

2 PART TENDER DOCUMENT **(TECHNICAL BID + PRICE BID)**

For Supply, Installation, Commissioning, Training and
Performance Testing of
07 Numbers of Double Head Sheet Counting machines
(04 Numbers for Salboni and 03 Numbers for Mysore)
and
10 Numbers of Single Head Note Counting machines
(for Salboni)

Tender No :19/CO/GT/2018-19 dated 21st March 2019



Issued By:

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

Tel No: +91 - 80 - 66602000
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Website: www.brbnmpl.co.in

This tender document consists of **128** pages including this page



STANDARD BIDDING DOCUMENTS (SBD)

Standard Bidding Document (SBD)

(Procurement of Goods and Services)

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LTD.
No. 3&4, 1st Stage, 1st Phase, BTM Layout, Bannerghatta Road
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Not Transferable

Security Classification: Non-Security

TENDER DOCUMENT FOR PURCHASE OF 07 NUMBERS OF DOUBLE HEAD SHEET COUNTING MACHINES (04 NUMBERS FOR SALBONI AND 03 NUMBERS FOR MYSORE) AND 10 NUMBERS OF SINGLE HEAD NOTE COUNTING MACHINES (FOR SALBONI)

Tender No: 19/CO/GT/2018-19 dated 21st March 2019

This tender document contains 128 pages

The tender document is sold to:

M/s. _____

Address _____

Details of Contact person in BRBNMPL regarding this tender: -

Name: S M Pawale,

Designation: Dy. General Manager

**Address: No. 3 & 4, 1st Stage, 1st Phase, BTM Layout, Bannerghatta Road
Bengaluru - 560029**

Phone : + 91 - 80 - 66602000

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Section I: Notice Inviting Tender (NIT)

Bharatiya Reserve Bank Note Mudran Private Limited, (BRBNMPL)

Address: No. 3 & 4, 1st Stage, 1st Phase

BTM Layout, Bannerghatta Road, Bengaluru – 560029

Phone : + 91 80 - 66602000

Fax : + 91 80 - 66602039

Website: www.brbnmpl.co.in

19/CO/GT/2018-19

21st March 2019

1. A Global two part sealed tenders are hereby invited from eligible and qualified tenderers (meeting Eligibility Criteria (Section IX) for **Supply, Installation, Commissioning, Training and Performance Testing of 07 Numbers of Double Head Sheet Counting Machines (04 Numbers for Salboni and 03 Numbers for Mysore) and 10 Numbers of Single Head Note Counting Machines (for Salboni).**

Schedule No.	Brief Description of Goods / Services	Quantity (with unit)	Earnest Money (in Rs.)	Remarks
1.	Supply, Installation, Commissioning, Training and Performance Testing of Double Head Sheet Counting Machine (Disc type)	07 Numbers	Rs. 8 Lakhs	04 Numbers for BRBNMPL, Salboni Press and 03 Numbers for BRBNMPL, Mysore Press
2.	Supply, Installation, Commissioning, Training and Performance Testing of Single Head Note Counting Machine (Disc type)	10 Numbers	Rs. 8 Lakhs	For BRBNMPL, Salboni Press

Note:

- Bidders may quote for **one or both the schedules**. But bidders intending to quote for Schedule 1 or Schedule 2 should quote for the total quantity requirements at the respective schedule under Buy-back of existing counting machines **“as is where is basis”**. Quantities mentioned above are only to indicate the tentative volume of requirement.
- If a bidder intends to quote for both schedules, then they have to submit EMD for an amount of Rs.16 Lakhs.

Type of Tender (Two Bid / PQB / EOI / RC / Development / Indigenization / Disposal of Scrap / Security item etc.	Two part Bid (Technical + Price)
Date of Sale of tender documents	From 21 st March 2019 to 06 th May 2019 during office hours, i.e 09.45 Hrs to 18.00 Hrs

Price of the Tender Document	Rs.2500/- (Postal / Courier charges extra, if applicable, as per point 4 to NIT)
Closing date and time for receipt of tenders	11.00 Hrs on 07 th May 2019
Place of receipt of tenders	BRBNMPL, Corporate Office, Bengaluru
Time and date of opening of Technical tender (Part I)	11.30 Hrs on 07 th May 2019
Place of opening of tenders	BRBNMPL, Corporate Office, Bengaluru
Nominated Person / Designation to Receive Bulky Tender (Clause 21.1 of GIT)	S M Pawale, Dy. General Manager, BRBNMPL, Bengaluru

2. Interested tenderers may obtain further information about this requirement from the above office selling the documents.
3. Tender documents may be purchased on payment of non-refundable fee of Rs.2500/- (Rupees Two thousand five hundred only) per set in the form of account payee demand draft/ cashier's cheque / certified cheque, drawn on a scheduled commercial bank in India, in favor of Bharatiya Reserve Bank Note Mudran Private Limited, payable at Bengaluru.
4. If requested, the tender documents will be mailed by registered post/ speed post to the domestic tenderers and by international air-mail to the foreign tenderers, for which extra expenditure (non-refundable) per set will be Rs.1000/- for domestic post and Rs.5000/- for international courier (DHL Courier service). The tenderer is to add the applicable postage cost in the non-refundable fee mentioned in Para 3 above. Tender document can be downloaded from our website www.brbnmpl.co.in for further details. However, Bidder is required to submit the application fee along with the filled in application.
5. 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. Tenderer along with the tender documents shall submit a copy of tender, signed on all pages, as a token of acceptance of all the terms and conditions of the tender.
6. In the event of any of the above mentioned dates being declared as a holiday/ closed day for the purchase organisation, the tenders will be sold / received / opened on the next working day at the appointed time.
7. The tender documents are not transferable.
8. Tenders can be rejected on national security ground.
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/ documents not submitted in accordance with the directions issued shall be liable for rejection.

10. Earnest Money Deposit has to be valid for the validity period of the tender plus additional 45 days as calculated under:

Last date of receipt of tender	07 th May 2019
Tender Validity Period	120 days from the date of opening of Tender
Validity of EMD	165 days (120 days plus 45 days) from the date of opening of Tender (exclusive of claim period).

11. Tenderers may note Clause 26 to the General Instruction to Tenderer (GIT), which lists some of the aspects, for which a tender may be declared as unresponsive and ignored, during the initial scrutiny. Those aspects are as reproduced below

- i) The tender is unsigned.
- ii) The Tenderer is not eligible as per qualification criteria
- iii) The tender validity is shorter than the required period.
- iv) Required EMD (validity, amount etc.) has not been provided.
- v) Tenderer has not agreed to give the required performance security.
- vi) The goods quoted are sub-standard, not meeting the required specification etc.
- vii) The Tenderer has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
- viii) 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 purchaser's operators for operating the equipment. The Tenderer has however, quoted only for supply of the equipment).
- ix) The Tenderer has not agreed to some essential condition(s) incorporated in the tender enquiry.

(Example: Some such important essential conditions are terms of payment, liquidated damage clause, warranty clause, dispute resolution mechanism, applicable law and any other important condition having significant bearing on the cost / utility / performance of the required goods, etc.)

Guidelines for filling two-part tender

1. **The below Part I (Technical Bid) and Part II (Price bid) should be submitted for each schedule separately in sealed envelopes.**
2. **Part-I:** First sealed cover should contain the required EMD amount, Technical Offer along with the catalogue and brochure of the item along with the following annexures of this tender i.e **Section I to Section X and Section XII to Section XX and Annexure-I (Check list)**. All the above mentioned documents should be numbered, signed and stamped and to be submitted as Technical Bid as acceptance of the terms and conditions and required formats to be maintained. Offers with Counter Conditions is liable for Rejection. This first sealed cover should be clearly superscribed with **“Part I - Technical Bid** - For _____ as per Section VI: List of

requirements”. Price indication in the Technical Bid will be summarily rejected.

3. **Part-II:** Second sealed cover should contain only **Section XI (Price Schedule)** (duly numbered, sealed and signed). Format provided in the tender document for price schedule should be followed and any other format will be liable for rejection. This second sealed cover should be clearly superscribed with **“Part II - Price Bid** - For _____ as per Section VI: List of requirements”.

The above mentioned sealed covers (Part I & II) should be put in another big cover, sealed and superscribed as “Offer for _____ as per Section VI: List of requirements” with due date of opening as 07th May 2019 and should be addressed to “The Managing Director, BRBNMPL, Bengaluru”.

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

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



S M Pawale,
Deputy General Manager,
No. 3 & 4, 1st Stage, 1st Phase,
BTM Layout, Bannerghatta Road,
Bengaluru 560029
Ph: +91 80 66602000

IMPORTANT POINTS AT A GLANCE

1. Buy Back offer of Existing Counting Machines at Mysore and Salboni Presses:

Schedule -1

04 numbers of Komori make Double Head Sheet Counting machines at Salboni Press and 01 number of Vicount make Double Head Sheet Counting machines at Mysore Press are offered on Buy back scheme **as is where is basis**.

Schedule -2

10 numbers of Vacuumatic make Single Head Note Counting machines at Salboni Press are offered on Buy back scheme **as is where is basis**.

Note:

- Buy-back offer is compulsory.
- Interested bidders may visit respective BRBNMPL Presses to see the existing counting machines before submitting their offer for Buy back.
- The entire dismantling, disassembly and transporting of the old Counting machines under buy back shall be sole responsibility of the successful bidder(s).

2. L1 determination:

- Bidders (both Foreign bidders and Indian bidders) should understand and fill up Price details in the prescribed format / schedule wise as given under Section XI-Price schedule.
- The bids will be evaluated and compared schedule wise separately including Buy-back value offered.

3.GST (Goods and Service Taxes):

- The Present rate of GST towards **Service** (such as Installation, commissioning, On-site Training, Performance Testing charges etc) is **@18%**. The same should be considered and quoted in the Price bid by foreign bidders as well as by Indian Bidders.
- Rate of GST in % and corresponding price value towards machine/ materials supply shall be clearly mentioned by Indian bidders in their price bid.
- Applicable GST on the Buy-back offer shall be borne by the successful bidder(s).
- The Sales Tax, VAT and Excise Duty may be read as GST wherever applicable in this Tender.

4.Optional Quantity:

BRBNMPL reserves 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. (refer clause of GCC, Section IV).

5. Repeat order:

BRBNMPL reserves the right to place Repeat order to a maximum of 50% of the last order quantity within 6 months from the date of last supply against previous order and only once. The Successful bidder should hold the same prices, terms and conditions including delivery schedule as per requirement. In such case the item ordered should have been delivered successfully, in the original contract. However, Optional quantity and repeat order altogether will not exceed 50% of the ordered quantity.

Section II: General Instructions to Tenderer (GIT)

Part I: General Instructions Applicable to all Types of Tenders

A PREAMBLE

1. Introduction

- 1.1 Definitions and abbreviations, which have been used in these documents, shall have the meanings as indicated in GCC.
- 1.2 For sake of convenience, whole of this Standard Bidding Document (including all sections) is written in reference to Procurement of Goods Tenders. However this SBD would be utilized for all types of Tenders e.g. EOI, PQB, Rate Contract, Tenders involving Samples, Sale / Disposal of Scrap Material and Development / indigenization etc, Procurement of Services etc. Therefore the construction of all clauses are to be interpreted in the context of particular type of tender beyond the letter of the clause, read with the additional clauses for the specific type of tenders in Part II GIT/ GCC.
- 1.3 These tender documents have been issued for the requirements mentioned in Section - VI - "List of Requirements", which also indicates, inter-alia, the required delivery schedule and terms & place (i.e. destination) of delivery.
- 1.4 This section (Section II - "General Instruction to Tenderers" - GIT) provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract. With this limited objective, GIT is not intended to be complete by itself and the rest of this document - SIT, GCC and SCC in particular may also be thoroughly studied before filling up the Tender Document. There would be certain topics covered in GIT/SIT as well as in GCC/ SCC from different perspectives. In case of any conflict between these, provisions of GCC/ SCC would prevail.
- 1.5 The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.

2. Language of Tender

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

3. Eligible Tenderers

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

4. Eligible Goods and Services

All goods and related services to be supplied under the contract shall have their origin in India or other countries, subject to any restriction imposed in this regard in Section

III (SIT). The term "origin" used in this clause means the place where the goods are mined, grown, produced or manufactured or from where the related services are arranged and supplied.

