dispatch whichever is later.

## 23. Delay in the supplier's performance

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

**23.2** Subject to the provision under GCC clause 28, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to

any or all of the following sanctions besides any administrative action:

- a) Imposition of liquidated damages,
- b) Forfeiture of its performance security and
- c) Termination of the contract for default.

**23.3** If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform BRBNMPL in writing about the same and its likely duration and make a request to BRBNMPL for extension of the delivery schedule accordingly. On receiving the supplier's communication, BRBNMPL shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

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

- a) BRBNMPL shall recover from the supplier, under the provisions of the clause 24 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract
- b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, Goods and Services Tax or on account of any other duties and taxes which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- c) But nevertheless, BRBNMPL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, Goods and Services Tax or any other duty or tax or levy or on account of any other 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 and/or services 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** In the event the supplier becomes bankrupt or otherwise insolvent or loses substantially the technical or financial capability (based on which he was selected for award of contract) or liquidation proceedings are commenced against it by a third party or by own volition, BRBNMPL reserves the right to terminate the contract, at any time, by serving written notice to the supplier, without any adverse consequence to BRBNMPL and without being liable to pay any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect any rights of action or remedies which have accrued or will accrue prior to termination or thereafter to BRBNMPL.

**27.2** Upon such termination, BRBNMPL shall be deemed to be the owner of the stores/materials manufactured by the supplier and retain first right and lien over the stores/materials including the raw material purchased by the supplier for performance of the contract and require the stores/materials to be delivered under the contract, which is terminated on account of bankruptcy or insolvency or likely bankruptcy or insolvency of the supplier and such stores in possession of the supplier shall be earmarked and be delivered to BRBNMPL before the start of the bankruptcy or insolvency process.

**27.3** In the event the supplier is aware or apprehends that it is likely to go into liquidation whether on account of liquidation proceedings commenced by a third party or by way of voluntary liquidation, then the supplier shall forthwith inform BRBNMPL as soon as it is aware that a third party has issued notice that it intends to commence liquidation proceedings or well before it files for liquidation.

#### **27.4 Escrow Arrangement**

The Supplier shall deposit with a third party escrow agent mutually agreed to by the parties, a copy of Software and its source code and object code for safe keeping with instructions for it to be released forthwith to BRBNMPL, in the event the Supplier fails to make the source code/object code accessible to BRBNMPL whenever



required and/or in the event the Supplier is likely to go into liquidation or goes into liquidation.

In the event, the Supplier apprehends that it is likely to go into liquidation whether on account of liquidation proceedings commenced by a third party or in the event it anticipates filing for bankruptcy, then the Supplier shall inform BRBNMPL in advance and engage with it to determine the sale and possession of BRBNMPL's software and its source code. In the event Supplier fails to do so, the third party escrow agent shall be instructed under the Escrow Agreement to release the Software and its source code to BRBNMPL as noted above.

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

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

## **28. Force Majeure**

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

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

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

## **29. Termination for convenience**

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

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

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

## **30. Governing language**

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

## **31. Notices**

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

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

## **32. Code of Ethics**

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

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

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

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

- (a) A proposal for award will be rejected if it is determined that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.
- (b) A contract will be cancelled if it is determined at any time that BRBNMPL representatives / officials have directly or indirectly, engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the

execution of that contract

- (c) In case any individual staff is found responsible, suitable disciplinary proceedings should be initiated against such staff under the applicable government conduct rules. The existing provisions under the Indian law including the instructions of Central Vigilance Commission should be followed in this regard.
- (d) Firms or individuals shall be banned / blacklisted after following due process, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a BRBNMPL contract, if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a BRBNMPL contract.
- (e) Bidders have to sign an Integrity Pact in tenders meeting the criteria of threshold value / nature of procurement. Integrity Pact format shall be included in the Bid Document as Section XX. Each page of such Integrity pact proforma would be duly signed by Purchaser's competent signatory. All pages of the Integrity Pact will have to be duly signed by the same signatory who is duly authorized to sign the bid and to make binding commitments on behalf of his company and to be submitted along with the technical bid. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway.

### 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 Bangalore/Mysore/Kolkata 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 Bangalore/Mysore/Kolkata. The arbitrator or arbitrators appointed under this article shall have the power to extend time to make the award with the consent of the parties. Pending reference to arbitration the parties shall make all endeavours to complete the contract/work in all respects and all disputes, if any, will finally be settled in the arbitration.

### 34. Applicable Law

- 34.1** The contract shall be interpreted in accordance with the laws of India.
- 34.2** Irrespective of the place of delivery, or the place of performance or the place of Payments under the contract, the contract shall be deemed to have been made at the place from which the notification of acceptance of the tender has been issued.

### 35. Secrecy

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

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

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

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

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

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

#### **36.2 Payment and Default**

**3621** Payment may be made in the form of cash or Account Payee Demand Draft drawn on any scheduled commercial bank in India in favour of Bharatiya Reserve Bank Note Mudran Private Limited or through Online Transfer or through other Electronic Mode of Payment as mentioned in the NIT.

**3622** No interest will be paid to the purchaser for the amounts paid or deposited with the BRBNMPL and subsequently found refundable to the purchaser under any of the conditions of the contract.

**3623** If the purchaser fails to deposit sale value for a sold lot within the allowed period as per relevant clause BRBNMPL may forfeit the security deposit. Requests for an extension of this period, made by the purchaser may be considered by the BRBNMPL and may at its discretion, on the merits of the case, allow further time not excluding 50 days from the date of the contract. Interest shall be leviable on such amount at a rate 2% per annum higher than the PLR of State Bank of India, from the date of expiry of the payment date to actual date of payment (actual date of payment inclusive).

**3624** The lot or lots in respect of which forfeiture has been made, shall be deemed to have been abandoned by the purchaser to all intents and purposes and may be re-sold or otherwise disposed of at the discretion of the BRBNMPL without reference to the purchaser concerned and without incurring any liability on part of BRBNMPL whatsoever in respect there under.

**3625** In case extension is granted by BRBNMPL and due to late payment of sale amount the delivery cannot be completed by the purchaser, in accordance with the relevant clause of Special Conditions of Tender sale, then ground rent shall also be leviable as per relevant clause of Special Conditions of Tender sale.

**3626** On production of proof of having made payment, nominated authority shall issue a delivery order authorizing the purchaser to take delivery of the Scrap Materials.

#### **36.3 Deliveries, Delays and Breach of Contract**

**3631** The Title of goods or material sold shall not be deemed to have been passed to the Purchaser / Bidder until and unless the full and final payment has been made by the purchaser, in accordance with the contract to the BRBNMPL and the authorized Officer has issued the Delivery Order in favour of

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

- 36.3.2** Unless specified otherwise in SIT, delivery period for lifting of material shall be within 60 days from the date of finalization of contract agreement.
- 36.3.3** The work of delivery will be supervised by Stock Holder or his authorized representative, representative of accounts Department and Security Staff duly authorized by BRBNMPL for the propose of delivery. Delivery will be allowed during working hours.
- 36.3.4** No delivery of or materials sold shall be given on Sundays, Gazetted holidays and other shall holidays observed by BRBNMPL. The delivery of the goods or material shall be effected from the premises concerned only during its normal working hours. In order to complete the delivery within the working hours all loading must cease half an hour before the normal closing time of the concerned premises. The decision of the BRBNMPL with regard to the working hour shall be final and binding on the purchaser. Purchaser will not be allowed to lift the Scrap Material from more than one location at a time.
- 36.3.5** The purchased stores will be carried away by the purchaser at his risk and no claims against the BRBNMPL will be entertained for shortage in weight which may be discovered after the materials have left the premises wherefrom delivery is taken. If required the purchaser shall provide his own bags, cases or other receptacles for the removal of the scrap.
- 36.3.6** The BRBNMPL shall not be responsible for any accident that
- 36.3.7** may occur to purchaser's labours/servants for any reasons whatsoever. The purchaser will himself have to ensure the safety of his workers and shall be liable to pay claims, whatsoever if any. BRBNMPL will not carry any responsibility of such payments. The purchaser will be responsible to supply personal protection equipment to his labour/servant and staff and no additional charges are admissible for the same.
- 36.3.8** The materials sold, shall be removed by the purchaser within the period specified in relevant clause of Special Condition of Sale.
- 36.3.9** If due to any default on the part of the BRBNMPL, the purchaser is unable to remove the materials sold within the specified period, the BRBNMPL may extend the period therefore and in such an event purchaser will be entitled to take delivery of the goods or the materials sold within such extended Delivery period.
- 36.3.10** If contractor fails to lift sold scrap within the specified period, penalty shall be levied at the rate of 0.5% per day of the value of un-removed Scrap. Moreover, the material shall remain at the purchaser's risk until removal thereof. Further BRBNMPL will be entitled to charge the ground rent as stated in relevant Para of SCC, for the area in which the materials sold are kept or stored - which would be recovered by the BRBNMPL from the Purchaser before removal of the material and in the event of default in payment thereof, the BRBNMPL at may its discretion shall be entitled to order the re-sale of such materials and forfeit the Security deposit or sale amount or both, paid by the purchaser.
- 36.3.11** If the purchaser makes slow progress with his contract and the BRBNMPL is of opinion that he may fail to fulfil the contract within the time specified in the conditions of sale, it will be lawful for the BRBNMPL to cancel the whole contract or such portion thereof as may not have been completed and the BRBNMPL shall be at liberty to dispose of the goods in any manner at the risk and expense of the purchaser.

**36.3.12** The purchaser will have to comply with the provisions of the Contract Labour (Regulations and Abolition Act 1970 and Central Rules 1971 and obtain license from the Assistant Labour Commissioner or the competent authorities empowered to issue such license. Any failure on the part of the purchaser in this regard will be at his risk and consequences. He shall comply with Workman's Compensation Act 1923, Payment of Wages Act 1936, and Minimum Wages Act 1948 and all the other related statutory and legal provisions and obligations, the purchaser shall also indemnify the BRBNMPL against any claim / liabilities that may occur to the contractor's labours and servants due to any reasons whatsoever.

**36.3.13** If the purchaser makes default in complying with any of the condition of the contract, the sale of lot or lots in respect of which such default is made may be cancelled and such lot or lots may be put up again for sale and in such an event if a lower price is offered and accepted for such lot or lots then the purchaser shall be liable to pay the difference in price thereof together with all expenses occasioned by such resale in default to the BRBNMPL provided further that the purchaser in default shall not be entitled to claim any profit which may arise from such re-sale.

## **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).

<b>Sl. No</b>	<b>GCC Clause No.</b>	<b>Topic</b>	<b>SCC Provision</b>
1	6	Performance Bond /Security	The percentage of the performance security is to be read as 3% (Three percent) of the total value of the contract.
2	8	Packing and Marking	Not applicable
3	11, 12, 13, 14, 15, 16	Transportation of Goods, Insurance, Spare parts, Incidental services, Distribution of Dispatch Documents for Clearance / Receipt of Goods, Warranty.	Not applicable
4	21	Taxes and Duties	Tenderers to quote the price excluding GST. GST /applicable taxes shall be paid extra as applicable.
5	22	Terms and Mode of Payment:	As given in SCC
6	33 33.1,33.2	Resolution of disputes,	Clauses of 33.1 and 33.2 are applicable. However, Arbitration proceedings will be held at Bengaluru and venue of arbitration will be Bengaluru.
7	36, 36.3.2, 36.3.9	Disposal / Sale of Scrap by Tender	Not applicable

- 1) Appointment of Audit firm's will be done schedule wise L1 basis.
- 2) The BRBNMPL reserves its right to accept or reject any Bid without assigning any reasons. The decision of the BRBNMPL for selection of the Firms will be final and binding upon the parties participating in the tender.
- 3) The Internal Auditor will ensure that the information obtained in respect of the operations of the Unit is maintained in strict confidence and secrecy. A certificate towards maintaining confidentiality is to be provided by the Internal Auditor at the time of acceptance of Audit assignment.
- 4) The initial assignment shall be for financial year 2021-22 and extendable for further 4 financial years, at the same terms and conditions for the given scope of work, on yearly renewable basis, and at the discretion of BRBNMPL..
- 5) If progress/performance of the audit firm is not found satisfactory by BRBNMPL or there are in-ordinate delays in submission of reports due to the reasons attributable to Audit firm, the management reserves the right to terminate the appointment of the Firm.
- 6) The Audit firm will be debarred from getting, in future, Internal Audit assignments in BRBNMPL in the following cases:
  - a) If the Firm obtains the appointment on the basis of false information / false statement at the time of submission of application / documents for the tender.

- b) The Audit Firm is found to have sub-contracted the work without prior written approval of BRBNMPL.
  - c) If the Firm does not take up audit in terms of the appointment letter.
  - d) If the Firm does not submit Audit Report, complete in all respect, in terms of the appointment and within the specified date.
  - e) If the firm is found to be divulging the information of the operations of the company.
- 7) The selected firm shall be required to give security deposit as per terms and conditions of the tender.
- 8) The successful tenderer to ensure that performance and quality of the audit shall be strictly in accordance with the requirements and fulfilments of the BRBNMPL and no deviation on any account will be permitted.

**9) Audit Fee & Payment:**

- 10) Audit Firms are required to quote the audit fees for Internal Audit of each unit separately as per defined price bid format at section XI. Evaluation of Firms shall be done for each unit separately.
- 11) The rates quoted should be exclusive of GST. The taxes, as applicable will be borne by the BRBNMPL.
- 12) The rate quoted shall remain firm during the period of contract. No increase, for the same scope, on any account other than statutory charges will be accepted
- 13) TA/HA will be reimbursed at actuals for journey in connection with Audit as per rules of the Company. Out of pocket expenses shall be reimbursed at actual as per rules of the Company. Stay and food arrangements for the auditors at Mysore and Salboni shall be done at Company's Guest Houses and local conveyance from Guest House to the place of works will be provided by BRBNMPL.
- 14) The Firm shall be eligible for payment up to 25% of annual audit fee for each quarter. Such fee shall be released only after submission of report for that phase as per scope of work and on compliance of all the tender stipulated conditions, followed by the bill and all supporting evidences/documents required to process such bills. Statutory deductions shall be made at source as per rule. All payments to the Bidder shall normally be made by Electronics clearing facility.
- 16.) Force Majeure Clause: BRBNMPL shall, in addition to its power under other clauses, also have the power to terminate its liability, there under, at any time, by giving a notice of reasonable time, in writing, to the supplier/ service provider, of the BRBNMPL's desire to do so and upon the expiration of the notice the P.O /W.O / Appointment Letter shall be determined without prejudice to the rights of the parties, accrued to the date of determination. Further, in the event of any situation arising out of or caused by any act which is beyond the control of BRBNMPL, which results in stoppage of production, or in event of any policy decision made in the interest of the company which may necessitate the short closure of the Work, the company by giving a notice of reasonable time to supplier/service provider, can terminate the Work without prejudice to the rights of the parties accrued to the date of termination.

- 17)** All the information furnished by BRBNMPL for the purpose of tender constitute the property of BRBNMPL and Audit Firm shall keep them in strict confidence and he shall not divulge the same to anyone else except under the authority and for the purpose of BRBNMPL.

**18) In case of tie in Financial-Bid, the following sequence shall be adopted for selection:**

- b) The Audit Firm having longer experience will be given preference based on the year of Establishment.
- c) The Audit Firm with a higher number of Fellow Members of the Institute of Chartered Accountants of India as partners will be considered.
- d) The Audit Firm with a higher number of Associate Members of the Institute of chartered Accountants of India as partners will be considered.

For the purpose of selection of the Internal Audit Firm in case of tie, only clause (a) mentioned above will be considered. However, in a situation where even after considering clause (a), the tie continues, the remaining clauses i.e. (b) to (c) will be considered individually until the tie is broken.

***(To be signed & stamped and submitted along with Techno-commercial Bid Part –I)***

## Section VI – List of Requirements

Details of requirement for engaging internal auditors are as given below

### **I. Schedule of Audit :**

Sch. No.	Brief Description of Goods / Services	Quantity (Unit)	Earnest Money Deposit	Remarks
	Engaging partnership/limited liability partnership firms of chartered accountants, for conducting internal audit of Bharatiya Reserve Bank Note Mudran Private Limited (BRBNMPL) at:	--	--	1. Audit is to be done at the address and scope of work given in tender. 2. Bidders can apply for either individual schedules or all the schedules. EMD and eligibility criteria shall be applicable accordingly.
I	i) BRBNMPL Corporate Office including BRBNMPL EPF Trust. ii.) BRBNMPL Mysuru Press. & iii.) Ink Manufacturing at BRBNMPL Mysuru Press.	Assignment will be on Financial yearly basis.	NIL against Bid Security Declaration	
II	BRBNMPL Salboni Press		NIL against Bid Security Declaration	

### **II. Destination & place of work:**

The schedule wise audit as per the scope of tender is to be conducted at the following addresses.

<b><u>Schedule- I</u></b>	<b><u>Schedule-II</u></b>
<b><u>(i) BRBNMPL Corporate Office including BRBNMPL EPF Trust :</u></b> No. 3 & 4, 1 <sup>st</sup> Stage, 1 <sup>st</sup> Phase, BTM Layout, Bannerghatta Road, Bengaluru-560029, Karnataka.	<b><u>BRBNMPL Salboni Press</u></b> P.O. RBNML, Salboni- Midnapore (W) - 721132,
<b><u>(ii) BRBNMPL Mysuru Press:</u></b> Bharatiya Reserve Bank Note Mudran (P) Ltd., Note Mudran Nagar, Mysuru – 570003, Karnataka	
<b><u>(iii) Ink Manufacturing at BRBNMPL Mysuru Press:</u></b> Bharatiya Reserve Bank Note Mudran (P) Ltd., Note Mudran Nagar, Mysuru – 570003, Karnataka	

### **III. Audit Process and time schedule:**

- i. Internal Audit is to be conducted in four quarters on Financial Year basis i.e.
  - 1<sup>st</sup> Quarter from April to June,
  - 2<sup>nd</sup> Quarter from July to September,
  - 3<sup>rd</sup> Quarter from October to December and
  - 4<sup>th</sup> Quarter from January to March.
- ii. Before conducting the audit prior intimation and concurrence of date of taking up audit is to be given and modalities and schedule of audit is to be discussed and finalized with Head of Finance and Accounts of the respective unit.
- iii. Audit is to be conducted by a team headed by a qualified CA. Draft observations should be discussed with auditee (respective division head). Audit should be concluded by a partner who will assess the performance, coverage and discuss the draft report with the General Manager along with the head of the Finance and Accounts of respective unit.

#### **IV. TIMELINES FOR CONDUCTING INTERNAL AUDIT**

The internal audit shall be conducted in accordance with the timelines as specified below:-

<b>Particulars</b>	<b>Due Date</b>
<b>Internal audit for quarters ending June, September &amp; December (Q1, Q2 &amp; Q3) &amp; Submission of final Audit report</b>	<b>Within 45 days of the completion of the quarter</b>
<b>Internal audit for quarter ending March (Q4) &amp; Submission of final Audit report.</b>	<b>Within 60 days of the completion of the quarter.</b>

#### **V. REPORTING REQUIREMENTS:**

- 1.Reviewing the internal control system and procedures for assessing their strengths and weaknesses and making recommendations towards improving them, where ever found necessary.
- 2.Review of various transactions to test the compliances with the Company's policy.
- 3.Examining documents to assess the adequacy of the documentation maintained.
- 4.Examining the financial and accounting procedures.
- 5.Determine the implications of major audit observations on the internal controls, operational efficiencies, accounts and finance.

On completion of the Audit of the respective unit and based on the response submitted by respective HoD / Unit Head, the audit report the audit report has to be finalized in 3 parts as under:

Part I : Compliance Status of Previous /Earlier Quarter Audit observation/s.

Part II: Executive Summary consisting of observations of major impact / concern pending for compliance, to be placed before the Audit Committee of the Board.

Part III: Detailed Report along with respective annexures.

Soft copy of the report along with hardcopy should be furnished to the Company.