5. Tendering Expense

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

B TENDER DOCUMENTS

6. Content of Tender Documents

6.1 The tender documents includes:

1. Section I - Notice Inviting Tender (NIT)
2. Section II - General Instructions to Tenderers (GIT)
3. Section III - Special Instructions to Tenderers (SIT)
4. Section IV -General Conditions of Contract (GCC)
5. Section V - Special Conditions of Contract (SCC)
6. Section VI - List of Requirements
7. Section VII - Technical Specifications
8. Section VIII - Quality Control Requirements
9. Section IX - Qualification/ Eligibility Criteria
10. Section X - Tender Form
11. Section XI - Price Schedule
12. Section XII - Questionnaire
13. Section XIII - Bank Guarantee Form for EMD
14. Section XIV - Manufacturer's Authorization Form
15. Section XV - Bank Guarantee Form for Performance Security
16. Section XVI - Contract Form
17. Section XVII: Letter of Authority for attending a Bid Opening
18. Section XVIII: Shipping Arrangements for Liner Cargoes
19. Section XIX: Proforma of Bills for Payments
20. Section XX: 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 notified in writing by registered/ speed post or by fax / telex / e-mail, followed by copy of the same by suitable recorded post to all prospective tenderers, which have received the tender documents and will be binding on them.
- 7.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, BRBNMPL may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

8. Pre-Bid conference

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

9. Clarification of Tender Documents

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

C PREPARATION OF TENDERS

10. Documents Comprising the Tender

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

- a) Tender Form and Price Schedule along with list of deviations (ref Clause 19.4) 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 18.1 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 fulfill any of the above requirements and / or gives evasive information / reply against any such requirement, shall be liable to be ignored and rejected.

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

11. Tender currencies

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

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

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

12. Tender Prices

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

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

12.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI.

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

12.5 For goods offered from within India, the prices in the corresponding price schedule shall be entered separately in the following manner:

- a) The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable, including all taxes and duties like sales tax, VAT, custom duty, excise duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc or on the previously imported goods of foreign origin quoted ex-showroom etc.
- b) Any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded.
- c) Charges towards inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination as specified

in the List of Requirements and

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

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

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

12.7 Additional information and instruction on Duties and Taxes:

If the Tenderer desires to ask for excise duty, sales tax, custom duty etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

12.8 Excise Duty:

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

12.9 Sales Tax/ VAT/ CST/ GST:

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

12.10 Wherever Goods and Services Tax is applicable, the following may be noted:

- i) The tenderer should quote the exact percentage of GST that they will be charging extra.
- ii) While quoting the rates, tenderer should pass on (by way of reduction in prices) the set off/input tax credit that would become available to them by switching over to the system of GST from the existing system of sales tax, duly stating the quantum of such credit per unit of the item quoted for.
- iii) The tenderer while quoting for tenders should give the following declaration:
"We agree to pass on such additional set off/input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final product on the date of supply under the GST scheme by way of reduction in price and advise the purchaser accordingly."
- iv) The supplier while claiming the payment shall furnish the following certificate to the paying authorities: We hereby declare that additional set offs / input tax credit to the tune of Rs..... has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted.

12.11 Octroi and Local Taxes:

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

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

12.12 Duties/ Taxes on Raw Materials

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

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

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

12.14 Customs Duty:

In respect of imported stores offered from abroad, the tenderer shall specify the rate as

well as the total amount of customs duty payable. The tenderer shall also indicate the corresponding Indian Customs Tariff Number applicable for the goods in question.

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

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

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

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

13. Indian Agent (Please refer SIT)

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

- a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
- b) The details of the services to be rendered by the agent for the subject requirement

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

- a) The principal manufacturer directly or one Indian agent on his behalf
- b) The foreign principal or any of its branch/ division
- c) Indian/ Foreign Agent on behalf of only one Principal.

14. Firm Price / Variable Price

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

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

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

- 14.4 Subject to provisions of Clause 11 above, where prices are quoted in foreign currencies, involving imports - Foreign Exchange Rate Variation (ERV) would be borne by the Purchaser within the original Delivery Period. The offer of the Tenderer should indicate import content and the currency used for calculating import content.
- 14.5 Base Exchange rate of each major currency used for calculating FE content of the contract should be indicated. The base date of ERV would be contract date and variation on the base date can be given up to the midpoint manufacture, unless firm has already indicated the time schedule within which material will be imported by the firm.
- 14.6 In case delivery period is refixed/ extended, ERV will not be admissible, if this is due to default of the supplier.
- 14.7 Documents for claiming ERV:
- i. A bill of ERV claim enclosing working sheet
 - ii. Banker's Certificate/debit advice detailing F.E. paid and exchange rate
 - iii. Copies of import order placed on supplier
 - iv. Invoice of supplier for the relevant import order

15. Alternative Tenders

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

16. Documents Establishing Tenderer's Eligibility and Qualifications

- 16.1 Pursuant to GIT clause 10, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 16.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfill the following requirements:
- a) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorized by the goods manufacturer to quote for and supply the goods to BRBNMPL. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.
 - b) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
 - c) In case the tenderer is not doing business in India, it is/ will be duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/ or technical specifications.
 - d) In case the tenderer is an Indian agent quoting on behalf of a foreign manufacturer, the Indian agent is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance, Govt. of India, operated through Directorate General of Supplies & Disposals (DGS&D), New Delhi.

17. Documents establishing Good's Conformity to Tender document

- 17.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by BRBNMPL in the tender documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by BRBNMPL in the tender documents to establish technical responsiveness of the goods and services offered in its tender.
- 17.2 In case there is any variation and/ or deviation between the goods & services prescribed by BRBNMPL and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity along with justification, and provide the same along with its tender.
- 17.3 If a tenderer furnishes wrong and/ or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to BRBNMPL in this regard.

18. Earnest Money Deposit (EMD)

- 18.1 Pursuant to GIT clause 10.1(d) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect BRBNMPL against the risk of the Tenderers unwarranted conduct as amplified under sub-clause 23.2 below.
- 18.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with DGS&D or with National Small Industries Corporation, New Delhi are exempted from payment of earnest money. In case the tenderer falls in these categories, it should furnish certified copy of its valid registration details (with DGS&D or NSIC as the case may be).
- 18.3 The earnest money shall be denominated in Indian Rupees.
- 18.4 The earnest money shall be furnished in one of the following forms:
 - a) Account Payee Demand Draft or
 - b) Fixed Deposit Receipt or
 - c) Banker's cheque or
 - d) Bank Guarantee, only in the case of Global Tender

The demand draft, fixed deposit receipt or banker's cheque shall be drawn on any scheduled commercial bank in India, in favour of Account specified in the Clause 3 of NIT. In case of bank guarantee, the same is to be provided from/confirmed by any scheduled commercial bank in India as per the format specified under Section XIII in these documents.
- 18.5 The earnest money shall be valid for a period of forty five days beyond the validity period of the tender.
- 18.6 Unsuccessful tenderers' earnest monies will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful Tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 18.7 Earnest money of a tenderer will be forfeited, if the tenderer withdraws or

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

19. Tender Validity

- 19.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 90 days (Ninety days) in case of single bid tender system and 120 days in case of two-bid system after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 19.2 In exceptional cases, the tenderers may be requested by BRBNMPL to extend the validity of their tenders upto a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax /email /telex /cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly.
- 19.3 In case the day upto which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for BRBNMPL, the tender validity shall automatically be extended upto the next working day.
- 19.4 Compliance with the Clauses of this Tender Document: Tenderer must comply with all the clauses of this Tender Document. In case there are any deviations, these should be listed in a chart form without any ambiguity along with justification.

20. Signing and Sealing of Tender

- 20.1 An authenticated copy of the document which authorizes the signatory to commit on behalf of the firm shall accompany the offer. The individual signing the tender or any other documents connected therewith should clearly indicate his full name and designation and also specify whether he is signing,
 - (a) As Sole Proprietor of the concern or as attorney of the Sole Proprietor;
 - (b) As Partner (s) of the firm;
 - (c) as Director, Manager or Secretary in case the of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.
- 20.2 The authorized signatory of the tenderer must sign the tender at appropriate places and initial the remaining pages of the tender.
- 20.3 The tenderers shall submit their tenders as per the instructions contained in GIT Clause
- 20.4 Unless otherwise mentioned in the SIT, a tenderer shall submit two copies of its tender marking them as "Original" and "Duplicate".

- 20.5 The original and other copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- 20.6 All the copies of the tender shall be duly signed at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initialed by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialed by the person(s) signing the tender.
- 20.7 The tenderer is to seal the original and each copy of the tender in separate envelopes, duly marking the same as "Original", "Duplicate" and so on and writing the address of BRBNMPL and the tender reference number on the envelopes. The sentence 'NOT TO BE OPENED' before (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, BRBNMPL will not assume any responsibility for its misplacement, premature opening, late opening etc.
- 20.8 For purchasing capital equipment, high value plant, machinery etc. of complex and technical nature, tender document will seek quotation in two parts (Two Bid System)- first part containing the relevant technical details of the equipment / machinery etc., and in the second part, price quotation along with other allied issues. First part will be known as 'Technical Bid', and the second part 'Financial bid'. Tenderer shall seal separately 'Technical Bid' and 'Financial bid' and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and evaluation would be done as described in clause 25, 24.4 below. Further details would be given in SIT, if considered necessary.
- 20.9 If permitted in the SIT, the tenderer may submit its tender through e-tendering procedure.

D SUBMISSION OF TENDERS

21. Submission of Tenders

- 21.1 Unless otherwise specified, the tenderers are to deposit the tenders in the tender box kept for this purpose at a place as indicated in para 1 of NIT. In case of bulky tender, which cannot be put into tender box, the same shall be submitted by the tenderer by hand to the designated officers of BRBNMPL, as indicated in clause 1 of NIT. The officer receiving the tender will give the tenderer an official receipt duly signed with date and time.
- 21.2 The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. In the event of the specified date for submission of tender falls on / is

subsequently declared a holiday or closed day for BRBNMPL, the tenders will be received upto the appointed time on the next working day.

22. Late Tender

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

23. Alteration and Withdrawal of Tender

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

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

E TENDER OPENING

24. Opening of Tenders

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

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

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

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

delivery.

F SCRUTINY AND EVALUATION OF TENDERS

25. Basic Principle

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

26. Preliminary Scrutiny of Tenders

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

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

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

27. Minor Infirmary / Irregularity / Non-Conformity

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

28. Discrepancy in Prices

- 28.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless BRBNMPL feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 28.2 If there is an error in a total price, which has been worked out through addition and / or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- 28.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 28.1 and 28.2 above.
- 28.4 If, as per the judgment of BRBNMPL, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of BRBNMPL, the tender is liable to be ignored.

29. Discrepancy between original and copies of Tender

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

30. Clarification of Bids

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

31. Qualification / Eligibility Criteria

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

32. Conversion of tender currencies to Indian Rupees

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

33. Schedule-wise Evaluation

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

34. Comparison on CIF Destination Basis

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

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

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

a) In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and

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

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

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

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

36. Tenderer's capability to perform the contract

- 36.1 BRBNMPL, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.
- 36.2 The above mentioned determination will, inter-alia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of BRBNMPL as incorporated in the tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by BRBNMPL.

37. Cartel Formation / Pool Rates

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

38. Negotiations

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

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

39. Contacting BRBNMPL

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

39.2. It will be treated as a serious misdemeanor in case a tenderer attempts to influence BRBNMPL's decision on scrutiny, comparison, evaluation and award of the contracts. In such a case the 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

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

43. Parallel Contracts

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

44. Serious Misdemeanors

44.1. Following would be considered serious misdemeanors:

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

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

45. Notification of Award

45.1 Before expiry of the tender validity period, BRBNMPL will notify the successful tenderer(s) in writing, by registered / speed post or by

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

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

46. Issue of Contract

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

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

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

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

48. Return of EMD

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

49. Publication of Tender Result

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

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

50. Rate Contract Tenders

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

- i. Earnest Money Deposit (EMD) is not applicable.

- ii. In the Schedule of Requirement, no commitment of quantity is mentioned; only the anticipated requirement is mentioned without any commitment.
- iii. BRBNMPL reserves the right to conclude more than one rate contract for the same item.
- iv. Unless otherwise specified in SIT, the currency of a Rate Contract would normally be for one year.
- v. During the currency of the Rate Contract, BRBNMPL may withdraw the rate contract by serving suitable notice. The prescribed notice period is generally thirty days.
- vi. During the currency of the Rate Contract, BRBNMPL would have the option to renegotiate the price with the rate contract holders.
- vii. During the currency of the Rate Contract, in case of emergency, BRBNMPL may purchase the same item through ad hoc contract with a new supplier.
- viii. Usually, the terms of delivery in rate contracts are FOR dispatching station.
- ix. Supply orders, incorporating definite quantity of goods to be supplied along with all other required conditions following the rate contract terms, will be issued by nominated Direct Demanding Officers (DDO) for obtaining supplies through the rate contract.
- x. BRBNMPL is entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will be affected beyond the validity period of the rate contract, all such supply will be guided by the terms & conditions of the rate contract.
- xi. The rate contract will be guided by "Fall Clause" as described below.

50.2 Fall Clause

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

50.3 Performance Security

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

50.4 Renewal of Rate Contracts

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

51. Prequalification Bidding

51.1 Prequalification Bidding is for short listing of qualified Bidders who fulfill the Prequalification criteria as laid down in SIT or in Section IX of SBD —

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

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

52. Tenders involving Samples

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

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

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

- 52.4** **Testing of Samples:** Tests, procedures and testing laboratories for testing

samples would be detailed in the Section VIII — "Quality Control Requirements" in the SBD.

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

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

53. Expression of Interest (EOI) Tenders:

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

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

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

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

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

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

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

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

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

minimum turnover etc. Under such circumstances, all suppliers who meet the minimum requirement, as specified, will be short listed_

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

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

54. Tenders for Disposal of Scrap

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

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

54.2.1 This sale of Scrap is strictly on "As Is; Where Is; Whatever Is" basis. Tenderer must satisfy himself on all matters with regard to quality, quantity; nature of stores etc., before tendering as no complaint or representation of any kind shall be entertained after the 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 Item or items or terminate the contract at any stage by giving one week's notice. No claim whatsoever shall lie against the BRBNMPL on account of such termination of the contract or variation in the quantity.

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

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

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

54.3 Submission of Offer:

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

54.3.2 The BRBNMPL reserves right to reject any offer without assigning any reason there for.

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

54.3.4 If the offer of the tenderer is not accepted by the BRBNMPL, the Earnest Money deposit made by the tenderer shall be refunded to him. No interest shall be payable on such refunds. The EMD deposited by the successful tenderer shall remain with the BRBNMPL till payment of the security deposit (SD) money, as stipulated in relevant Clause, has been made. It may be adjusted as part of the total SD money at the discretion of the BRBNMPL.

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

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

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

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

54.4 Notification of Acceptance and Award of Contract:

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

54.4.2 The purchaser has to pay balance payment within 20 days from the date of notification of acceptance, which is to be issued by BRBNMPL or his authorized representative, in form of Bank draft drawn on any nationalized or recognized bank in favor of same authority as mentioned above. In case of any, default to deposit balance payment, BRBNMPL reserves right to terminate the contract and forfeit the security deposit.

54.5 Disposal Tenders for Security and Sensitive Machinery and Items:

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

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

55. Development and Indigenization Tenders:

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

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

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

i. Price / rate for bulk supply of item in development / indigenization supplies and

ii. Separately, cost of development including cost of pre-production samples. Firms would be paid only for the number of samples specified in the Tender. If he has to manufacture more samples due to failure of earlier one, he would not be paid for it.

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

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

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

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

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

55.9 Quantity for Development Commitment

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

55.10 Period of Development Commitment

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

Section III: Special Instructions to Tenderers (SIT)

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

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

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

SI. No.	GIT Clause No.	Topic	SIT Provision
1.	2	Submission of tenders in Hindi or English	To be submitted in English only.
2.	3	Eligible Tenderers	Manufacturers/Manufacturers under license or their authorized dealers who are exclusively appointed by the principal manufacturer to represent them in the country shall be eligible to apply or to take part in the bid, One manufacturer can authorize only one dealer. Also, one dealer can represent only one Manufacturer.
3.	4	Eligible Goods and Services (Origin of Goods)	Any country is acceptable.
4.	6.1	Section XX : Pre Contract Integrity pact	<p>Applicable</p> <p>Integrity Pact(IP)</p> <p>a) IP is a tool to ensure that activities and transactions between the Company (BRBNMPL) and its Bidders / Contractors are handled in a fair, transparent and corruption free manner. An Independent External Monitor (IEM) has been appointed to oversee implementation of IP in the company. The IP as enclosed with the tender at Section XX is to be submitted (duly signed by authorized signatory who signs in the offer) along with Techno-Commercial bid. Only those bidders who have entered into such an IP with the company would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification. Details of IEM</p>

Sl. No.	GIT Clause No.	Topic	SIT Provision
			<p>for this tender is furnished below:</p> <p>Name – Shri V.V.R. Sastry, Ex-CMD / BEL Address - 957, 9th Main, 3 Stage, 3 Block, Basaveswaranagar, Bangalore-560079. Email - sastryvvr@gmail.com</p> <p>b) Please refer the concerned Section of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.</p> <p>Note: No routine correspondence shall be addressed to the IEM (phone / post / email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification / issues shall be addressed directly to the tender issuing (Procurement) department.</p>
5.	8	Pre bid Conference	Not applicable to this Tender.
6.	9	Time Limit for receiving request for clarification of Tender Documents	A Tenderer requiring any clarification or elucidation on any issue of the tender document may take up the same with BRBNMPL in writing or by fax, e-mail. BRBNMPL will respond in writing to such request provided the same is received by BRBNMPL not later than Ten days prior to the prescribed last date of submission of tender. If desired, the intending bidders may visit BRBNMPL on prior appointment and interact with the technical team to understand the actual requirements before submission of offer. Details of contact persons are mentioned in NIT.
7.	11.1 & 11.2	Tender Currency	Bidders may quote the prices in Indian Rupees (INR) or in any other Foreign Currency . In case if the bidder quotes in other foreign currency, such quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the B.C. selling exchange rates established by the State Bank of India

Sl. No.	GIT Clause No.	Topic	SIT Provision
			<p>for similar transactions, as on the date of tender opening for L1 determination. In case of any bank holiday, the previous day's closing price will be considered.</p> <p>Bidders quoting in Foreign Currency should mention the Currency in which they have quoted like Euro €, JPY ¥, GBP £, etc.</p>
8.	12.5	Tender Prices [12.5 a] [12.5 b)]	<p>a) The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable, including all taxes and duties like <u>GST</u>, custom duty, etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc or on the previously imported goods of foreign origin quoted ex-showroom etc.</p> <p>b) Any <u>GST</u> sales or other taxes and any duties, which will be payable on the goods in India if the contract is awarded.</p> <p><u>**The Sales Tax, VAT and Excise Duty may be read as GST wherever applicable in this Tender.</u></p>
9.	13	Indian Agents	Manufacturers/Manufacturers under license or their authorized dealers who are exclusively appointed by the principal manufacturer to represent them in the country shall be eligible to apply or to take part in the bid, One manufacturer can authorize only one dealer. Also, one dealer can represent only one Manufacturer.
10.	12.10	GST	<p>The Present rate of GST towards Service (such as Installation, commissioning, On-site Training, Performance Testing charges etc) is @18%. The same should be considered and quoted in the Price bid by foreign bidders as well as by Indian Bidders.</p> <p>Rate of GST in % and corresponding price value towards machine/ materials supply shall be clearly mentioned by Indian bidders in their price bid.</p> <p>Applicable GST on the Buy-back offer shall be borne by the successful bidder(s)</p>

Sl. No.	GIT Clause No.	Topic	SIT Provision
11.	12.11	Applicability of Octroi and Local taxes	No change.
12.	14	PVC Clause & Formula	No change.
13.	18	EMD	No Change. <u>Note:</u> Bidders claiming exemption of EMD should submit the NSIC registration certificate without fail along with their techno-commercial offer. However, successful bidder firms registered under NSIC should submit Security Deposit (Performance Security) as per Tender requirements.
14.	18.5	EMD Validity	120 days plus 45 days (Totaling to 165 days) from the date of opening of Tender (exclusive of claim period).
15.	19	Tender Validity	120 days. In exceptional cases, the validity of the tender may be extended for a further period of 30 days.
16.	19.2	Tender Validity	In case if any of the bidder is not agreeable for extension of tender validity as mentioned in the clause, then purchaser at its discretion may ask all the bidders to submit revised price bid.
17.	20.4	Number of Copies of Tenders to be submitted	Single Copy only
18.	20.8	Signing and sealing of tender	No Change
19.	20.9	E-Procurement	Not applicable
20.	33	Schedule-wise Evaluation	Applicable
21.	34	Comparison on CIF destination basis	The bids will be evaluated and compared schedule wise separately including Buy-back value offered. For further details, please refer to Section XI-Price Schedule.
22.	35.2	Additional Factors for Evaluation of Offers	Not applicable
23.	35.3	Price preference to SSI	Not applicable
24.	43	Parallel Contracts	Not applicable
25.	50.1, 50.3	Tender For rate Contracts	Not applicable

Sl. No.	GIT Clause No.	Topic	SIT Provision
26.	51.1, 51.2	PQB Tenders	Not applicable
27.	52.1, 52.3, 52.5	Tenders involving Purchaser's and Pre-Production Samples	Not applicable
28.	53.4, 53.5, 53.7	EOI Tenders	Not applicable
29.	54, 54.3.1, 54.5.2	Tenders for Disposal of Scrap	Not applicable
30.	55.2, 55.3, 55.7, 55.8	Development / Indigenization Tenders	Not applicable
31.	54.5	Non-Misuse Declaration	Applicable for Buy Back of Existing Machines

Section IV: General Conditions of Contract (GCC)

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

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

1.1 Definitions and Interpretation:

- (i) "Contract" means the letter or memorandum communicating to the Contractor the acceptance of this tender and includes "Intimation of Award" of his tender; "Contract" includes and Bid Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Schedule of Requirements, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the Contractor and a formal agreement, if executed;
- (ii) "Contractor" or "Supplier" means the individual or the firm supplying the goods and services. The term includes his employees, agents, successors, authorized dealers, stockists and distributors. Other homologous terms are: Vendor, Firm, Manufacturer, OEM etc.;
- (iii) "Drawing" means the drawing or drawings specified in or annexed to the Specifications;
- (iv) "Government" means the Central Government or a State Government as the case may be;
- (v) The "Inspecting Officer" means the person, or organisation specified in the contract for the purpose of inspection of stores of work under the contract and includes his / their authorised representative;
- (vi) "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser;
- (vii) The "Purchaser" means BRBNMPL/BNP Dewas — the organization purchasing goods and services as incorporated in the documents;
- (viii) "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof;
- (ix) "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer;
- (x) The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in the contract —
 - a. The consignee at his premises; or
 - b. Where so provided, the interim consignee at his premises; or
 - c. A carrier or other person named in the contract for the purpose of transmission to the consignee: or
 - d. The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.
- (xi) "Writing" or "Written" includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal, as the case may be.
- (xii) Words in the singular include the plural and vice-versa.

- (xiii) Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- (xiv) The heading of these conditions shall not affect the interpretation or construction thereof.
- (xv) Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.
- (xvi) PARTIES: The parties to the contract are the "Contractor" and the "Purchaser", as defined above;
- (xvii) "Tender" means quotation / bid received from a firm / supplier.
- (xviii) "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant etc. which the supplier is required to supply to BRBNMPL under the contract. Other homologous terms are: Stores, Materials etc.
- (xix) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (xx) "Earnest Money Deposit" (EMD) means monetary guarantee to be furnished by a Tenderer along with its tender.
- (xxi) "Performance Security" means monetary guarantee to be furnished by the successful Tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit or Performance Bank Guarantee.
- (xxii) "Consignee" means the person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.
- (xxiii) "Specification" or "Technical Specification" means the drawing / document/ standard that prescribes the requirement to which product or service has to conform.
- (xxiv) "Inspection" means activities such as measuring, examining, testing, analyzing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xxv) "Day" means calendar day.

1.2 Abbreviations:

"AAEC"	means "Appreciable Adverse Effect on Competition" as per Competition Act
BRBNMPL	Means Bharatiya Reserve Bank Note Mudran Private Limited (Buyer)
"BG"	means Bank Guarantee
"BL or B/L"	means Bill of Lading
"CD"	means Custom Duty
"CIF"	means Cost, Insurance and Freight Included
"CMD"	means Chairman and Managing Director
"CPSU"	means Central Public Sector Undertaking
"CST"	means Central Sales Tax
"DDO"	means Direct Demanding Officer in Rate Contracts
"DGS&D"	means Directorate General of Supplies and Disposals
"DP"	means Delivery Period
"ECS"	means Electronic clearing system
"ED"	means Excise Duty
EMD	means Earnest money deposit
"EOI"	means Expression of Interest (Tendering System)
"ERV"	means Exchange rate variations
"FAS"	means Free alongside shipment
"FOB"	means Freight on Board
"FOR"	means Free on Rail
"GCC"	means General Conditions of Contract
GIT	means General Instructions to Tenderers
GST	means Goods and Services Tax which will replace Sales Tax
"H1, H2 etc"	means First Highest, Second Highest Offers etc in Disposal Tenders
Incoterms	means International Commercial Terms, 2000 (of ICC)
"L1, L2 etc"	means First or second Lowest Offer etc.
"LC"	means Letter of Credit
"LD or L/D"	means Liquidated Damages
"LSI"	means Large Scale Industry
"NIT"	means Notice Inviting Tenders.
"NSIC"	means National small industries corporation
"PQB"	means Pre qualification bidding
"PSU"	means Public Sector Undertaking
"PVC"	means Price variation clause
"RC"	means Rate contract
"RR or R/R"	means Railway Receipt
"SBD" or "T D"	means Standard Bid Document / Tender Document
"SCC"	means Special Conditions of Contract
"SIT"	means Special Instructions to Tenderers
"BRBNMPL"	means Bharatiya Reserve Bank Note Mudran Private Limited
"SSI"	means Small Scale Industry
"ST"	means Sales Tax
"VAT"	means Value Added Tax

2. Application

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

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

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

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

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

3. Use of contract documents and information

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

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

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

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

4. Patent Rights

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

5. Country of Origin

- 5.1.** All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 5.2.** The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

6. Performance Bond / Security

- 6.1.** Within twenty-one days after the issue of notification of award by BRBNMPL, the supplier shall furnish performance security to BRBNMPL for an amount equal to ten per cent of the total value of the contract, valid up to sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.
- 6.2.** The Performance security shall be denominated in Indian Rupees or in the currency of the contract and shall be in one of the following forms:
- a. Account Payee Demand Draft or Fixed Deposit Receipt drawn on any commercial bank in India, in favour of the same official of BRBNMPL as indicated in the clause 3 of NIT in reference to EMD.
 - b. Bank Guarantee issued by a commercial bank in India, in the prescribed form as provided in section XV of this document.
- 6.3.** In the event of any loss due to supplier's failure to fulfill its obligations in terms of the contract, the amount of the performance security shall be payable to BRBNMPL to compensate BRBNMPL for the same.
- 6.4.** In the event of any amendment issued to the contract, the supplier shall, within twenty-one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 6.5.** Subject to GCC sub-clause 6.3 above, BRBNMPL will release the performance security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.