Senior Partner associated with our Audit will have to attend and participate in the meeting of audit committee of the board held once in a quarter.

Date: / / 2020

Place:

For and on behalf of

[Signature with Name & date]

Duly authorized to sign tender for and on behalf of

Company Seal

(To be signed & stamped and submitted along with Techno-commercial Bid Part –I)

## **Section VII – Technical Specifications/Scope of Work**

### **PREAMBLE:**

#### **Background of the Company:**

Bharatiya Reserve Bank Note Mudran Private Limited (BRBNMPL) was established by Reserve Bank of India (RBI) as its wholly owned subsidiary on 3rd February 1995 with a view to augmenting the production of bank notes in India to enable the RBI to bridge the gap between the supply and demand for bank notes in the country. The BRBNMPL has been registered as a Private Limited Company under the Companies Act 1956 with its Registered and Corporate Office situated at Bengaluru. The company manages 2 Presses one at Mysore in Karnataka and the other at Salboni in West Bengal. The present capacity for both the presses is 16 billion note pieces per year on a 2-shift basis.

The Mysuru Unit of BRBNMPL have also started the production of Inks from August 2018 onwards, which are used in printing of bank notes as a step towards backward integration and self-reliance. The captive Ink manufacturing unit has been designed with installed capacity to manufacture 1500 MT per annum of offset, Intaglio and Numbering Inks in two shift operation to meet the entire requirement of both the presses at Mysuru and Salboni. The captive ink manufacturing unit will not only achieve self-reliance but also reduce considerable cost involved in the purchase of inks and enhance the security of the inks used in our banknotes.

The Board of Directors headed by a non-Executive Chairman nominated by Reserve Bank of India oversees the overall affairs of the Company. The Managing Director is the whole time Chief Executive of the Company and is also a member of the Board. The members of the Board of Directors are persons of high eminence drawn from various professional fields. The Managing Director is assisted by a team of senior officers in the Corporate Office and two presses at Mysore and Salboni.

Both the presses have installed the latest "state of the art" Technology in bank note printing. Both the presses are equipped with sophisticated Security Surveillance Systems. The Corporate mission of the Company is to produce bank notes conforming to international standards set by Central Banking and monetary authorities of the world and makes them available in adequate quantities to the Reserve Bank of India at competitive prices. BRBNMPL seeks to achieve this mission through its most valued asset, its people. It has also gone in for extensive automation. The BRBNMPL has already put in place an effective Quality Management System as embodied in the ISO 9001 - 2015 and also environmental management systems ISO 14001: 2015 Company.

BRBNMPL have also established employees provident fund trust (TRUST) for its employees. The TRUST is an exempted Provident Fund trust under the provision of "EPF and Misc. Provision Act 1952". The TRUST functions under the regulations of EPFO and is having its registered office at the corporate office of BRBNMPL at Bengaluru.

The authorized share capital of the company is ₹ 2,500 crore and the paid up capital of the company is ₹ 1,800 crore. The sales turnover from operation for FY 2018-19 was ₹2,876.33 Crore and the Profit of the company after tax for the FY was ₹ 377.17 Crore.

The Company, during the year 2018-19, has achieved a production of 19033.93 million pieces of banknotes as against the production of 17074.85 million pieces during the year 2017-18.

The company is subject to C & AG audit and the Statutory Auditor of the company is appointed by C & AG under section 139(5) & 139(7) of the Companies Act, 2013.



## Scope of Internal Audit - Presses/Corporate office/EPF Trust

Sl. No	Description	Scope - to check and report significant deviations.	Periodicity
<b>(A) Receipts &amp; Payments</b>			
1	Cash & Bank payments <b>(Presses/IMU/CO)</b>	<p>Verification of:</p> <p>(A) <u>Payment Vouchers</u> considering:</p> <ol style="list-style-type: none"> <li>1) Documentation</li> <li>2) Authorization as per DOP</li> <li>3) Accounting, including deductions/payment of statutory dues</li> <li>4) Compliance with applicable legislations, rules and policies</li> </ol> <p>(B) <u>Cheques</u>: Cheque issue register.</p>	Every quarter
2	Sales & Receipts <b>(Presses/IMU/CO)</b>	<p>Verification of:</p> <p>(A) <u>Receipts Vouchers</u> considering proper:</p> <ol style="list-style-type: none"> <li>1) Documentation</li> <li>2) Authorization</li> <li>3) Accounting</li> <li>4) Calculation of TCS (Income Tax), GST etc.</li> </ol> <p>(B) <u>Sales</u>:</p> <ol style="list-style-type: none"> <li>1) Invoicing &amp; Accounting thereof</li> <li>2) Comparison of indent and sales</li> <li>3) Sales realization &amp; ageing analysis,</li> <li>4) Certification of claim for expenditure incurred for despatch of note consignments from RBI.</li> <li>5) Disposal/accounting of scrap/waste items</li> <li>6) Accounting of Processing of Design/Plates/Security material etc.</li> </ol>	Every quarter
3	Bank & Inter Office Reconciliation <b>(Presses/IMU/CO)</b>	<p>Verification of:</p> <ol style="list-style-type: none"> <li>1) Quarterly Bank Reconciliation Statement,</li> <li>2) Review of old outstanding items (if any),</li> <li>3) Inter-Office accounting and its supporting documents (Advice/Invoice copy/sanction Note etc.).</li> </ol>	Every quarter

<b>(B)</b>	<b>Accounting, Budget &amp; Ledger Review:</b>		
4	Ledger Review- Creditors, Debtors, Expenses, Advances & Prepaid Expenses <b>(Presses/IMU/CO)</b>	Checking and verification of: <ol style="list-style-type: none"> <li>1) Proper accounting</li> <li>2) Ageing analysis &amp; action taken thereof</li> <li>3) Outstanding earnest money deposit &gt; two months, security deposit, retention money, amount recoverable, deposits paid etc.</li> <li>4) Provisioning of expenditure.</li> <li>5) Verify payment to creditors are in line with agreed P.O. terms and that full credit has been availed of</li> <li>6) Verify correctness confirming if proper approvals are taken for creation of provision/write-off of debts/advances/inventory/assets by reference to the DoP clause.</li> </ol>	Every quarter
5	Fixed Assets <b>(Presses/IMU/CO)</b>	Verification of: <ol style="list-style-type: none"> <li>1) Procurement as per approved Capital Budget/DoP</li> <li>2) Fixed Asset Register</li> <li>3) Depreciation calculation,</li> <li>4) Capitalisation of assets</li> <li>5) Periodical physical verification</li> <li>6) Utilisation Certificate for the Capital works executed through Other Govt/external .Agencies(KPWD/KUWS&amp;DB etc.)</li> </ol>	Every quarter
6	Budget review <b>(Presses/IMU/CO)</b>	<ol style="list-style-type: none"> <li>1) Review of revenue &amp; capital budget &amp; status thereof</li> <li>2) Analysis of Budget Vs. Actual and reporting the variance</li> </ol>	Every quarter
<b>(C)</b>	<b>INSURANCE:</b>		
7	Insurance <b>(Presses/IMU/CO)</b>	Adequacy of insurance coverage relating to assets, money-in-transit, marine, machinery breakdown, loss of production, status of pending insurance claims, etc.	Every quarter

<b>(D)</b>	<b>Goods &amp; Services :</b>		
8	Purchases & Services (Presses/IMU/CO))	<p>Verification of</p> <p>(A) <u>Tenders</u> :</p> <ol style="list-style-type: none"> <li>1) Adherence to Procurement Manual</li> <li>2) CVC Guidelines</li> <li>3) 3) Works Manual (if required)</li> <li>4) Verification of single tender purchases, and</li> <li>5) Documentation like tender opening register, Hindrance register, Measurement book, etc.</li> </ol> <p>(B) <u>Vendor Management</u>:</p> <ol style="list-style-type: none"> <li>1) MSME registered and other vendor data ,</li> <li>2) Empanelment of vendors and vendor evaluation and rating, etc.</li> </ol> <p>(C) Working of various Committees in the Press/CO, viz. Spot Purchase Committee, Local Purchase Committee, Condemnation Committee, etc.</p> <p>(D) Proprietary purchases &gt; ₹10 lakh</p>	Every quarter
<b>(E)</b>	<b>Personnel / Employee Claims</b>		

9	Personnel Expenses & Employee Claims <b>((Presses/IMU/CO))</b>	<p>Verification of :</p> <p>(A) <u>Pay and Allowances:</u></p> <ol style="list-style-type: none"> <li>1) Proper salary fixation and documentation in salary preparation as per Company's policy and procedures</li> <li>2) Correctness of data related to payable &amp; recoverable</li> <li>3) Verifying attendance records and proper accounting of leave</li> <li>4) Proper calculation of personal income tax,</li> <li>5) Correctness of ex-gratia/PLR/pay revision arrears paid, etc., and</li> <li>6) Compliance with other statutory provisions</li> </ol> <p>(B) <u>Perks &amp; Entitlements:</u></p> <ol style="list-style-type: none"> <li>1) Proper documentation and authentication of LTC, Leave encashment records</li> <li>2) Accounting of meal coupons</li> <li>3) Settlement of TA/HA (both domestic and foreign) bills</li> <li>4) Verification of settlement of all personal claims like conveyance, telephone, newspaper, furniture, Spectacles, Hearing Aids etc. Samples checked should be reported.</li> </ol>	Every quarter
<b>(F) Security</b>			
10	Security <b>((Presses/IMU/CO))</b>	<p>Verification of records relating to:</p> <ol style="list-style-type: none"> <li>1) Various entry / exit passes and cards issued</li> <li>2) Vehicle deployment,</li> <li>3) Review of payments and assets of the company held by CISF and</li> <li>4) Other periodic security control procedures.**</li> </ol>	Every quarter