7. Technical Specifications and Standards

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

8. Packing and Marking

- 8.1.** The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit upto final destination as per the contract.

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

8.3. Packing instructions:

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

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

9. Inspection and Quality Control

- 9.1.** BRBNMPL and / or its nominated representative(s) will, without any extra cost to BRBNMPL, inspect and/ or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. BRBNMPL shall inform the supplier in advance, in writing, BRBNMPL's programme for such inspection and, also the identity of the officials to be deputed for this purpose. (Refer SCC)
- 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 within the delivery period of the contract unless otherwise specified in SCC.
- 9.4. In case the contract stipulates pre-despatch inspection of the ordered goods at suppliers' premises, the supplier shall put up the goods for such inspection to BRBNMPL's inspector well ahead of the contractual delivery period, so that BRBNMPL's inspector is able to complete the inspection within the contractual delivery period.
- 9.5. If the supplier tenders the goods to BRBNMPL's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to BRBNMPL under the terms & conditions of the contract.
- 9.6. BRBNMPL's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by BRBNMPL's inspector during pre-despatch inspection mentioned above.
- 9.7. Goods accepted by BRBNMPL and/ or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute BRBNMPL 's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause.

10. Terms of Delivery

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

11. Transportation of Goods

- 11.1. The supplier shall not arrange part-shipments and/ or transshipment without the express / prior written consent of BRBNMPL.
- 11.2. Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement: In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.
- 11.3. Shipping Arrangement for Foreign Contracts: In the case of FOB/FAS contracts, shipping arrangements shall be made by the Ministry of Shipping & Transport

(Chartering Wing), New Delhi, INDIA, in accordance with details given in SBD Section XVIII. The Contractor shall give adequate, notice to the Forwarding Agents/Nominees about the readiness of the cargo from time to time and at least six weeks' notice in advance of the required position for finalizing the shipping arrangements. In the case of C&F contracts, the Contractor shall arrange shipment in accordance with the requirements of the Ministry of Shipping & Transport, New Delhi, INDIA, indicated in the same SBD section (as applicable).

12. Insurance:

- 12.1 Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner.
- 12.2 In case of supply of domestic goods on CIF destination basis, the supplier shall be responsible till the entire stores contracted for arrive in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier in its own name and not in the name of BRBNMPL or its Consignee.
- 12.3 In the case of FOB and C&F offers for import of Goods, insurance shall be arranged by the Purchaser. However, the supplier must give sufficient notice to the Purchaser prior to the date of shipment, so that the Insurance Cover for the shipment can be activated. The Supplier must co-ordinate so as to ensure that the Shipment sails only with Insurance cover in place.
- 12.4 In case of Import of Goods, even in case where the insurance is paid by the Purchaser, and loss or damage shall be made good by the Contractor free of cost, without waiting for the settlement of insurance claim. The payment after settlement of insurance claim shall be reimbursed by the Purchaser to the Contractor. It will be entirely the responsibility of the Contractor to make good loss/damage without waiting for settlement of insurance claim so that machine is commissioned within the time specified in the contract.

13. Spare parts

- 13.1.** If specified in the List of Requirements and in the resultant contract, the supplier shall supply / provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/ or supplied by the supplier:
 - a) The spare parts as selected by BRBNMPL to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
 - b) In case the production of the spare parts is discontinued:
 - i. sufficient advance notice to BRBNMPL before such discontinuation to provide adequate time to BRBNMPL to purchase the required spare parts etc., and
 - ii. immediately following such discontinuation, providing BRBNMPL, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by BRBNMPL.

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

14. Incidental services

- 14.1.** Subject to the stipulation, if any, in the SCC (Section-V) and the Technical Specification (Section — VII), the supplier shall be required to perform any or all of the following services:
- a) Providing required jigs and tools for assembly, start-up and maintenance of the goods
 - b) Supplying required number of operation & maintenance manual for the goods
 - c) Installation and commissioning of the goods
 - d) Training of BRBNMPL 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 inspector
 - (g) Expected date of arrival of goods at destination and
 - (h) Any other document(s), as and if specifically mentioned in the contract.
- 15.3.** For Imported Goods, within 3 days of dispatch, the supplier will Notify BRBNMPL, consignee and other concerned if mentioned in the contract, the complete details of dispatch and also supply the following documents to them

by Courier (or as instructed in the Contract), besides advance intimation by Fax/ email:

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

16. Warranty

- 16.1** The supplier warrants that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by BRBNMPL in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per BRBNMPL's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 16.2** This warranty shall remain valid for twelve months after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by BRBNMPL in terms of the contract or for fifteen months from the date of despatch from the supplier's premises for domestic goods (including goods already imported by the supplier under its own arrangement) or for eighteen months after the date of shipment from the port of loading in the source country for imported goods offered from abroad, whichever is earlier, unless specified otherwise in the SCC.
- 16.3.** In case of any claim arising out of this warranty, BRBNMPL shall promptly notify the same in writing to the supplier.
- 16.4.** Upon receipt of such notice, the supplier shall, with all reasonable speed (or within the period, if specified in the SCC), repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/ goods after providing their replacements and no claim, whatsoever shall lie on BRBNMPL for such replaced parts/ goods thereafter.
- 16.5.** In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/ replaced goods shall be extended to a further period of twelve months from the date such rectified / replaced goods starts functioning to the satisfaction of BRBNMPL.
- 16.6.** If the supplier, having been notified, fails to rectify / replace the defect(s) within a reasonable period (or within the period, if specified in the SCC), BRBNMPL may proceed to take such remedial action(s) as deemed fit by BRBNMPL, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which BRBNMPL may have against the supplier.

17. Assignment

- 17.1.** The Supplier shall not assign, either in whole or in part, its contractual duties,

responsibilities and obligations to perform the contract, except with BRBNMPL 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 amendment / modification of the contract.

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

20. Prices

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

21. Taxes and Duties

- 21.1.** Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to BRBNMPL.
- 21.2.** Further instruction, if any, shall be as provided in the SCC.
- 22. Terms and Mode of Payment:** Unless specified otherwise in SCC, the terms of payments would be as follows:
- 22.1.** Unless otherwise specified in SCC, usual payment term is 100% on receipt and acceptance of goods by the Purchaser and on production of all required documents by the supplier.
- 22.2.** For Domestic Goods: Unless otherwise specified in the SCC, payments to suppliers are usually made by account payee cheque or through ECS only.
- 22.2.1.** Where the terms of delivery is FOR dispatching Station, the payment terms, depending on the value and nature of the goods, mode of transportation etc. maybe 60% to 90% (as specified in SIT) on proof of dispatch and other related documents and balance on receipt at site and acceptance by the consignee.
- 22.2.2.** Where the terms of delivery is CIF destination / delivery at site/FOR destination, usual payment term is 100% on receipt and acceptance of goods by the consignee and on production of all required documents by the supplier.
- 22.2.3.** Where goods to be supplied also need installation and commissioning by the supplier, the payment terms are generally as under:
- (a) For a contract with terms of delivery as FOR dispatching station
- 60% on proof of dispatch along with other specified documents
 - 30% on receipt of the goods at site by the consignee and balance
 - 10% on successful installation and commissioning and acceptance by the user department
- (b) For a contract with terms of delivery as CIF destination/ Delivery at site/FOR destination
- 90% on receipt and acceptance of goods by the consignee at destination and on production of all required documents by the supplier
 - 10% on successful installation and commissioning and acceptance by the consignee.
- 22.3. For Imported Goods:** Unless otherwise specified in SCC, payments are made through an irrevocable Letter of Credit {LC}.
- (a) Cases where Installation, Erection and Commissioning (if applicable) are not the responsibility of the Supplier — 100 % net FOB/FAS price is to be paid against invoice, shipping documents, inspection certificate (where applicable), manufacturers' test certificate, etc.
- (b) Cases where Installation, Erection and Commissioning are the responsibility of the Supplier — 80% to 90% net FOB/FAS price (as specified in the SCC) will be paid against invoice, inspection certificate (where applicable), shipping documents etc. and balance within 21-30 days of successful installation and commissioning at the consignee's premises and acceptance by the consignee.

- (c) Payment of Agency Commission against FOB/FAS Contract — Entire 100% agency commission is generally paid in Indian Rupees after all other payments have been made to the supplier in terms of the contract.
- 22.4.** Unless specified otherwise in the SCC, the following general conditions will apply for payment to the supplier.
- 22.5.** The payment shall be made in the currency / currencies authorized in the contract.
- 22.6.** The supplier shall send its claim for payment in writing as per Section XIX - "Proforma for Bill for Payments", when contractually due, along with relevant documents etc., duly signed with date, as specified in SCC and in a manner as also specified therein.
- 22.7.** While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 22.8.** The important documents which the supplier is to furnish while claiming payment are:
- a) Original Invoice
 - b) Packing List
 - c) Certificate of country of origin of the goods from seller's Chamber of Commerce.
 - d) Certificate of pre-dispatch inspection by BRBNMPL's representative/ nominee
 - e) Manufacturer's test certificate
 - f) Performance/ Warrantee Bond
 - g) Certificate of insurance
 - h) Clean on Bill of lading/ Airway bill/ Rail receipt or any other dispatch document, issued by a government agency (like postal department) or an agency duly authorized by the concerned ministry/ department
 - i) Consignee's Certificate confirming receipt and acceptance of goods
 - j) Dangerous Cargo Certificate, if any, in case of imported goods.
 - k) Any other document specified.
- 22.9.** While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from BRBNMPL, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to BRBNMPL. The supplier shall also undertake to 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 despatch of goods.
 - (b) Delay in supplies, if any, has been regularized.

- (c) The contract price where it is subject to variation has been finalized.
- (d) The supplier furnishes the following undertakings:

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

23. Delay in the supplier's performance

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

23.2. Subject to the provision under 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, excise duty, sales tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- c) But nevertheless, BRBNMPL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax or any other duty or tax or levy or on account of any other

grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

23.5. The supplier shall not despatch the goods after expiry of the delivery period. The supplier is required to apply to BRBNMPL for extension of delivery period and obtain the same before despatch. In case the supplier despatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against BRBNMPL.

24. Liquidated damages

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

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

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

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

26. Termination for default

26.1. BRBNMPL, without prejudice to any other contractual rights and remedies available to it (BRBNMPL), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by BRBNMPL pursuant to GCC sub-clauses 23.3 and 23.4.

26.2. In the event of BRBNMPL terminates the contract in whole or in part, pursuant to GCC sub-clause 26.1 above, BRBNMPL may procure goods and/ or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the supplier and the supplier shall be liable to BRBNMPL for the extra expenditure, if any, incurred by BRBNMPL for arranging such procurement.

26.3. Unless otherwise instructed by BRBNMPL, the supplier shall continue to

perform the contract to the extent not terminated.

27. Termination for insolvency

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

28. Force Majeure

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

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

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

29. Termination for convenience

29.1. BRBNMPL reserves the right to terminate the contract, in whole or In part for its (BRBNMPL) 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.
- (e) 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.
- (f) The bidders shall express their willingness to execute the Pre-contract integrity pact as per the enclosed format before finalization of the agreement.

33. Resolution of disputes

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

33.2. Arbitration Clause:- If both parties fail to reach such amicable settlement, then either party (the Purchaser or Seller) may within 21 days of such failure give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in difference or of difference of which such written notice has been given and no other matter shall be referred to the arbitration in accordance with the conciliation and arbitration rules of International Chamber of Commerce {ICC}/United National Commission on International Trade Law (UNCITRL) by three arbitrators appointed in accordance with the procedure set out in clause below. The arbitration proceeding shall be held in Bengaluru 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 Bengaluru. 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 authorize the purchase of the stores at the risk and cost of the Contractor, In the event of such cancellation, the stores or parts manufactured in the execution of the contract shall be taken by the Purchaser at such price as he considers fair and reasonable and the decision of the Purchaser as to such price shall be final and binding on the Contractor.

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

36. Disposal / Sale of Scrap by Tender

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

36.2 Payment and Default

36.2.1 Payment may be made in the form of cash or Demand Draft / Pay order issued by any scheduled commercial bank and drawn in favor of the Account mentioned in the NIT.

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

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

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

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

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

36.3 Deliveries, Delays and Breach of Contact

36.3.1 The Title of goods or material sold shall not be deemed to have been passed to the Purchaser / Bidder until and unless the full and final payment has been made by the purchaser, in accordance with the contract to the BRBNMPL and the authorized Officer has issued the Delivery Order in favor 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 may occur to purchaser's labors/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 equipments to his labour/servant and staff and no additional charges are admissible for the same.

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

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

36.3.9 If contractor fails to lift sold scrap within the specified period, penalty shall be levied at the rate of 0.5% per day of the value of un-removed Scrap. Moreover the

material shall remain at the purchaser's risk until removal thereof. Further BRBNMPL will be entitled to charge the ground rent as stated in relevant Para of SCC, for the area in which the materials sold are kept or stored — which would be recovered by the BRBNMPL from the Purchaser before removal of the material and In the event of default in payment thereof, the BRBNMPL at may its discretion shall be entitled to order the re-sale of such materials and forfeit the Security deposit or sale amount or both, paid by the purchaser.

36.3.10 If the purchaser makes slow progress with his contract and the BRBNMPL is of opinion that he may fail to fulfill 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 off the goods in any manner at the risk and expense of the purchaser.

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

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

Section V: Special Conditions of Contract (SCC)

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

Whenever there is any conflict between the provision in the 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)

Sl. No.	GCC Clause No.	Topic	SCC Provision
1.	8.2	Packing and Marking	No change
2.	9.1	Inspection and Quality Control	Cost involved in the Inspection of Goods will be borne by the supplier. BRBNMPL shall bear cost of travel, boarding and lodging costs incurred in connection with the pre-shipment inspection. Bidder shall make necessary arrangements for the local transport during the visit of the team to bidder premises.
3.	9.3	Inspection and quality control	In case of rejection during pre-shipment inspection, an additional 90 days shall be provided for re-inspection without prejudice to the contract obligations and LD.
4.	11.2	Transportation of Domestic Goods	No change
5.	12.2	Insurance	No change. Please refer to Section XI-Price Schedule
6.	14.1	Incidental Services	List of all the spare parts, consumables and other accessories with rates to be submitted along with the price bid and the rates quoted by the bidders shall remain firm for a period of 3 years from the date of the expiry of warranty.
7.	15	Distribution of Dispatch Documents for clearance / Receipt of Goods	No change
8.	16.2, 16.4	Warranty Clause	Twelve months from the date of acceptance by BRBNMPL.
9.	19.3	Option Clause	Applicable. BRBNMPL reserves 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.
10.	20.1	Price Adjustment Clause	No Change
11.	21.2	Taxes and Duties	Customs duties shall be paid by purchaser (for foreign bidders). All statutory taxes (TDS) shall be deducted from the payments of the supplier/contractor on installation, erection, commissioning, testing, training, etc., as applicable under Indian Tax Laws.
12.	22, 22.1, 22.2, 22.3, 22.4, 22.6, 22.8	Terms and Mode of Payments	<p>Clause 22.1 – Not applicable</p> <p>Clause 22.2 – Not applicable</p> <p>Clause 22.2.1 – Not applicable</p> <p>Clause 22.2.2 – Not applicable Clause 22.2.3 (a) – Not applicable</p> <p>Clause 22.2.3 (b) – No change</p> <p>Clause 22.3 (a) Not applicable</p> <p>Clause 22.3 (b)</p> <p><u>Applicable for Foreign Suppliers:</u></p> <p>80% of the price (on CIF basis) shall be paid through irrevocable Letter of Credit against shipment of material and submission of shipping documents. 20% of the balance amount shall be paid through Telegraphic Transfer after successful installation, commissioning, training and performance testing, completion of FAT and issue of FAC.</p> <p>Full payment pertaining to installation, commissioning, testing, training and performance testing shall be paid through Telegraphic Transfer after completion of FAT and issue of FAC subject to statutory deductions (TDS). There is no change in remaining clause.</p> <p><u>Applicable for Indian Suppliers:</u></p> <p>80% of Material Cost on receipt and acceptance</p>

			<p>of goods by the consignee at destination and on production of all required documents by the supplier.</p> <p>20% of the balance amount (Material Cost) shall be paid after successful installation, commissioning, training & performance testing, completion of FAT and issue of FAC.</p> <p>Full payment pertaining to installation, commissioning, testing, training and performance testing shall be paid only after completion of FAT and issue of FAC subject to statutory deductions.</p> <p>Clause 22.4 – No change</p> <p>Clause 22.6 – No change</p> <p>Clause 22.8 – Pre-shipment inspection certificate or Waiver Certificate</p>
13.	24.1	Quantum of LD	No change
14.	25.1	Bank Guarantee and Insurance for Material loaned to Contractor	No change
15.	30.1	Governing Language	English only
16.	33.1	Resolution of Disputes	No change
17.	36, 36.3.2, 36.3.9	Disposal / Sale of Scrap by Tender	Not applicable
18.	31.1	Notices	Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by e-mail or by cable or telex or facsimile and confirmed in writing.

Section VI: List of Requirements

Schedule No.	Brief Description of Goods / Services	Quantity (with unit)	Earnest Money (in Rs.)	Remarks
1.	Supply, Installation, Commissioning, Training and Performance Testing of Double Head Sheet Counting Machine (Disc type)	07 Numbers	Rs. 8 Lakhs	04 Numbers for BRBNMPL, Salboni Press and 03 Numbers for BRBNMPL, Mysore Press
2.	Supply, Installation, Commissioning, Training and Performance Testing of Single Head Note Counting Machine (Disc type)	10 Numbers	Rs. 8 Lakhs	For BRBNMPL, Salboni Press

Note:

- a. Bidders may quote for **one or both the schedules**. But bidders intending to quote for Schedule 1 or Schedule 2 should quote for the total quantity requirements at the respective schedule under Buy-back of existing counting machines **“as is where is basis”**. Quantities mentioned above are only to indicate the tentative volume of requirement.
- b. If a bidder intends to quote for both schedules, then they have to submit EMD for an amount of Rs.16 Lakhs.

2. Required Delivery Schedule:

a. For Overseas supplier

For Schedule 1

For Salboni & Mysore Press

- Delivery on CIF Kolkata / Chennai Seaport basis (04 Numbers for BRBNMPL, Salboni Press and 03 Numbers for BRBNMPL, Mysore Press) for the schedule-1 to be completed within 06 months from the date of issue of Letter of Intent (LOI).

For Schedule 2

- Delivery on CIF Kolkata Seaport basis (10 Numbers) for the schedule-2 to be completed within 06 months from the date of issue of Letter of Intent (LOI).

b. For Indian supplier:

For Schedule 1

For Salboni & Mysore Press

- Delivery on F.O.R, BRBNMPL basis at Salboni and Mysore for the schedule-1 to be completed within 07 months from the date of issue of Letter of Intent (LOI).

For Schedule 2

- Delivery on F.O.R, BRBNMPL basis at Salboni for the schedule-2 to be completed within 07 months from the date of issue of Letter of Intent (LOI).

Installation, testing and commissioning for both Schedules

Installation, testing and commissioning for each machine shall start immediately on receipt of the machine/s at Stores of respective location. However, all the machines under each schedule shall be installed, tested and commissioned and Final Acceptance Test (FAT) to be carried out by the vendor / supplier, and ensure issue of Final Acceptance Certificate (FAC) by respective presses, **within 60 working days** from the date of receipt of item at respective site after which LD clause shall be applicable.

3. Required Terms of Delivery & Destination:

- a. For Overseas supplier: Delivery on CIF basis.

Destination Port:

1. Chennai Seaport for BRBNMPL, Mysore
2. Kolkata Seaport for BRBNMPL, Salboni

- b. For Indian supplier: Delivery on F.O.R basis.

1. The General Manager,
Bharatiya Reserve Bank Note Mudran Private Limited,
P.O.: R.B.N.M.L, Salboni, Paschim Medinipur,
West Bengal – 721132
2. The General Manager,
Bharatiya Reserve Bank Note Mudran Private Limited,
Note Mudran Nagar, Mysore– 570003, India.

4. Buy Back offer of Existing Counting Machines at Mysore and Salboni Presses:

Schedule -1

04 numbers of Komori make Double Head Sheet Counting machines at Salboni Press and 01 number of Vicount make Double Head Sheet Counting machines at Mysore Press are offered on Buy back scheme **as is where is basis**.

Schedule -2

10 numbers of Vacuumatic make Single Head Note Counting machines at Salboni Press are offered on Buy back scheme **as is where is basis**.

Note:

- Buy-back offer is compulsory.
- Interested bidders may visit respective BRBNMPL Presses to see the existing counting machines before submitting their offer for Buy back.
- The entire dismantling, disassembly and transporting of the old Counting machines under buy back shall be sole responsibility of the successful bidder(s).

- Applicable GST on the Buy-back offer shall be borne by the successful bidder(s).

5. Scope of Supply: Scope of Supply for all the items shall include:

- Equipment
- Installation, Commissioning & Testing including conducting FAT
- Training at BRBNMPL, Salboni and BRBNMPL, Mysore during commissioning.
- List of all the spare parts, consumables and other accessories with rates to be submitted along with the price bid and the rates quoted by the bidders shall remain firm for a period of 3 years from the date of the expiry of warranty.**
- Incidental services
- Dedicated Software with license if any
- Dedicated interfaces or hardware if any
- Accessories required for sample preparation
- Other accessories considered necessary to make the proposal self- contained and complete for installation, commissioning & testing

The machine, equipment, incidental services/accessories and other auxiliaries under scope of supply shall be of the best quality and workmanship according to the latest engineering practice at the time of placement of order and shall be manufactured from materials of best quality or highest class considering strength and durability for their best performance.

All materials shall be of the latest technology and its end of life should be at least 10 yrs.

And the Price quoted in price Bid for the equipment should be inclusive of such services /accessories. Cost break-up showing costs of all these incidental services / accessories included in the scope of supply must be indicated in the Financial Bid in Section XI: Price Schedule. No price details should be given or hinted here.

General Requirements applicable

Bidders shall comply with all the requirements mentioned below:

1. Power Compliance: 220-240V, @50Hz $\pm 5\%$ for Single phase. Voltage variation and frequency tolerance required for the system shall be indicated.
2. Bidder shall produce a "Specification compliance certificate" for the equipment they are bidding for. Bidder shall also produce valid "certificate" from accredited third party agency of international repute to this effect.
3. Equipment must be quoted with all the accessories as required to operate the system.
4. Full detailed specifications duly supported with pamphlets, detailed literatures shall be enclosed with the technical bid.

5. Reference list of customers to whom similar equipment has been supplied should be enclosed. Credential certificate from the Customer on the satisfactory functioning of the system shall be enclosed.
6. The address /contact details of the office / authorized dealers who will be responsible for after sales, service / maintenance shall be clearly mentioned.
7. The manufacturer shall produce service guarantee for a period of 10 years.
8. Calibration certificate for the equipment shall be provided by OEM or third party certifying agency.
9. Installation & Commissioning requirements shall be clearly spelt in the technical bid.
10. BRBNMPL reserves the right to accept or reject any or all the tenders as a whole or part without assigning any reason to bidders thereof.
11. The total cost inclusive of all elements as cited above on CIF or on FOR BRBNMPL, Salboni / BRBNMPL, Mysore basis, as the case may be should be indicated clearly both in words and figures in the price bid.
12. Price bid should be submitted as per format in Section XI-Price schedule. Rate quoted should be on firm price basis. Vague offers like duties as applicable shall not be considered.

Section VII: Technical Specifications
Schedule 1: Double Head Sheet Counting Machine

Sub: Tender Enquiry No. 19/CO/GT/2018-19 dated 21st March 2019
(Supplier shall fill the following format and submit along with the Technical Bid)

COMPLIANCE STATEMENT OF TECHNICAL SPECIFICATIONS FOR SUPPLY, INSTALLATION, COMMISSIONING, TRAINING AND PERFORMANCE TESTING OF 07 NUMBERS OF DOUBLE HEAD SHEET COUNTING MACHINES

Sl. No.	Parameters	Required Specifications	Offered (Yes/No)	Deviation, if any.
Specify the Double Head Sheet Counting Machine Model offered against the Tender specification				
1.	No. of Counting Heads	2 heads with 6 segmented disc		
2.	Counting Disc Diameter	127 mm \pm 2mm		
3.	Counting Method	Rotary disc type counting from top		
4.	Max. Machine Capacity to count	1000 sheets		
5.	Minimum Counting Speed	1000 sheets within 7 seconds and adjustable		
6.	Paper thickness	70-140 GSM		
7.	Max. Sheet size (Twin Head system)	900mm x 1000mm		
8.	Min. Sheet size (Twin Head system)	80mm x 420mm		
9.	Max. height of paper stack	200 mm or more		
10.	Figure of Count Checking	At 1 – 9999 sheets by option.		
11.	Marking Device	Stamp Unit to mark in the side face of reams. (External stamper to stamp from inside)		
12.	RS 232 Interfaces	Compatible with External PC with specification i7, Windows 10 or above.		