11	Data Security and Back-up ** (Presses/IMU/CO)	Verification of 1) Access Security 2) Periodical data back-up 3) Authorization as per DoP for changes in Master Data 4) Security of data centre and IT network operations	Every quarter
<b>(G) Labour welfare &amp; Industrial Relation:</b>			
12	Labour welfare section (Presses/IMU/CO)	Verification of: 1) PF & ESI details of all Contractors 2) Details of all contract employees, 3) Validity of factory, hospital licence, etc. 4) Accident register, 5) Contractors' attendance and payment register.	Every quarter
<b>(H) Maintenance of Assets &amp; Properties :</b>			
13	Land & Buildings (Presses/IMU/CO)	Verification of records relating to: 1) Maintenance contracts of Plant, Residential and Other Buildings etc., 2) Maintenance of landscaping / horticulture 3) Township Maintenance.	Half yearly
14	Estate (Presses/IMU/CO)	Verification of records related to : 1) Shops /quarters allotted to outsiders, 2) Billing of rent/electricity charges to outside agencies and its recovery. 3) Employee -wise licence agreement & monthly recovery, 4) payment of yearly statutory fees 5) Record of vacant quarter/shops, 6) Liaisoning with External agencies related to Estate matters. 7) Billing / Receipts of Guest House Receipts	Every quarter

15	Plant, Machinery & Equipment <b>(Presses/IMU/CO)</b>	Verification of records relating to Plant, Machinery and Equipment: 1) Periodic and preventive maintenance and adherence to maintenance schedule 2) Stoppage and Idle time, production delay & action taken 3) Obsolescence of equipment like computer/electronic equipment & action taken thereof, 4) Utilisation of Auxiliary machines and equipment like : Treasury Wagon, Briquetting system, plate making, etc.	Half yearly
16	Physical verification of Fixed Assets: <b>(Presses/IMU/CO)</b>	Verification records relating to: 1) Sectional fixed asset register, 2) Physical verification of fixed assets once in two years.	Once in 2 years
<b>(I) Inventory holding &amp; verification:</b>			
17	Stores – General <b>(Presses/IMU/CO)</b>	Verification of records relating to: 1) Receipt, issue & closing stock of inventory items/ capital items 2) Fixed asset numbering register & record of painting asset numbers 3) Confirmation of stock with third party 4) Automatic Recoupment System (ARS) items register	Every quarter
18	Inventory holding and verification <b>(Presses/IMU/CO)</b>	Verification of records relating to: 1) level of holding of all inventory items, 2) Old WIP /FG stock if any, 3) Slow/Non-moving stock (both for insurance spares and non-insurance spares) 4) Identification of obsolete stock & action taken thereof 5) Expiry of shelf life etc.	Every quarter
19	Physical verification of Inventory <b>(Presses/IMU/CO)</b>	Quarterly: Physical verification of stock ("A" class items) in presence of Internal Auditors, discrepancies like excess stock, misuse should be brought out in the Report/Executive Summary.	Quarterly

20	Material/Asset with Third Party <b>(Presses/IMU/CO)</b>	Verification of: 1) Control mechanism for material sent out for rectification/repairs 2) Record at exit & re-entry 3) Follow up process for long outstanding items. 4) Review status of Returnable Gate Passes	Every quarter
21	Financial risk – inventory <b>(Presses/IMU/CO)</b>	Verification of: 1) Reordering level for major high value inventory items 2) Purchase procedures for items like WMP, ink, spares, consumables, packing materials, proprietary items etc. 3) Check a system of Economic Ordering Quantity based on Minimum/Maximum/re-order level of stocks 4) Valuation of Inventory as per IND-AS 2	Half yearly
<b>(J)</b>	<b>Production</b>		
22	Production <b>(Presses/IMU)</b>	1) Confirmation & adequacy of estimation of spoilage of WMP and spoilage provision in book of accounts 2) Budget vs Actual spoilage of WMP (Warrant wise) 3) Verification of consumption of Inks & WMP w. r. t. approved consumption norms 4) Productivity of Main (Offset, Intaglio, Numbering, BPS, Finishing) and Ancillary Machines (Plate making, Box storage, Briquetting, etc.). 5) Abnormal consumption, variance analysis, Integration/ Reconciliation of Production Data with Store Tally Inventory module	Every quarter
<b>(K)</b>	<b>Statutory Compliances:</b>		

23	Compliance (Presses/IMU/CO/EPF Trust)	Compliance of Statutory Laws, FEMA, Income Tax, Customs, GST, Company Law, Accounting Standard/IND-AS etc., filing of tax returns & compliances	Every quarter
(L)	<b>Bank Guarantee Review</b>		
24	Bank Guarantee Review (Presses/IMU/CO)	Verification of: <ol style="list-style-type: none"> <li>1) Bank guarantee register (including checking of validity of Bank Guarantee/s and confirmation of Bank Guarantee with the issuing bank)</li> <li>2) Invocation history, if any</li> <li>3) Check Earnest Money Deposit (EMD)</li> </ol>	Every quarter
(M)	<b>Miscellaneous:</b>		
25	Periodic review (Presses/IMU/CO/EPF Trust)	<ol style="list-style-type: none"> <li>1) Periodic review and reporting including suggestions for improvement in all functional areas of BRBNMPL. **</li> <li>2) Verify actual occurrence of extraordinary events **</li> <li>3) Proper disclosure in the books of accounts (as extraordinary items). This should also be reported as part of Executive Summary</li> </ol>	Half yearly
26	Advances (Presses/IMU/CO/EPF Trust)	To verify loans and advances (both staff and others) policies, its recovery/settlement and to report long term pending loans and advances. Provision and settlement of various advances relating to Projects.	Every quarter



27	Expenses <b>(Presses/IMU/CO)</b>	To verify all expenses with regard to DoP, budget, Rules, Authority, Contract, Agreement etc. and also to verify correctness of accounting	Every quarter
28	Licences / Approvals <b>(Presses/IMU/CO/EPF TRUST)</b>	Whether all required Licences/Approvals have been obtained or renewed on time.	Every quarter
29	Contingent Liability <b>(Presses/IMU/CO)</b>	Verify estimates of contingent liability and contractual obligations	Every Year
30	Journal Voucher/Debit Note / Credit Note <b>(Presses/IMU/CO)</b>	Authorization with regard to DoP, compliance with applicable legislations, rules and Policies	Every quarter
31	Any other matter <b>(Presses/IMU/CO/EPF Trust)</b>	Any other matter as directed by the Audit Committee/Board/Management from time to time, certification of specific information/document as directed by the Management.	Every quarter
	<b>For Corporate Office only</b>		
32	Report on regulatory compliances <b>(CO)</b>	To check and report all regulatory compliances relating to FEMA, Income Tax, Customs, GST, Company Law etc. and availment of credits, if any	Quarterly
33	Special areas: (i) Adherence to HR Policy ** (ii) Foreign currency exposure (iii) Review of adequacy of insurance policies <b>(CO)</b>	<ol style="list-style-type: none"> <li>1) To verify the bank charges with reference to facilities sanctioned by bank</li> <li>2) To verify the exchange rate charged by the Bank for payment of import bill and also should verify the forward booked exchange rate with reference to NSE quotes in currency future market.</li> </ol>	Quarterly
34	Verification of investments <b>(CO)</b>	<ol style="list-style-type: none"> <li>1) Verification of investment made or redeemed with reference to Investment Policy</li> <li>2) Return on investment</li> </ol> Review of existing Accounting Heads/Accounting Groups created to confirm that the reporting system would facilitate the disclosure requirements under the provisions of Companies Act.	Quarterly

	<b>EPF TRUST only</b>		
35	Bank payments vouching and Journal vouching <b>(EPF Trust)</b>	Verifying sufficiency of documentation, authorisation, segregation of duties, Receipt, Payment and Journal Voucher in Tally	Quarterly
36	<b>Reconciliation</b>  i) Saving bank Reconciliation  ii) Investment Reconciliation,  iii) Employees Contribution (PF Master) Reconciliation <b>(EPF Trust)</b>	Verification of Saving Bank Reconciliation  Verification of Investment Reconciliation  Verification of Employees Contribution (PF Master) with Tally	Quarterly
37	Interest calculation on contributions <b>(EPF Trust)</b>	Employees Contribution (PF Master) Reconciliation and Demat, SGL and Mutual fund Statement	Yearly
	<b>School</b>		
38	Bank payments vouching Journal vouching <b>(Presses)</b>	Verifying sufficiency of documentation, authorisation, and payments as per approved norms	Quarterly
39	Bank Reconciliations etc. <b>(Presses)</b>	Review of BRS.	Quarterly
40	Receipts of Fess <b>(Presses)</b>	Verifying sufficiency of documentation, as per approved norms	Quarterly
41	Fund Utilisation <b>(Presses)</b>	Verifying utilisation of Funds given by Company as per Agreement and its reconciliation as per books of BRBNMPL.	Quarterly
	<b>Plant Hospital</b>		
42	Records of Medicines <b>(Presses)</b>	Verifying proper records of medicines received / issued	Quarterly

43	IFC <b>(Presses/IMU/CO/EPF Trust)</b>	Annual certification of the Internal Financial Control System of the unit as per Companies Act and the other applicable relevant provisions.	The system of internal financial control over financial reporting has to be examined and monitored by the auditor on a quarterly basis and report
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			<p>about violation in the subsequent Audit Committee meetings.</p> <p>Certification on Internal Financial Control System to be done annual basis</p>
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**Note:**

1. All the department and areas of BRBNMPL have to be covered under Internal Audit which includes – Production (Design, Printing and Finishing Divisions), Maintenance (Plant, Utility and Township), Administration which includes – Finance, Materials Management, Establishment, Welfare, Staff, Training, Salary, Ink Factory, Lab, Security, School, Hospital etc.
2. Internal auditors should mainly focus on the system of internal control, internal checks, and compliance of standard operating procedures, manuals, rules and regulations in respect of various operations of the Company approved by the Board.
3. For the works which is not specifically mentioned in the scope of work but are necessary for meeting the audit objectives and requirement of Management, are also to be included. For such situations, management reserves the right to work out the additional scope of work in consultation with the winning bidder.
4. A Sample Structure of IFC document of the Company (ICFR) has been attached as annexure – G for reference and understanding only.
5. A sample Structure of Internal Audit Report (Executive Summary), of one unit has been attached as Annexure – H for reference and understanding only.
6. A sample Structure of Internal Audit Report (Main), of one unit, has been attached as Annexure – I for reference and understanding only.
7. \*\*Auditors to comment only on the compliance and implementation impacting the financials of the Company.
8. Internal Audit/verification/compliance of the existing direction of Audit Committee / Board / Management (if any) is also to be taken up by the successful bidder within the quoted rates.