13.	Memory stick	Data transfer to PC through USB port. Date – Time – Ream No. counting result.		
14.	Real Touch Screen color	Error analysis on screen Counting operation sequence on screen		
15.	Memory Input /Output	Capacity to store 5000 ream report (1 ream = 500 sheets)		
16.	Air flow table	Air flow table to be provided for ease of paper movement for counting.		
17.	Automatic Size adjustment	Automatic size adjustment with size display for setting of Paper size		
18.	Signal lamps	Correct / Incorrect Counting Machine, Standby Machine Errors.		
19.	Height of table from floor level	800mm to 900mm (Adjustable)		
20.	Electrical Supply	Single phase 220-240V, @50Hz $\pm 5\%$		
21.	Display	For showing counting figure with preset		

Other Desirable Technical Attributes for Double Head Sheet Counting machine			
Sl. No.	Attributes/Features	Offered (Yes/No)	Deviations, if any.
1	Machine operation shall be automatic i.e. the counting of sheets will start automatically and immediately on placement of sheets. Also, provision for manual startup of counting operation with the manual intervention is to be provided.		
2	Sheet clamp should lift only on completion of counting operation. When incorrect counting is observed clamps will not lift and will open only on manual intervention.		
3	Right and left counting operations comparison must be made in operational modes. Counted figures of the right and left when differs, SECURITY indication and alarm must be displayed. The counters should get reset automatically after completion of operation.		

4	During counting operation when one head operation due to malfunction stops provision must be made to stop the counting of the other head as well. Counter must get automatically reset to start position.		
5	Counting machines must be provided with filters for Dust separation and dust collection system to collect the paper dust. Each counting head must have a separate filter.		
6	Machine should have in-built air compressor with suitable capacity. Compressed air supply of each counting head should preferably be controlled independently. Compressed air controller for each unit to be provided with display unit in the control panel for ease of operation.		
7	Main switch must be provided with EMERGENCY OFF function.		
8	All instruction & Operating/Maintenance manuals shall be supplied in ENGLISH language. (Also spare parts catalog)		
9	Provision to activate one counting head while switch off the other counting head must also be incorporated in the system.		
10	The machine must be equipped with AIR Flow Table.		
11	After each counting, cycle counter must get reset automatically before the start of next cycle.		
12	Machine must have stamping device for identifying the counted reams. Unit must have option to operate on need basis.		
13	RS 232 Interfaces to be provided for data transfer to PC- e.g., operator, Date, Time, Ream Number & Counting results etc.		
14	Memory stick to be provided for data transfer to PC- e.g., operator Date, Time, Ream Number & Counting results etc.		
15	Screen for error analysis on screen and counting operation sequence on screen.		
16	Machine must have inbuilt security/safety mechanism which will ensure accident free working on the machine.		
17	Machine should provide the complete counting data ream wise along with total count in a shift indicating real time results of each activity in chronological order, which should be able to be printed for records and reference.		
18	The counting head should be accessible from the front as well as from the rear door for easy maintenance.		
19	The machine should be provided with separate doors for maintenance of Counting Head, Vacuum & Pneumatic System and for Control Cabinet respectively.		

Section VII: Technical Specifications
Schedule 2: Single Head Note Counting Machine

Sub: Tender Enquiry No. 19/CO/GT/2018-19 dated 21st March 2019
(Supplier shall fill the following format and submit along with the Technical Bid)

COMPLIANCE STATEMENT OF TECHNICAL SPECIFICATIONS FOR SUPPLY, INSTALLATION, COMMISSIONING, TRAINING AND PERFORMANCE TESTING OF 10 NUMBERS OF SINGLE HEAD NOTE COUNTING MACHINES

Technical Specifications of Single Head 1000 Note Counting machines				
A) Technical Specifications				
Sl. No.	Parameters	Specification	Offered (Yes/No)	Deviations, if any.
Specify the Single Head Note Counting Machine model offered against the Tender specification				
1.	Minimum Counting Speed	1000 Notes / 7 Sec		
2.	Counting Disc Diameter	130 mm \pm 2mm		
3.	Type of Model	Standalone		
4.	Paper Quality	70-140 GSM		
5.	Maximum Paper Size	350 x 450mm		
6.	Minimum Paper Size	55 x 100mm		
7.	Packet height size max	130mm		
8.	Maximum height of paper stack	200mm		
9.	Counting method	Rotary disc type counting from top to bottom		
10.	Electrical Connection/ Power supply	Single phase 220-240V, @50Hz \pm 5%		
11.	Height of table from floor level	750mm +/- 50mm		
12.	Compressed air and vacuum	Integrated within the machine		
13.	Display	For showing counting figure with preset		

B) Required Features			
1.	When the counting of the bundle is completed, the clamping plate should open automatically. In case of incorrect counting, the clamp should get locked. In such cases, the clamping plate should open only after manual activation.		
2.	The counting Disc should have sufficient slots for efficient, fast and accurate counting of notes.		
3.	The machine should be provided with EMERGENCY STOP function.		
4.	Operating Language: ENGLISH		
5.	The machine should display the counting results on the screen.		
6.	The machine should also display Pre-selection of the quantity to be counted.		
7.	After every counting, the counter should get automatically reset before the counting of next pile.		
8.	The machine should be provided on a movable trolley for easy movement of the machine.		
9.	The machine should be Plug-in type movable unit having compressor, etc. integrated in the machine.		
10.	Indicating lamp should be provided to display correct/incorrect counting.		

Common for both Schedule 1 & Schedule 2

Training & Pre-shipment Inspection

- 1) **Training:** The bidder shall provide one-week training for Double Head Sheet Counting machines at both BBRNMPL, Salboni and Mysuru Presses and one-week training for Single Head Note Counting machines at BBRNMPL, Salboni Press during the installation and commissioning of the systems at our premises. Facilities at BRBNMPL training centre could also be utilized for this purpose.
- 2) **Pre-shipment Inspection Authority:** At BRBNMPL's discretion, a team of BRBNMPL officers may conduct pre-shipment inspection of the machine/s at the designated premises of the successful bidder or issue inspection waiver certificate at its discretion. The bidder shall confirm its readiness to operate the system for such inspection and BRBNMPL if desires to inspect, shall dispatch the inspection team to manufacturer's site within thirty (30) days of receipt of such confirmation or intimate the waiver. BRBNMPL shall bear cost of travel for boarding and lodging costs incurred in connection with the pre-shipment inspection. Bidder shall make necessary arrangements for the

local transport during the visit of the team to bidder premises. During pre-shipment inspection, all the technical documents are to be produced for clearance and acceptance by the BRBNMPL's inspection team. The norms to be followed during pre-shipment inspection will be finalized with the consultation of the bidder, which is to be followed scrupulously at the time of Pre-shipment inspection.

Important Note: Successful bidder shall demonstrate and achieve the performance guarantee values with regard to output and quality of the intermediate and finished products as shown in the FAT condition. The performance of the system as a whole on an integrated basis shall be demonstrated in a test run. Successful bidder shall supervise and direct the operation during the performance test, and shall take full responsibility in this regard. During the performance test BRBNMPL shall provide necessary operating and maintenance personnel. Successful bidder shall provide and install all measuring instruments required for testing the guaranteed performance, which are not included among the permanent measuring instruments of the units. Subject to the provisions in the contract, if during the test period an interruption or reduced performances should occur due to any reason solely attributable to BRBNMPL, the test periods will be extended accordingly at the discretion of BRBNMPL. Such time of interruptions for reduced performance and the production achieved during this period shall be discarded in evaluating the test. If for reasons for which the bidder is responsible, the performance values cannot be achieved in whole or in part during the performance guarantee tests, successful bidder shall repeat the test in whole in order to demonstrate the performance values which are not reached. Before repeating the tests, bidder shall take all measures as may be needed in order that the performance values can be achieved at their cost. If even with two repetitive tests the performance values have not reached for reasons within successful bidder's responsibility, successful bidder shall undertake at its own cost such modifications or replacements as considered necessary to obtain the performance guarantee values and the responsibility to demonstrate the successful performance guarantee values shall always rests with the successful bidder till so established. If even after four repetitive attempts of rectification one or several of the essential performance values cannot be achieved, in the opinion of BRBNMPL, then this will be treated as a breach of agreement by successful bidder and BRBNMPL will be at liberty to decide the future course of action as BRBNMPL deemed fit.

Note: Tenderer's attention is drawn to GIT clause 17 and GIT sub-clause 10.1.

The Tenderer is to provide the required details, information, confirmations, etc accordingly, failing which its tender is liable to be ignored.

Section VIII: Quality Control Requirements

FAT (Final Acceptance Test) and FAC (Final Acceptance Certificate):

Quality Control Requirements – Common for Schedule 1 and Schedule 2

Successful Bidder(s) has to prove that the equipment is fully complying with the technical specification of the equipment mentioned as in the **Section VII – Technical Specification**.

FAC – Common for Schedule 1 and Schedule 2

Upon satisfactory completion of FAT, BRBNMPL shall issue FAC (Final Acceptance certificate) for each system within one week.

Section IX: Qualification/Eligibility Criteria

Common for both schedule 1 and 2

The tenderer needs to agree to all essential conditions specifically incorporated in this tender enquiry. Some of the salient requirements are as under –

SCHEDULE 1 & 2: PRE-QUALIFYING ELIGIBILITY CRITERIA IS AS FOLLOWS: –

Sl. No	Item Categories	ESSENTIAL QUALIFICATION CRITERIA FOR SUPPLY, INSTALLATION, COMMISSIONING AND TESTING OF 07 NUMBERS OF DOUBLE HEAD SHEET COUNTING MACHINES AND 10 NUMBERS OF SINGLE HEAD NOTE COUNTING MACHINES
1.	Eligibility	<p>Manufacturers/manufacturers under license or their authorized dealers who are exclusively appointed by the principal manufacturer to represent them in the country shall be eligible to apply or to take part in the bid, one manufacturer can authorize only one dealer. Also, one dealer can represent only one Manufacturer. There can be only one bid from</p> <ol style="list-style-type: none"> The principal / Manufacturer directly or Any of its branch or division or Retailer / sub-dealer <p>Principal / Manufacturer shall meet the qualifying criteria. Retailer / sub- dealer shall furnish necessary details of his business eg., Legal Valid Entity: The Bidders shall necessarily be a legally valid entity. A proof for supporting the legal validity of the Bidder shall be submitted.</p>
2.	Experience & Past Performance	<p>The firm should have manufactured, supplied, installed and commissioned at least one similar plant and machinery/equipment during the last five years ending as on 28.02.2019.</p> <p>The bidder firm shall submit the credentials regarding experience and past performance to the extent required as per the eligibility criteria.</p> <p>In case of Indian Manufacturers, the past performance and experience shall be relaxed at the discretion of the purchaser with appropriate justification.</p> <p>All experience, past performance and capacity/capability related data should be certified by the authorized signatory of the bidder firm.</p>
3.	Capability – Equipment & Manufacturing facilities	<p style="text-align: center;"><u>For Schedule 1</u></p> <p>The bidder firm must have an annual capacity to manufacture and supply at least 04 Nos. of Double Head Sheet counting machine with related auxiliary's systems required for operation of the machine.</p>

		<p style="text-align: center;"><u>For Schedule 2</u></p> <p>The bidder firm must have an annual capacity to manufacture and supply at least 05 Nos. of Single Head Note Counting machine with related auxiliaries systems required for operation of the machine.</p>																								
4.	Financial Standing	<p><u>Average Annual Turnover</u></p> <p style="text-align: center;"><u>For Schedule 1</u></p> <p>Average Annual Turnover of the Bidder firm during last three years should be more than INR 120 Lakhs (Or its equivalent Foreign currency).</p> <p style="text-align: center;"><u>For Schedule 2</u></p> <p>Average Annual Turnover of the Bidder firm during last three years should be more than INR 120 Lakhs (Or its equivalent Foreign currency).</p> <p><u>Note:</u> If the bidder firm is interested in applying for both Schedules 1 & 2, Average Annual Turnover of the Bidder firm should be more than INR 240 Lakhs (Or its equivalent Foreign currency).</p> <p>For Indian manufacturer, annual turnover criteria may be relaxed.</p> <p>Similar relaxation may be extended to foreign bidders if they are willing to setup the manufacturing plant in India within two years' time from the date of finalization of agreement. (if they fail, a suitable penalty clause may be incorporated)</p> <p>Bidder Firm should not have suffered any financial loss for more than one year during the last three years.</p> <p>The net worth of the firm should not have eroded by more than 30% in the last three years.</p> <p>All the pages of financial standing data (including all extract of pages) should be certified by certified accountant's e.g. Chartered Accounts (CA) in India and Certified Public Accountant / Chartered Accountants of other countries.</p> <p>The bidders to enclose certified audited balance sheets, financial statements, P/ L accounts and below mentioned details certified by CA/ CPA.</p> <table><tr><th>Sl. No.</th><th>Year</th><th>Annual Turnover</th><th>Profit/ Loss</th><th>Net worth</th><th>Remarks</th></tr><tr><td>1.</td><td>2016-17 or 2016</td><td></td><td></td><td></td><td></td></tr><tr><td>2.</td><td>2017-18 or 2017</td><td></td><td></td><td></td><td></td></tr><tr><td>3.</td><td>2018-19 or 2018</td><td></td><td></td><td></td><td></td></tr></table> <p>Signature of Certified Accountant:</p>	Sl. No.	Year	Annual Turnover	Profit/ Loss	Net worth	Remarks	1.	2016-17 or 2016					2.	2017-18 or 2017					3.	2018-19 or 2018				
Sl. No.	Year	Annual Turnover	Profit/ Loss	Net worth	Remarks																					
1.	2016-17 or 2016																									
2.	2017-18 or 2017																									
3.	2018-19 or 2018																									

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

Note

Considering the time required for preparation of financial statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the financial statements of the preceding financial year are not available with the bidder then the financial turnover of the previous three financial years excluding the preceding financial year will be considered. In such cases, the networth / turnover of the previous financial year excluding the preceding financial year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that the financial statements for the financial year_____ (as the case may be) has actually not been audited so far.