(Authorised Signature of the bidder firm with date)

(Seal)

## **COMPLIANCE STATEMENT**

[Bidder shall fill the following format and submit along with bid.]

Sl. No .	Features	Requirements of BRBNMPL, Terms & conditions	Whether Agreed by the firm	Remarks
01	Specifications & Scope of Work	As per section VII	Yes agreed	
02	Quantity:	We understand that the initial assignment shall be for financial year 2021-22 and extendable for further 4 financial years, at the same terms and conditions for the given scope of work, on yearly renewable basis, and at the discretion of BRBNMPL	Yes agreed	
03	Requirement	As per section –VI	Yes agreed	
04	Payment terms	As per section –V	Yes agreed	
05	Performance Security	As per section –I	Yes agreed	
06	Duties & Responsibilities of Audit Firm	As per section –VI & VII	Yes agreed	
07	Tender terms & conditions	We have gone through entire tender document thoroughly including GIT (Section II – General Instructions to Tenderer), GCC (Section IV – GENERAL CONDITIONS OF CONTRACT) <b>and confirm that we don't have counter conditions.</b> We also understand that offer with counter conditions is liable for rejection.	Yes agreed	
08	Specific Conditions of Contract	As per section –V	Yes agreed	

(Authorised Signature of the bidder firm with date)

(Seal)

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

1. BRBNMPL reserves the right to verify the credential and detail of experience past performance of the tenderer by visiting to the organizations /entities and taking the performance reports from the organizations /entities where past audits has been performed by the tenderers.
2. The tenderer to confirm that, the audit as per the given scope and requirements of BRBNMPL, will be performed and reported as per applicable audit standards.

## Section IX: Qualification/ Eligibility Criteria

### **Technical Evaluation Criteria of this Tender (POINT ALLOCATION) :**

The technical bid of the bidder shall be evaluated as per point allocations given below:

Sl. No	Particulars	Points to be allocated	Maximum Points	Self Evaluated Score	Supporting Documents
a.	Year of establishment of the Audit Firm / Limited Liability Partnership Firm.	1 Point for each completed year. Cutoff date shall be 31.03.2020.	15 (fifteen)		Registration certificate of the firm issued by the Institute of Chartered accountants of India. Information related to year of establishment of Head Office(s) & Branch office(s), addresses, details of partners and their membership nos. etc. as
b.	No. of Partners in the Firms/Limited Liability Partnership Firm who are with the Firm for a minimum period of year as on date of application.	a) 3 points for each Partner who is ACA.  b) 5 points for each Partner who is FCA.	15 (fifteen)		Self- certified latest copy of the registration certificate of the firm issued by the Institute of Chartered accountants of India. Information related to year of establishment of Head Office(s) & Branch office(s), addresses, details of partners and their membership nos. etc.as Indicated in the Certificate.
c.	No. of Qualified Assistants (Chartered accountant) employed with the firm.	a. 03 points for each FCA.  b. 02 points for each ACA.	10 (ten)		Copy of details filed with the Institute of Chartered/Cost Accountants of India.
d.	Experience of the Firm in Organization working on Tally / SAP ERP Platform as Statutory /Internal Auditor (Experience in 2020-21 not to be considered).	2 points for each completed year of Audit (fraction of the year to be ignored).	10 (ten)		Copies of appointment letters /orders for statutory audit/ internal audit of any entity. Certificate shall be submitted from the entity that they are Tally / SAP compliant. (2 pts for each year of completed audit and not per client)
e.	Empanelment of the Audit Firm with RBI/ C&AG as on date of application.	10 points for having valid empanelment with RBI / C&AG as on the date of application.	10 (ten)		Copy of the supportive documents for empanelment issued by RBI / C&AG as on date of application to be submitted.

f.	Experience of the firm in internal audit of Central / State Public Sector Manufacturing Company. (Exp. For FY 2020-21 not to be considered)	5 points for each completed year of audit.	20 (Twenty)		Copies of appointment letters/ orders for internal audit in any Central /State Govt. Manufacturing Company along with documentary evidence for successful completion of audit to be submitted. (Excluding banks and insurance PSUs.)
f.	Turnover of the internal audit clients during F.Y. 17-18, 18- 19 & 19-20.	a) 2 points per client having turnover of More than Rs. 200 Cr. & up to Rs.- 500 Cr.  b) 4 points per client having turnover of more than Rs. 500 Cr.& up to Rs. 1000  c) 9points per client having turnover of more than 1000Cr.	20 (twenty)		Duly certified copies of relevant pages of audited financials of the clients in support of criteria to be attached.
g.	No of Partners / Qualified Assistants in the Audit Firm /LLP who are qualified Information System Auditor as on date of application.	5 points for each partner / qualified assistant.	10 (Ten)		Certificate on qualification of Information Security Auditors (CISA/DISA_ of Partners / Qualified Assistant to be attached

**Notes:-**

- i. All above mentioned supporting documents along with bid (Bidder Profile) shall be part of "Technical Bid".
- ii. The Bidder is required to mention self-evaluated score against each parameter in above table and to provide related documentary evidence against each parameter given above. The self-evaluated scores of the Bidder will be verified by the Evaluating Committee of BRBNMPL based on the documentary evidence provided. The scores given by the Committee after verification with the documentary evidences as provided by the Bidder shall be considered final.
- iii. Only those firms who secure **at least 60%** and above marks as per technical evaluation criteria mentioned above shall be **considered for opening of Financial bid.**

## **Qualification and eligibility criteria:**

1. The tenderer shall be a firm of Chartered Accountants either partnership firm or LLP and should be in continuous practice of doing Statutory and / or Internal Audit of Companies / Firms / Institutions for a period of 5 years ended on March 31<sup>st</sup>, 2020. Bidder firm should have experience in successfully completing the similar work in last 5 years in any organization working on Tally / SAP ERP Platform as per details given below.

	For schedule -I	For schedule -II
Three similarly completed works each costing not less than the amount of ₹	4,36,100/-	2,38,800/-
Two similarly completed works each costing not less than the amount of ₹	5,45,200/-	2,98,500/--
Two similarly completed works each costing not less than the amount of ₹	8,72,300/-	4,77,700/-

Similar work means conducting Statutory / Internal audit in any reputed organization working on Tally / SAP ERP Platform.

If applying for more than one schedules then the value of completed work experience as per both the schedules shall be required.

2. The tenderer should have scored at least 60% or above marks in the Technical Evaluation Criteria (Point Allocation) mentioned in this Tender.
3. **Financial Loss:** Tenderer should not have suffered any financial loss for more than one year during last three years ending 31.03.2020.

*[Note: For the purpose of analyzing financial loss, Net Profit (Profit after Tax) will be considered.]*

4. **Net worth:** The net worth of the firm should not be negative and should not have eroded by more than 30% year-on-year in the last 3 years ending 31.03.2020.

*[Note: For the purpose of financial analysis of net worth, if the bidder is not qualifying in the criteria, then the bidder will be allowed to take the financial support from the Holding / Parent Company for qualifying in the criteria. However, the bidder is required to qualify in all other criteria like experience, past performance and capacity/capability as specified in the tender.]*

- Tenderers to attach their Audited / Chartered Accountant Certified /self-certified Financial Statement (B/S, P&L etc.) for the FY 2019-20, FY 2018-19 and FY 2017-18 in their technical bid.
- Tenderers are also required to submit the self-certified Income Tax Return (IT) copies of Financial year 2017-18, 2018-19 & 2019-20 along with copy of Acknowledgement

5. Tenderer should have their office at below mentioned cities: -

For Schedule	Office of City
I	Bengaluru
II	Kolkata



6. The tenderer should have valid PAN and GST Number (Copy of PAN & GST certificate to be attached).
7. The firm / partner associated should not have been penalized for any disciplinary proceedings and no disciplinary proceedings should be pending against them as on the date of application. – Declaration to this effect is to be provided by the Tenderer.
8. The present Statutory Auditors (as appointed by the C&AG) of BRBNMPL will not be eligible for bidding in compliance with the provisions of section 144 of the Companies Act, 2013. Accordingly, the following shall also not be eligible for bidding:
  - ❑ Any of the partners of the firm doing Statutory audit of BRBNMPL
  - ❑ Any of its parents, subsidiary or associate entity, if any,
  - ❑ Any other entity whatsoever, in which the statutory audit firm or any of its partners have significant influence or control.
  - ❑ Any other entity whose name or trademark or brand is used by the statutory audit firm or any of its partners.
9. As per Company's policy the present internal auditors of the Company are not eligible to participate in this tender.

**Other requirements:**

- a) Bidder are required to provide the duly filled and signed copies of all the Annexures of the tender (from Annexure A to Annexure – I).
- b) Filled signed and stamped copy of Section VII Compliance statement.
- c) Filled signed and stamped copy of Section X: Tender Form
- d) Filled signed and stamped copy of Section XII: Questionnaire.

The eligibility criteria shall have to be met at the time of evaluation and the firm shall continue to meet the criteria throughout the validity of the agreement.

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

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

(Authorised Signature of the bidder firm with date)

(Seal)

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

***(To be signed & stamped and submitted along with Techno-commercial Bid Part –I)***

## Section X: Tender Form

Date: .....

To,  
The General Manager,  
Corporate Office,  
BRBNMPL,  
Bengaluru 29

Ref: Your Tender Enquiry No: 0010/CO/F&A/LT/2020-21 dated February 02, 2021

We, the undersigned have examined the above mentioned tender enquiry document, including amendment No. -----, dated \_\_\_\_\_ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver **OUR SERVICES FOR CONDUCTING INTERNAL AUDIT OF BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED (BRBNMPL)** (description of goods and services) in conformity with your above referred document for the sum of as mentioned in financial bid (total tender amount in figures and words), as shown in the price schedule(s), attached herewith and made part of this tender.