Requirements to be submitted along with the bids:

- (i) The bidders shall sign the Pre-Contract Integrity Pact as per the enclosed annexure.
- (ii) The intending bidders, have to submit complete solution on turnkey basis, for supply of **Double Head Sheet Counting machines and Single Head Note counting machines.**
- (iii) The intending bidders shall submit all technical details, product catalogues, specifications etc of the proposed systems offered for evaluation.
- (iv) The bidder shall provide the complete details and address of the locations of the manufacturing units of main machine and all the auxiliary units.
- (v) The bidder shall provide details of supply of similar machines in the past including to neighboring countries of India.
- (vi) Bidder shall note that the purchaser reserves the right to visit the manufacturing facilities of the bidder and the facilities where the bidder has supplied the machinery for verifying the claims of the bidder.
- (vii) Product support, after sales support and infrastructure – Details may be provided
- (viii) The bidders should give a declaration that they have not been blacklisted or debarred for dealing by Government of India or any Government in the past.
- (ix) The documents in support of pre-qualification criteria need to be submitted along with the bid document duly signed by authorized representative of the applicant.

- (x) The bidder should also confirm specifically that:
- (a) Applicant is competent and legally authorized to submit and /or to enter into a legally binding contract.
 - (b) Applicant will absolve the purchaser against any infringement of patent right and other contract provision.
 - (c) BRBNMPL, if so desire, can inspect the manufacturer's works facilities.
 - (d) Shall furnish a confidentiality statement.

General Terms - Summary

1. Bidder shall submit Earnest Money Deposit as per SIT.
2. **Bidders shall ensure that the price bids Section XI are submitted separately and not to be enclosed with technical bid.**
3. Bidder shall ensure that no Price indication in the Technical Bid is made as the same shall be summarily rejected.
4. Bidder shall comply with the Scope of work & Delivery Schedule – As per Section VI: List of Requirements.
5. The bidder shall submit duly signed pre-contract integrity pact as per the format enclosed in Section XX.
6. Bidder shall provide clause wise Technical compliance commentary for the technical specifications indicated in Section VII.
7. The bidder shall ensure that all pages of tender document are duly signed, numbered and sealed for having read and understood all terms and conditions of the tender document.
8. Bidder shall confirm that the Tender validity is given as in the SIT.
9. The supplier should understand and quote for buy back offer. Buy back offer is compulsory.
10. **Bidder shall submit the following declarations / undertakings along with tender application.**
 - a. The signatory is competent and legally authorized to submit the tender and / or to enter into legally binding contract.
 - b. A declaration that the Bidder is not in the list of blacklisted /debarred firms of any Government Agency anywhere in the world.
 - c. Undertaking that the bidder is accepting all the terms and conditions of this tender and abides by it without any counter conditions.

- d. Undertaking that the information given in the documents is correct and the Bidder is aware that any information provided is found to be false at a later stage BRBNMPL reserves the right to reject / disqualify the Bidder at any stage of the tendering process without assigning any reason.
- e. The Company/firm/organization undertakes not to reveal the information in the tender documents to any third party.
- f. The operation of the bidder in Pakistan or China, if any, should be suitably firewalled from the contract / operations with Government of India. Bidder shall also declare that no employee who has previously worked or been posted in Pakistan or China in any capacity will be engaged by the Company for this project and also the employees who will be working in this project will not be assigned to work in Pakistan or China.
- g. Bidder shall note that, if there is any change in Board of Directors/Key personnel and in ultimate beneficial ownership of 10% and above. The bidder is therefore required to submit an undertaking that any such changes will be intimated without any delay to the Purchaser.
- h. A duly signed and stamped confidentiality statement as given below is to be furnished: -
 “The information(s) contained in the tender document will not, in whole or in part be reproduced, transferred to other documents /electronic media or disclosed to others without written consent”.
- i. **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

Confidentiality Statement

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

For and on behalf of M/s.....

Yours faithfully,

()

Seal

Name

Signature with date

Declaration

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

For and on behalf of M/s.....

Yours faithfully,

()

Seal

Name

Signature with date

Firewall Declaration

We hereby declare that operation of our firm in Pakistan or China, if any, are firewalled from the contract / operations with Government of India. We also declare that no employee who has previously worked or been posted in Pakistan or China in any capacity will be engaged by the Company for this project and also the employees who will be working in this project will not be assigned to work in Pakistan or China.

For and on behalf of M/s.....

Yours faithfully,

()

Seal

Name

Signature with date

Section X: Tender Form

Date

To

.....
.....
.....

(complete address of BRBNMPL)

Ref: Your Tender document No. dated

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

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

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

We agree to keep our tender valid for acceptance for a period upto 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 upto the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

Dated this _____ day of _____
For & on behalf of

(Signature with date)

(Name and designation)
Duly authorized to sign tender for and on behalf of

.....

Section XI: Price Schedule
PRICE BID FOR SCHEDULE -1
(FOR FOREIGN BIDDERS ONLY)

a. Schedule 1: Double Head Sheet Counting Machine– Total Quantity – 07 Numbers.

Instructions to bidders for filling up Price Schedule

- Bidders may quote the prices in **Indian Rupees (INR)** or in any other **Foreign Currency**. In case if the bidder quotes in other foreign currency, such quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the B.C. selling exchange rates established by the State Bank of India for similar transactions, as on the date of tender opening for L1 determination. In case of any bank holiday, the previous day's closing price will be considered.
- Bidders quoting in **Foreign Currency** should mention the Currency in which they have quoted like Euro €, JPY ¥, GBP £, etc. *The bidder shall indicate the prices for all items as per schedule in both figures and words clearly.*
- The following Table A and Table B should be filled and completed in all aspects by the bidders. **Bidders need not to fill Table C** and it will be filled and completed by BRBNMPL for determining L1.

Table A) Price schedule of Supply, Installation, Commissioning, Training and Performance Testing of 07 Numbers of Double Head Sheet Counting Machines

Sl No.	Description	Units & Qty (A)	Unit Rate (INR/ Foreign Currency) (B)	Total Price (INR/ Foreign Currency) (C=A x B)
1.	Double Head Sheet Counting Machines (Disc type) (As per the specification mentioned in Section VII-Schedule 1) FOB Price	07 Nos.		
2.	Freight *	07 Nos.		
3.	Insurance cost up to BRBNMPL Press premises' unloading point **	07 Nos.		
4.	Total CIF Price (Sl.No 1+2+3)	07 Nos.		
5.	Installation, commissioning, On-site Training, Performance Testing charges etc. (Inclusive of GST @18%)* **	07 Nos.		
6.	Total price (Sl.No 4+5) (Indian Rupees/ Foreign Currency)	07 Nos.		
Total Price (Sl. No. 4+5) in Words.....				

Note for Table A

*** Freight**

- 04 numbers for Salboni (Kolkata Port) and 03 numbers for Mysore (Chennai Port)

**** Insurance**

- Bidders shall arrange for transit insurance of all machineries/equipment from manufacturer's premises up to respective BRBNMPL (Mysuru/Salboni) Press premises.
- Insurance cost quoted by the bidders at Sl. No. 3 of Table 'A' should cover transit insurance cost of all machineries/equipment shipped from manufacturer's premises up to respective BRBNMPL (Mysuru/Salboni) Press premises' unloading point.
- It is the responsibility of the bidder to ensure that all the machineries/equipment are packed appropriately so as to ensure the goods are received in good condition at respective BRBNMPL premises.
- Settlement of insurance claims, if any, till unloading point at respective BRBNMPL (Mysuru/Salboni) premises shall be the responsibility of the bidder.
- BRBNMPL shall be responsible for shipment handling at Indian port/s and movement of consignment from Indian port/s to BRBNMPL Press premises and unloading of consignment under the supervision of successful bidder.
- After unloading at respective BRBNMPL Press premises, the transit insurance arranged by bidders shall cease to exist.
- BRBNMPL shall arrange for Storage-cum-Erection insurance at their premises after unloading.

***** GST**

- The present rate of GST is @18%.
- The bidders have to consider the rate of GST @18% and should quote Installation, commissioning, On-site Training, Performance Testing charges etc. accordingly, at Sl. No.5 of Table 'A'. The same will be deducted and paid to the Govt. by BRBNMPL for and on behalf of the successful bidder.
- In case the rate of GST prevailing at the time of payment is less than the GST rate considered by the bidder, BRBNMPL will deduct the GST amount considered by the bidder even though BRBNMPL is required to pay less GST.
- However, in case at the time of payment, the actual GST rate is more than the rate considered by the bidder, the additional amount towards GST shall be borne by BRBNMPL.

Invoice

The successful bidder shall have to raise the Invoice in the name of respective BRBNMPL Presses along with its GST number against the machine/material supply.

Table B) Buy Back Offer for Double Head Sheet counting machines:

Sl No.	Description	Units & Qty (A)	Unit Rate (INR/ Foreign Currency) (B)	Total Price (INR/ Foreign Currency) (C=A x B)
1	Buy Back Offer – Komori make Double Head Sheet counting machine (at Salboni Press)	04 Nos.		
2	Buy Back Offer – Vicount make Double Head Sheet counting machine (at Mysore Press)	01 No.		
3	Total (Sl. No.1+2)	05 Nos.		
4	GST @.....% (*)	05 Nos.		
5	Total Price (Sl. No. 3+4) (Indian Rupees/ Foreign Currency)	05 Nos.		
Total Price (Sl. No. 3+4) in Words				

Note for Table B

*Applicable GST on buy back offer will be borne by successful bidder.

Table C) L1 determination for foreign bidders

Bidders need not to fill the following Table ‘C’ and its only for the purpose of L1 determination by BRBNMPL.

Calculation of duties and taxes (Customs Duty, GST, etc) for L1 determination will be based on prevailing Customs Duty and GST rates available as on the date of opening of Price bid.

Sl No.	Description	Total Price (INR)
1.	Total CIF Price (as per Table A at Sl. No.4)	
2.	Installation, commissioning, On-site Training, Performance Testing charges etc. (Inclusive of GST @18%) (as per Table A at Sl. No.5)	
3.	Custom Duties @ 27.735% on CIF value as landing charges (shall be borne by BRBNMPL)	
4.	Agency charges of 0.03% on CIF value + 18% GST or as applicable on agency charges will be added towards local agency charges	
5.	Local Transportation cost for all 07 machines shall be borne by BRBNMPL (including shipment handling*) in INR	2,10,000
6.	Buy Back Offer (as per Table B at Sl. No.5)	
7.	Final Value in Rs. = Sl. No.1+2+3+4+5 – Sl. No.6	

Note for Table C

The above Table C need not to be filled by the bidders.

*** Shipment handling**

- BRBNMPL shall be responsible for shipment handling at Indian port/s and movement of consignment from Indian port/s to BRBNMPL Press premises and unloading of consignment under the supervision of successful bidder.

Important Points

1. **The bidder shall indicate the prices for all items as per schedule in both figures and words clearly.**
2. L1 determination of Bids will be done on the **Table C of Price Schedule** for foreign bidders.
3. Applicable tax deduction at source will be made for installation, commissioning and training charges and a TDS certificate will be issued.
4. Price with condition(s) shall be liable to be rejected.
5. Price should be quoted as per the above format. However, components of the price quoted may be indicated separately.
6. Conditional discount/rebate etc shall not be considered. In case, discount is offered that should be adjusted in the price and net price should be quoted.
7. The prices quoted shall be firm and no escalation will be considered on the quoted price for any reason what so ever during the currency of the contract.
8. **Other important contractual obligations:**
 - The bidder is expected to supply with in the contract price - initial commissioning spares, filters and consumables as may be required during erection, testing, start-up and initial operation of the unit till completion of successful commissioning and commencement of regular production.
 - **Bidder shall provide the master list of spare parts, consumables and other accessories with rates, along with the price bid and the same shall remain firm for a period of 3 years from the date of the expiry of warranty.**
 - The bidder shall give a commitment that they shall provide technical support for the offered systems and accessories and make available required spares and consumables for a period of at least 10 years from the date of expiry of warranty.