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_  
For & on behalf of \_\_\_\_\_

Thanking you.  
Yours faithfully,

Seal

Signature with date Name & designation:

*Note: Techno-commercial bid without Copies of documents mentioned above, EMD amount, Tender Form cost & Copy of complete set of tender documents duly signed with seal affixed, is liable to be rejected.*

**SUMMARY OF PRICE SCHEDULE (FOR INDIAN BIDDERS)**

From,

Date: .....

Bidder Company/Firm Name: .....

Address : .....

To  
The CFO cum Company Secretary ,  
BRBNMPL,  
Bengaluru – 560 029.

प्रिय महोदय / Dear Sir,

**Sub: Price Bid for the Tender Enquiry of**

**“ENGAGING PARTNERSHIP/LIMITED LIABILITY PARTNERSHIP FIRMS OF CHARTERED ACCOUNTANTS FOR CONDUCTING INTERNAL AUDIT OF BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED (BRBNMPL), AS PER GIVEN SCOPE & SCHEDULE, FOR THE FINANCIAL YEAR 2021-22 AND FURTHER EXTENDABLE FOR 4 YEARS, ON YEARLY RENEWABLE BASIS.”**

**REF:** Tender Enquiry No: 0010/CO/F&A/LT/2020-21, dated February 02, 2021

With reference to the tender enquiry cited above and we are pleased to submit the following as our price bid for annual charges for conducting Internal Audit of BRBNMPL, for your kind consideration.

**Item wise Price bid :**

**1<sup>st</sup> year**

[All figured in ₹]			
Sch. No.	Area of Internal Audit	Rate per quarter (a)	Annual Rate (1 <sup>st</sup> year) (b) = (a) X 4
Engaging partnership/limited liability partnership firms of Chartered Accountants, for conducting Internal Audit of Bharatiya Reserve Bank Note Mudran Private Limited (BRBNMPL) for the Financial Year 2021-22 and further extendable for 4 years on yearly renewable basis:			
I	i) BRBNMPL Corporate Office including BRBNMPL EPF Trust at Bengaluru.		
	ii) BRBNMPL Mysuru Press.		
	iii) Ink Manufacturing Unit (IMU) at BRBNMPL Mysuru Press		
II	BRBNMPL Salboni Press.		
	Total		

**ANNUAL AMOUNT IN WORDS FOR FIRST YEAR: .....**

**2<sup>nd</sup> year**

[All figured in ₹]

Sch. No.	Area of Internal Audit	Rate per quarter (a)	Annual Rate (2 <sup>nd</sup> year) (b) = (a) X 4
Engaging partnership/limited liability partnership firms of Chartered Accountants, for conducting Internal Audit of Bharatiya Reserve Bank Note Mudran Private Limited (BRBNMPL) for the Financial Year 2021-22 and further extendable for 4 years on yearly renewable basis:			
I	i) BRBNMPL Corporate Office including BRBNMPL EPF Trust at Bengaluru.		
	ii) BRBNMPL Mysuru Press.		
	iv) Ink Manufacturing Unit (IMU) at BRBNMPL Mysuru Press		
II	BRBNMPL Salboni Press.		
	Total		

**ANNUAL AMOUNT IN WORDS FOR 2<sup>ND</sup> YEAR:** .....**3<sup>rd</sup> year**

[All figured in ₹]

Sch. No.	Area of Internal Audit	Rate per quarter (a)	Annual Rate (3 <sup>rd</sup> year) (b) = (a) X 4
Engaging partnership/limited liability partnership firms of Chartered Accountants, for conducting Internal Audit of Bharatiya Reserve Bank Note Mudran Private Limited (BRBNMPL) for the Financial Year 2021-22 and further extendable for 4 years on yearly renewable basis:			
I	i) BRBNMPL Corporate Office including BRBNMPL EPF Trust at Bengaluru.		
	ii) BRBNMPL Mysuru Press.		
	v) Ink Manufacturing Unit (IMU) at BRBNMPL Mysuru Press		
II	BRBNMPL Salboni Press.		
	Total		

**ANNUAL AMOUNT IN WORDS FOR 3<sup>rd</sup> YEAR:** .....

**4<sup>th</sup> year**

[All figured in ₹]

Sch. No.	Area of Internal Audit	Rate per quarter (a)	Annual Rate (4 <sup>th</sup> year) (b) = (a) X 4
Engaging partnership/limited liability partnership firms of Chartered Accountants, for conducting Internal Audit of Bharatiya Reserve Bank Note Mudran Private Limited (BRBNMPL) for the Financial Year 2021-22 and further extendable for 4 years on yearly renewable basis:			
I	i) BRBNMPL Corporate Office including BRBNMPL EPF Trust at Bengaluru.		
	ii) BRBNMPL Mysuru Press.		
	vi) Ink Manufacturing Unit (IMU) at BRBNMPL Mysuru Press		
II	BRBNMPL Salboni Press.		
	Total		

**ANNUAL AMOUNT IN WORDS FOR 4<sup>TH</sup> YEAR:** .....**5<sup>th</sup> year**

[All figured in ₹]

Sch. No.	Area of Internal Audit	Rate per quarter (a)	Annual Rate (5 <sup>th</sup> year) (b) = (a) X 4
Engaging partnership/limited liability partnership firms of Chartered Accountants, for conducting Internal Audit of Bharatiya Reserve Bank Note Mudran Private Limited (BRBNMPL) for the Financial Year 2021-22 and further extendable for 4 years on yearly renewable basis:			
I	i) BRBNMPL Corporate Office including BRBNMPL EPF Trust at Bengaluru.		
	ii) BRBNMPL Mysuru Press.		
	vii) Ink Manufacturing Unit (IMU) at BRBNMPL Mysuru Press		
II	BRBNMPL Salboni Press.		
	Total		

**ANNUAL AMOUNT IN WORDS FOR 5<sup>TH</sup> YEAR:** .....

**Cumulative total amount for all the five years .**

[All figured in ₹]

Sch. No.	Area of Internal Audit	TOTAL Amount for five years(as per the Annual Rate for 5 years quoted above)
I	i) BRBNMPL Corporate Office including BRBNMPL EPF Trust at Bengaluru.	
	ii) BRBNMPL Mysuru Press.	
	viii) Ink Manufacturing Unit (IMU) at BRBNMPL Mysuru Press	
II	BRBNMPL Salboni Press.	
	Grand Total	

**TOTAL AMOUNT IN WORDS FOR FIVE YEARS:** .....**NOTE:**

- We understand that payment will be released on quarterly basis after completion of internal audit and fulfilment of other tender requirement on quarter basis.*
- The rates quoted are with all awareness of the site conditions and after going through the tender documents in details.*
- The price mentioned above is exclusive of GST. GST shall be extra as applicable.*
- We understand that it is not mandatory to quote for all the schedules of tender as tender will be finalized on schedule-wise overall L1 basis for five years and not on year wise L1 basis. However, it is mandatory to quote for all the parts of a schedule, failing which bid will be rejected.*
- We confirm that there would not be any price escalation for the given scope and schedule during the tenure of contract.*
- We confirm that we will abide by all the tender terms & conditions, scope of work and we do not have any counter conditions.*
- The quotes are as per the format given in the price schedule.*

Thanking you,

Yours faithfully,

Seal

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

Firm:

## Section XII: Questionnaire / Checklist

The Tenderer should furnish specific answers to all the questions/ issues mentioned below. In case a question / issue does 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.

<b>A</b>	<b>COMPANY PROFILE</b>	
01	Brief description and of goods and services offered	
02	Name and address of the firm	
03	Nature of the Firm: (Proprietorship/Partnership/Ltd. Company/Co-op. Society/LLP)	
04	Offer is valid for acceptance up to	120 days
05	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)	
06	Your GSTIN (Copy of registration to be enclosed)	
07	<p>Status:</p> <p>a) Are you currently registered with the Central Purchase Organization, and/or as a Micro and Small Enterprise (MSE) as defined in MSEs Order 2012 issued by Ministry of Micro, Small and Medium Enterprises (MSME), and/or as a Startup as recognised by Department for Promotion of Industry and Internal Trade (DPIIT) 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.</p> <p>b) Are you currently registered under the Indian Companies Act, 2013 or any other similar Act?</p>	

	Please attach certified copy(s) of your registration status etc. in case your answer(s) to above queries is in affirmative.	
08	Please indicate Name & full Address of your Banker(s)	
09	Please state whether business dealings with you currently stand suspended/ banned by any Ministry / Dept. of Government of India or by any State Govt. or by PSU.	

3. We confirm that we have fulfilled eligibility criteria required by BRBNMPL and supported documents have been enclosed.
  - a. Proof of Eligibility criteria, work completion certificates & Experience
  - b. List of customers where similar kind of work has been done. Contact person name, designation & telephone no.
  - c. Audited balance sheet for previous THREE years i. e. for the financial year ending March 2018, March 2019 & March 2020.
  - d. Copy of Registration certificate under MSME (if applicable)
  - e. Signed copy of entire Tender document.
8. We confirm having read the terms and conditions of tender, scope of work and having visited the site, we have submitted the price bid. The Price bid is quoted exactly as per your format (Section-XI) and is inclusive of labour cost, statutory levies, duties, GST & all other charges as per Scope of work. While quoting, we have given consideration for minimum wages, escalation and statutory compliances.
9. We confirm that on being successful in the tender we would execute the work exactly as per the terms and Conditions of the Tender.
10. We confirm that we will abide by all the tender terms & conditions and we do not have any counter conditions. As required, we enclose herewith the complete set of copy of tender documents (including terms & conditions) duly signed by us as a token of acceptance.
11. We also confirm that the undersigned is duly authorized and have the competence to sign the contract for and on behalf of the firm.
12. We have gone through the other tender conditions mentioned in Section-II: (General Instructions for Tenderer (GIT) & Section-IV General Conditions of Contract (GCC)) of this tender & we abide to follow above sections as a part of this tender.
13. It is also confirmed that our firm is not black listed /debarred from tendering process from BRBNMPL or any PSU/Govt. departments.

.....

(Signature with date)

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

For and on behalf of

.....

(Name, address and stamp of the tendering firm)



**Section XIII: Bank Guarantee for EMD – Not applicable**

**Section XIV : Manufacturers Authorization Form – Not applicable**

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

\_\_\_\_\_ [Insert Bank 's Name, and Address of Issuing Branch or Office)  
Beneficiary (**BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED,**

Date: -----

Performance Guarantee No.

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

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

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

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

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

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

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

(Signature of the authorized officer of the Bank) Name  
and designation of the officer  
Seal, name & address of the Bank and address of the Branch

Name and designation of the officer  
Seal, name & address of the Bank and address of the Branch.

## Section XVI: Contract Form

(Address of BRBNMPL's office issuing the contract)

Contract No ..... dated.....

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

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

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

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

Schedule No.	Brief description of goods / services	Accounting unit	Quantity to be supplied	Unit Price (In ₹)	Total price
--------------	---------------------------------------	-----------------	-------------------------	-------------------	-------------

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

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

.....

(Signature, name and address of BRBNMPL's authorized official) For and on behalf of  
Received and accepted this contract

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

(Name and address of the supplier)

.....

(Seal of the supplier)

Date:

Place:

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

(Refer to clause 24.2 of GIT)

The General Manager

Unit Address

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

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

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

Note:

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

Signature and Stamp of Bidder

Date: / /2020

**FORMAT FOR BIDDERS PROFILE / CREDENTIALS**

1. Name of the Firm:

2. Registration No. of the Firm:

(Institute of Chartered Accountants of India)

3. i. Date of Registration of the Firm :

ii. Type of firm : Partnership firm/ LLP firm/Proprietor

4. Details of Head Office & Branch Office(s): Head Office:

Address	Date of Establishment	Contact No(s)	E-mail

Branch Office 1

Address	Date of Establishment	Contact No(s)	E-mail

Branch Office 2

Address	Date of Establishment	Contact No(s)	E-mail

(Insert further branch office(s), if any)

5. Details of Partners in the Firm/Limited Liability Partnership:

S.No.	Name of the Partner	Membership No.	Membership Status ACA/ FCA	CISA/DISA/ISA or equivalent qualification	Date of Joining the firm As Partner
1					
2					
3					
4					
5					
6					

(Please attach certificate issued by institute of chartered accountants of India (ICAI) in support of information furnished at Sl. No. 1, 2, 3, 4 and 5 above)

6. Is the partner of Firm/LLP:-

Sr. No.	Particulars.	Yes/ No
a.	Dismissed Government Servant.	
b.	Removed from approved list of vendors.	
c.	Demoted to a lower class of vendors.	
d.	Having business banned/suspended by any government in the past.	
e.	Convicted by a court of law.	
f.	Retired engineer/official from engineering Department of Govt. of India within last two years.	
g.	Direction of partner of any other company/ firm enlisted with CPWD or any other department.	
h.	Member of Parliament or any State Legislative Assembly.	

7. Is any Partner/Person working with the applicant is a near relative of the officer/ official of BRBNMPL: Yes / No. (If yes, please provide details)

8. Details of Qualified Assistants (i.e Chartered Accountants employed by the firm)

Sl.No.	Name of the Assistant	Membership No.	Whether ACA /FCA (Please attached membership certificate issued by respective institutes for each qualified assistant)	Date of joining the firm as qualified assistant
1				
2				
3				
4				

9. Details of Experience in Central / State Public Sector Manufacturing Company /experience in conducting the audit assignments allocated by RBI / C&AG.:

Sl.no.	Name of the Company	Year of audit	Type of audit – whether statutory/internal audit (please attach copy of appointment letter for each year & for every company)
1.			
2.			
3.			

10. Details of Experience in conducting audit in organization working on TALLY / SAP ERP Platform :

S.No.	Name of the Company	Year of Audit	Type of Audit – Whether Statutory/Internal Audit (Please attach copy of appointment letter for each year & for every company)
1			
2			
3			

11. Statutory & Other documents:

S.No.	Particulars	Registration No.	Registration date	Valid up to	Photocopy enclosed (Please tick )
a.	ICAI Registration				
b.	GSTIN				
c.	PAN				
d.	PF Registration				
e.	ESIC Registration				
f.	Professional Tax Registration				
g.	MSME/DIC/NSIC/SSI				
	MSME Reg. under SC/ST quota?	Yes / No :	(Refer Annexure –E)		
	MSME Women Entrepreneur ?	Yes / No :	(Refer Annexure –E)		
h.	Central Purchase Organisation(CPO) Reg.				
i.	Startup recognised by DPIIT/ Others if any				
	others				



## 12 . Financial standings (as per Section-IX)

Sr. No.	Financial Year	Annual Turnover ( in ₹ Lakh)	Profit/(Loss) ( in ₹ Lakh)	Net worth (+/-) ( in ₹ Lakh)	Remarks	ITR copy enclosed (Please tick )
a.	2017-18					
b.	2018-19					
c.	2019-20					
Avg. Annual Turnover->						

Note (if any) : .....

## 13. Details of submission of Tender Fee & Earnest Money Deposit:

Sl. No	Particulars	Tender Fee	Earnest Money Deposit
a.	Amount:		
b.	DD/BC/NEFT/RTGS transaction/ / BG No. & date/ Other Electronic Modes using UPI id/ UPI QR code		
c.	Drawn on Bank : & Branch :		
d.	Valid up to:		
e.	Original instruments submitted (Y/N)		
f.	Exempted (if any) under:-		
g.	Remarks		

## 14. List of valuable clients / customers:

Sl. No	Name of the Customers / firm	Client Address	Contact Person Name	Email Id	Telephone / mobile no.
a.					
b.					
c.					

15. **Name & designation of the person who has been authorised to sign the tender documents on behalf of the bidder firm**

<b>Name &amp; designation:</b>	
Contact Telephone number:	
Mobile No:	
E-mail:	

16. Copies of Completion of Work as per Bid Evaluation Criteria Section IX are to be enclosed.

17. It is confirmed that all the requirements as per the tender documents have been complied with.

18. We confirm that we have not taken any deviation from the terms & conditions, of the tender documents. A copy of complete tender document duly signed and stamped on all pages as a token of acceptance of all terms & conditions is attached.

**I/We declare that the information given above is true and any misstatement, misrepresentation, or suppression of facts in connection with the above undertaking may entail rejection of the bid and cancellation of contract, if awarded.**

(Authorised Signature of the bidder firm with date)

(Seal)

NATIONAL ELECTRONIC FUND TRANSFER (NEFT) Mandate Form

(Investor / customer's option to receive payments through Credit Clearing Mechanism)  
Name of the Scheme and the periodicity of payment

1	Investor / Customer's Name		
2	Particulars of Bank account		
	A	Name of the Bank	
	B	Name of the branch	
		Address	
		Telephone No	
		Whether Bank branch is NEFT enabled	
	C	Code number of the bank and branch appearing on the MICR Cheque issued by the bank	
	D	Type of the account (SB, Current or Cash Credit)	
	E	Ledger and Ledger Folio number	
	F	Account number (as appearing on the Cheque book)	
	G	<b>RTGS / IFSC Code No.</b>	
	(In lieu of the bank certificate to be obtained as under, please attach a blank cancelled cheque or photocopy of a cheque or front page of your Savings bank passbook issued by your bank for verification of the above particulars)		
3	Date of effect		

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

(.....)

Signature of the Investor / Customer  
Date:

Certified that the particulars furnished above are correct as per our records.  
Bank's Stamp  
Date:

(.....)

Signature of the authorized official of the Bank

**Declaration for submission of Performance Security**

**To Whomsoever It May Concern**

This is to confirm that we M/s. \_\_\_\_\_  
\_\_\_\_\_ shall fulfil the Security Deposit formalities as per NIT on becoming L1.

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

For & on behalf of

(Seal & signature with date)

(Name and designation)

Duly authorized to sign tender for and on behalf of

**Bid-Security Declaration towards EMD**

**To Whomsoever It May Concern**

This is to accept and confirm that if we M/s. \_\_\_\_\_, withdraw or modify our bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit the performance security before the deadline defined in the request for bid document, then we will be suspended for the time specified in the Tender Document.

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

For & on behalf of

(Seal & signature with date)

(Name and designation)

Duly authorized to sign tender for and on behalf of

**Declaration for Confidentiality Statement and Not-Blacklisting**

**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 of Bidder with date

**Declaration**

*We confirm that that our firm has not been in the list of firms blacklisted by BRBNMPL / Government of India / Public Sector Undertakings in the past 5 years ending as on date.*

Yours faithfully,

( )

**Seal**

Name

Signature of Bidder with date

**Non-Disclosure undertaking to be submitted by the tenderer**

*We undertake to maintain absolute confidentiality of all information received / reviewed / seen by us during the course of Internal Audit of BRBNMPL.*

*We also further undertake not to use any of these information that may be developed during the course of the audit for any purpose other than for the benefit of Bharatiya Reserve Bank Note Mudran Private Limited (BRBNMPL).*

*Confidential information shall mean BRBNMPL's proprietary and confidential information relating to the printing of currency notes, including without limitation, information, data, processes, statistics, drawings, graphs, records, physical samples, summaries, extracts etc of any nature whatsoever in written, electronic, machine readable or any other form and any information related to the functioning of BRBNMPL.*

*Sign and seal of the bidder with date*

**Declaration & Undertaking by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with TReDS/GeM**

(To be filled in the Company letter head)

Date: .....

Sl No	Particulars	Details
1	Is your organization Proprietary / Partnership / Private Limited Company / Public Limited Company / Others	.....
2	Does your organization belong to Micro / Small scale Industry / Start-up / Class-I local supplier / others (Please tick mark appropriate box. Bidders may tick more than one, if eligible)	<input type="checkbox"/> Micro <input type="checkbox"/> Small Scale <input type="checkbox"/> Start-up Company <input type="checkbox"/> Class-I local supplier <input type="checkbox"/> Others
3	In case you belong to Micro / Small Scale Enterprises, whether you are a Manufacturer for the tendered items (supply) / Service Provider for the tendered services (Please tick mark the appropriate box)	<input type="checkbox"/> Manufacturer for supply items <input type="checkbox"/> Service Provider for services <input type="checkbox"/> Trader/dealer/reseller/distributor/ authorized agent <input type="checkbox"/> Non MSE Bidder
4	In case you belong to Micro / Small Scale Enterprises, whether you are registered under SC / ST Category. <i>If yes, valid documentary evidence to be submitted</i> (Please tick mark the appropriate box)	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, whether <input type="checkbox"/> SC <input type="checkbox"/> ST
5	In case you belong to Micro / Small Scale Enterprises, whether your firm/ organization is owned by Women entrepreneurs? <i>If yes, valid documentary evidence to be submitted</i> (Please tick mark the appropriate box)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Are you registered under TReDS (Trade Receivable electronic Discounting System approved by RBI) Applicable for Micro, Small and Medium Enterprises (Please tick mark the appropriate box)	<input type="checkbox"/> No <input type="checkbox"/> Yes If yes, whether <input type="checkbox"/> RXIL <input type="checkbox"/> A-Treds <input type="checkbox"/> M1Xchange (Tick agency with whom you are registered along with Regn No.) Regn No. ....
	Has your firm/organization registered your items/services in Government e-Marketplace (GeM)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	In case you are both a valid MSE bidder and Class-I local supplier (Make in India	<input type="checkbox"/> MSE

Sl No	Particulars	Details
	Policy), please give your preference. (Please tick any one)	<input type="checkbox"/> Class-I local supplier
	In case you are claiming benefits under Make in India Policy, whether you are meeting the minimum local content as mentioned in the tender document/ concerned Ministry guidelines/Policy.	<input type="checkbox"/> Yes, Local Content _____ % <input type="checkbox"/> Not applicable for this tender
<p><b>Declaration:</b> I/We hereby declare that the above data submitted are true and back-up documents are attached as proof of the same. In case any submitted data are found to be incorrect/false, my/our bid is liable to be rejected and I/we am/are liable for suitable actions as per relevant BRBNMPL Policy.</p> <p>I/We also understand that in case I/we am/are not claiming benefits under Make in India Policy, or under MSEs Order as per tender requirements, then purchase preference shall apply to other bidders who have quoted accordingly as per policy.</p>		

#### **A. Categorisation of MSE/SC-ST & Women Vendors**

1. In case of Micro/Small scale Enterprises, kindly attach Registration Certificate issued by DIC/KVIC/KVIB/Coir Board/NSIC/Directorate of Handicrafts and Handlooms, or any other body specified by MSME for authentication such as Udyog Aadhaar Memorandum/Acknowledgment.
2. SC/ST and Women entrepreneurs registered under MSEs need to submit valid documentary evidence.

#### **B. Categorisation of Start-up Companies**

Bidder who intends to participate as 'Start-up' company should enclose the Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Govt. of India and his eligibility shall be valid as on bid closing date.

#### **C. Declaration in case of MSE Bidders / Start-up Companies**

In terms of Tender Conditions applicable for Micro & Small Enterprises (MSEs) / Start-ups, we hereby declare as under: -

- a. We are a Micro / Small Enterprise, as on bid closing date of this tender.
- b. We are a Manufacturer of the quoted supply item(s)/service provider for quoted services and valid documentary evidence for same is submitted.
- c. MSE certificate submitted by us is authentic & valid as on bid closing date of this tender.
- d. We are a 'Start-up' company and we are enclosing copy of certificate of recognition issued by Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Govt. of India.
- e. We are a Micro / Small Enterprise which is owned by SC-ST/women entrepreneurs and we are submitting valid documentary evidence for the same.



#### **D. Declaration in case of entities seeking purchase preference under Make in India Policy**

We have read carefully the terms and conditions for availing the benefits of purchase preference under Make in India Policy and we are meeting all the requirements of Local Content and duly certified documents for proving the stipulated local content along with details of the location(s) where local value addition is made as mentioned in this document are enclosed.

We declare the above details are true. In case any of the details are found to be false/untrue, our offer will be liable for rejection /cancellation of order/subjected to appropriate actions as per tender Terms & Conditions.

.....  
Authorized Signatory  
(With Company Seal & Signature)

**Annexure – G**  
**Sample Structure of ICFR Document for reference and understanding only**

Components of Internal Controls over Financial Reporting are summarized in following Tables.

Particulars	Table annexed
<b>OPERATIONAL</b>	
➤ Mega Control & Policy	
➤ Procurement <ul style="list-style-type: none"> <li>➤ Purchase Indent (PI),</li> <li>➤ Vendor Management,</li> <li>➤ Purchase Order(PO),</li> <li>➤ Goods receipt and quality check,</li> <li>➤ Payment and payable</li> </ul>	
➤ Inventory <ul style="list-style-type: none"> <li>➤ Consumption,</li> <li>➤ Valuation,</li> <li>➤ Ageing,</li> <li>➤ Physical Verification,</li> <li>➤ Critical spares of plant and inventory level thereof,</li> <li>➤ Material with third party</li> </ul>	
➤ Production <ul style="list-style-type: none"> <li>➤ Monitoring,</li> <li>➤ Cycle time,</li> <li>➤ Bill of Material (BOM),</li> <li>➤ Overall Equipment Effectiveness (OEE)</li> </ul>	
<b>FINANCE AND ACCOUNTS</b>	
➤ Sales <ul style="list-style-type: none"> <li>➤ Accounting</li> <li>➤ Receivables Management</li> </ul>	
➤ Payments <ul style="list-style-type: none"> <li>➤ Approvals</li> <li>➤ Reconciliation</li> </ul>	

**Mega Control and policy**

**Table B1.1.1**

Function with Mega control and objective thereof	Control Policy
<b>Procurement</b>	
<b>Inventory</b>	
<b>Production</b>	<b>Production Policy of BRBNMPL –</b>

## Processes under procurement

### *Purchase Indent (PI)*

**Table B1.1.2.1**

Control objective	Risk Description	Control Description for Adoption

### *Vendor Management*

**Table B1.1.2.2**

Control objective	Risk Description	Control Description for Adoption

### *Purchase Order (PO)*

**Table B1.1.2.3**

Control objective	Risk Description	Control Description for Adoption

### *Goods Receipt and quality check*

**Table B1.1.2.4**

Control objective	Risk Description	Control Description for Adoption

### *Payment and Payables*

**Table B1.1.2.5**

Control objective	Risk Description	Control Description for Adoption

## Processes under Inventory

### *Consumption*

**Table B1.1.3.1**

Control objective	Risk Description	Control Description for Adoption

**Valuation****Table B1.1.3.2**

Control objective	Risk Description	Control Description for Adoption

**Ageing****Table B1.1.3.3**

Control objective	Risk Description	Control Description for Adoption

**Physical verification****Table B1.1.3.4**

Control objective	Risk Description	Control Description for Adoption

**Critical spares of plant and inventory levels thereof****Table B1.1.3.5**

Control objective	Risk Description	Control Description for Adoption

**Material with third party:****Table B1.1.3.6**

Control objective	Risk Description	Control Description for Adoption

**Processes under Production****Monitoring****Table B1.1.4.1**

Control objective	Risk Description	Control Description for Adoption

**Cycle Time****Table B1.1.4.2**

Control objective	Risk Description	Control Description for Adoption

**Bill of Materials (BOM)****Table B1.1.4.3**

Control objective	Risk Description	Control Description for Adoption

**Overall Equipment Effectiveness (OEE)****Table B1.1.4.4**

Control objective	Risk Description	Control Description for Adoption

**Sales - Accounting****Table B1.1.5.1**

Control objective	Risk Description	Control Description for Adoption

**Sales –Receivables Management****Table B1.1.5.2**

Control objective	Risk Description	Control Description for Adoption

**Payments - Approval****Table B1.1.6.1**

Control objective	Risk Description	Control Description for Adoption

**Payments - reconciliation****Table B1.1.6.2**

Control objective	Risk Description	Control Description for Adoption

**Table B1.2****FINANCE & ACCOUNTS**

Activity	Control objective	Risk Description	Control Description for Adoption

**BRBNMPL –[unit]**

**INTERNAL AUDIT CONDUCTED BY -**

**EXECUTIVE SUMMARY - QUARTER ENDED**

**SCOPE AND COVERAGE OF AUDIT DURING THE QUARTER**

Sl. No	Description	Scope - to check and report significant deviations.	Periodicity	Observations By Auditors		Management Response

**II. AUDIT COMMITTEE/BOARD DIRECTIONS AND COMPLIANCE:**

<b><u>AUDIT COMMITTEE DIRECTIONS:</u></b>  <b><u>Audit Compliance:</u></b>  <b><u>EARLIER DIRECTIONS OF AUDIT COMMITTEE:</u></b>	<b><u>AUDIT COMPLIANCE:</u></b>	
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**III. AUDIT OBSERVATIONS:**

Sl.no	Audit Observation	Management Reply

***[Imp: The Auditors have to cover all the areas of scope and requirement in the Audit and Reports]***

Date:  
UDIN:

PARTNER  
MNO  
FRN

BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED  
[Unit]

**Internal Audit Report for the Quarter Ended -**

**Date of Commencement of field audit:**

**Date of conclusion of the field audit:**

**Audit Team:**

Sl No	Name	Designation

**BRBNMPL – [unit]**  
**INTERNAL AUDIT REPORT FOR THE QUARTER ENDED**

INDEX	Page Ref
1. Audit Objectives	
2. Review of Internal Controls	
3. Scope of Audit	
4. Audit Observations for BRBNMPL – MYSURU PRESS	

**BRBNMPL – [unit]**  
**INTERNAL AUDIT REPORT FOR THE QUARTER ENDED**

**1. AUDIT OBJECTIVES**

**The internal audit is conducted to achieve the following broad objectives:**

**2. REVIEW OF INTERNAL CONTROL SYSTEMS:**

**3. SCOPE OF AUDIT:**

**4. AUDIT REPORT –**

	DESCRIPTION (REFERENCE TO SCOPE)	OBSERVATION	SAMPLE SIZE AND DETAILS	RISK CLASSIFICATION A/B/C	MGT REPLY/COMPLIANCE
<b>A.</b>					



<b>B.</b>					
<b>C.</b>					

***[Imp: The Auditors have to cover all the areas of scope and requirement in the Audit and Reports]***

Date:  
UDIN:

Partner  
MNO  
FRN