Note: 1

The following factors will be borne by BRBNMPL for foreign bidders.

- (i) Customs duties as applicable.
- (ii) Clearing and forwarding charges as applicable.
- (iii) Local Transportation (shall be arranged from port of discharge to the final destination).

General Note:

- i) BRBNMPL does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity tender or cancel the tender without assigning any reason what so ever.

- ii) BRBNMPL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- iii) **Quoted price should be in words and figures.** Any discrepancy between words and figures, the price in words shall prevail. Insertions, postscripts, additions and alterations shall not be recognized, unless authenticated by the tenderer's signature. In case of discrepancy between unit price and total price/cost, the unit rate will be considered for evaluation.
- iv) All decisions by BRBNMPL on the evaluation of bids will be final and binding on the Bidders and is not subject to any scrutiny
- v) Any effort by a bidder to influence BRBNMPL personnel or representatives on matters relative to the bid under study in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning award of contract may result in rejection of his bid.

Signature of Supplier with Name of the Firm:

Date:

Place:

We confirm that there would not be any price escalation during the supply period. We also confirm that we will abide by all the tender terms and conditions bearing no. 19/CO/GT/2018-19 dated 21st March 2019 for supply of 07 Numbers of Double Head Sheet Counting Machines (04 Numbers for Salboni and 03 Numbers for Mysore) and we do not have any counter conditions.

(Authorised signatory with name and date)

Office Seal/Stamp

PRICE BID FOR SCHEDULE -1

(FOR INDIAN BIDDERS ONLY)

b. Schedule 1 : Double Head Sheet Counting Machine– Total Quantity – 07 Nos.

Important Note:

- The final price quoted by Indian Bidders shall be all inclusive price FOR BRBNMPL, Mysore & Salboni basis which has to be quoted in Indian Rupees strictly in the below format only. The price shall be inclusive of all duties and taxes, freight, insurance, clearing and forwarding charges, service tax, octroi etc.
- The bidder shall indicate the prices for all items as per schedule in both figures and words clearly.*

Table A) Price schedule of Supply, Installation, Commissioning, Training and Performance Testing of 07 Numbers of Double Head Sheet Counting Machines

Sl. No	Description	Qty with unit	Basic Price / Unit Rs.	P&F Rs.	HSN/ SAC Code	GST/ @ %	GST amount in Rs.	Freight, Insurance, Other Charges If any Rs.	Total Rate Per unit (F.O.R BRBNMPL) Rs.	Total Price for Total Qty. (F.O.R BRBNMPL Stores*) Rs.
		A	B	C			D	E	F = Sum of B+C+D+E	G= A*F
1)	Double Head Sheet Counting Machines (Disc type) (As per the specification mentioned in Section VII-Schedule 1)	07 Nos.								
2)	Installation, commissioning, Testing and On-site Training charges etc.	07 Nos.		NA		18%		NA		
3)	Total Price (Sl. No. 1+2) in Rs.									
	Total Price (Sl. No. 1+2) in Words									

* FOR, BRBNMPL Stores– **04 Nos. for Salboni Press and 03 Nos. for Mysore Press**

- HSN/SAC code in the respective column to be mentioned by the bidders. Rate of GST in % and corresponding price value to be quoted at Sl. No.1 of Table A.
- The bidders have to consider the rate of GST @18% and should quote Installation, commissioning, On-site Training, Performance Testing charges etc. accordingly, at Sl. No.2 of Table 'A'.

Table B) Buy Back Offer of Double Head Sheet Counting Machines:

Sl No.	Description	Units & Qty (A)	Unit Rate in Rs. (B)	Total Price in Rs. C=A x B
1	Buy Back Offer – Komori make Double Head counting machine (at Salboni Press)	04 Nos.		
2	Buy Back Offer – Vicount make Double Head counting machine (at Mysore Press)	01 No.		
3	Total (Sl. No. 1+2)	05 Nos.		
4	GST @ % (*)	05 Nos.		
5	Total Price (Sl.No.3+4) in Rs.	05 Nos.		
Total Price (Sl.No.3+4)in Words.....				

*Applicable GST on buy back offer will be borne by successful bidder.

L1 Determination for Indian bidders:

Value of L1 will be considered based on the below mentioned formula for Indian bidders.

$$\mathbf{L1 = Total\ Price\ of\ Table\ A\ at\ Sl.\ No.\ 3 - Total\ Price\ of\ Table\ B\ at\ Sl.\ No.5}$$

Important Points

1. Applicable tax deduction at source will be made for installation, commissioning and Training charges and a TDS certificate will be issued.
2. Price with condition(s) shall be liable to be rejected.
3. Price should be quoted strictly as per the above format.
4. Prices should be all inclusive.
5. Conditional discount/rebate etc shall not be considered. In case, discount is offered that should be adjusted in the price and net price should be quoted.
6. The prices quoted shall be firm and no escalation will be considered on the quoted price for any reason what so ever during the currency of the contract.
7. Other important contractual obligations:
 - a. The bidder is expected to supply with in the contract price - initial commissioning spares, filters and consumables as may be required during erection, testing, start-up and

initial operation of the unit till completion of successful commissioning and commencement of regular production.

- b. Bidder shall provide the master list of spare parts, consumables and other accessories with rates, along with the price bid and the same shall remain firm for a period of 3 years from the date of the expiry of warranty.**
- c. The bidder shall give a commitment that they shall provide technical support for the offered systems and accessories and make available required spares and consumables for a period of at least 10 years from the date of expiry of warranty.

General Note:

- i) BRBNMPL does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity tender or cancel the tender without assigning any reason what so ever.
- ii) BRBNMPL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- iii) **Quoted price should be in words and figures.** Any discrepancy between words and figures, the price in words shall prevail. Insertions, postscripts, additions and alterations shall not be recognized, unless authenticated by the tenderer's signature. In case of discrepancy between unit price and total price/cost, the unit rate will be considered for evaluation.
- iv) All decisions by BRBNMPL on the evaluation of bids will be final and binding on the Bidders and is not subject to any scrutiny
- v) Any effort by a bidder to influence BRBNMPL personnel or representatives on matters relative to the bid under study in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning award of contract may result in rejection of his bid.

Signature of Supplier with Name of the Firm:

Date:

Place:

We confirm that there would not be any price escalation during the supply period. We also confirm that we will abide by all the tender terms and conditions bearing no. 19/CO/GT/2018-19 dated 21st March 2019 for supply of 07 Numbers of Double Head Sheet Counting Machines (04 Numbers for Salboni and 03 Numbers for Mysore) and we do not have any counter conditions.

(Authorised signatory with name and date)

Office Seal/Stamp

PRICE BID FOR SCHEDULE -2
(FOR FOREIGN BIDDERS ONLY)

c. Schedule 2 : Single Head Note Counting Machine– Total Quantity – 10 Nos.

Instructions to bidders for filling up Price Schedule

- Bidders may quote the prices in **Indian Rupees (INR)** or in any other **Foreign Currency**. In case if the bidder quotes in other foreign currency, such quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the B.C. selling exchange rates established by the State Bank of India for similar transactions, as on the date of tender opening for L1 determination. In case of any bank holiday, the previous day's closing price will be considered.
- Bidders quoting in **Foreign Currency** should mention the Currency in which they have quoted like Euro €, JPY ¥, GBP £, etc. *The bidder shall indicate the prices for all items as per schedule in both figures and words clearly.*
- The following Table A and Table B should be filled and completed in all aspects by the bidders. **Bidders need not to fill Table C** and it will be filled and completed by BRBNMPL for determining L1.

Table A) Price schedule of Supply, Installation, Commissioning, Training and Performance Testing of 10 Numbers of Single Head Note Counting Machines

Sl No.	Description	Units & Qty (A)	Unit Rate (INR/ Foreign Currency) (B)	Total Price (INR/ Foreign Currency) (C=A x B)
1.	Single Head Note Counting Machines (Disc type) (As per the specification mentioned in Section VII-Schedule 2) FOB Price	10 Nos.		
2.	Freight up to Kolkata Seaport*	10 Nos.		
3.	Insurance up to BRBNMPL Press Premises unloading point**	10 Nos.		
4.	Total CIF Price (Sl.No 1+2+3)	10 Nos.		
5.	Installation, commissioning, On-site Training, Performance Testing charges etc. (Inclusive of GST @ 18%)*	10 Nos.		
6.	Total price (Sl.No 4+5) (Indian Rupees/ Foreign Currency)	10 Nos.		
Total Price (Sl. No. 4+5) in Words				

Note for Table A

*** Freight**

- 10 Nos. for Salboni (Kolkata Port)

**** Insurance**

- Bidders shall arrange for transit insurance of all machineries/equipment from manufacturer's premises up to BRBNMPL, Salboni Press premises.
- Insurance cost quoted by the bidders at Sl. No. 3 of Table 'A' should cover transit insurance cost of all machineries/equipment shipped from manufacturer's premises up to BRBNMPL Salboni Press premises' unloading point.
- It is the responsibility of the bidder to ensure that all the machineries/equipment are packed appropriately so as to ensure the goods are received in good condition at BRBNMPL, Salboni Press premises.
- Settlement of insurance claims, if any, till unloading point at respective BRBNMPL, Salboni Press premises shall be the responsibility of the bidder.
- BRBNMPL shall be responsible for shipment handling at Indian port/s and movement of consignment from Indian port/s to BRBNMPL Press premises and unloading of consignment under the supervision of successful bidder.
- After unloading at respective BRBNMPL Press premises, the transit insurance arranged by bidders shall cease to exist.
- BRBNMPL shall arrange for Storage-cum-Erection insurance at their premises after unloading.

***** GST**

- The present rate of GST is @18%.
- The bidders have to consider the rate of GST @18% and should quote Installation, commissioning, On-site Training, Performance Testing charges etc. accordingly, at Sl. No.5 of Table 'A'. The same will be deducted and paid to the Govt. by BRBNMPL for and on behalf of the successful bidder.
- In case the rate of GST prevailing at the time of payment is less than the GST rate considered by the bidder, BRBNMPL will deduct the GST amount considered by the bidder even though BRBNMPL is required to pay less GST.
- However, in case at the time of payment, the actual GST rate is more than the rate considered by the bidder, the additional amount towards GST shall be borne by BRBNMPL.

Invoice

The successful bidder shall have to raise the Invoice in the name of respective BRBNMPL Presses along with its GST number against the machine/material supply.

Table B) Buy Back Offer of Single Head Note Counting Machines:

Sl No.	Description	Units & Qty (A)	Unit Rate (INR/ Foreign Currency) (B)	Total Price (INR/ Foreign Currency) (C=A x B)
1	Buy Back Offer – Vacuumatic make Single Head Note counting machine (at Salboni Press)	10 Nos.		
2	GST @.....% (*)	10 Nos.		
3	Total Price (Sl.No.1+2) (Indian Rupees/ Foreign Currency)	10 Nos.		
Total Price (Sl.No.1+2) in Words.....				

*Applicable GST on buy back offer will be borne by successful bidder.

Table C) L1 determination for foreign bidders

Bidders need not to fill the following Table ‘C’ and its only for the purpose of L1 determination by BRBNMPL.

Calculation of duties and taxes (Customs Duty, GST, etc) for L1 determination will be based on prevailing Customs Duty and GST rates available as on the date of opening of Price bid.

Sl No.	Description	Total Price
1.	Total CIF Price (as per Table A at Sl. No.4)	
2.	Installation, commissioning, On-site Training, Performance Testing charges etc. (Inclusive of GST @18%) (as per Table A at Sl. No.5)	
3.	Custom Duties @ 27.735% on CIF value as landing charges (shall be borne by BRBNMPL)	
4.	Agency charges of 0.03% of CIF value + 18% GST or as applicable on agency charges will be added towards local agency charges	
5.	Local Transportation cost for all 10 machines shall be borne by BRBNMPL (including shipment handling*) in INR	
6.	Buy Back Offer (as per Table B at Sl. No.3)	
7.	Final Value in Rs. = Sl. No.1+2+3+4+5 – Sl. No.6	1,50,000

Note for Table C

The above Table C need not to be filled by the bidders.

*** Shipment handling**

- BRBNMPL shall be responsible for shipment handling at Indian port/s and movement of

consignment from Indian port/s to BRBNMPL Press premises and unloading of consignment under the supervision of successful bidder.

Important Points

1. **The bidder shall indicate the prices for all items as per schedule in both figures and words clearly.**
2. **L1 determination of Bids will be based on the **Table C of Price Schedule for foreign bidders.****
3. Applicable tax deduction at source will be made for installation, commissioning and training charges and a TDS certificate will be issued.
4. Price with condition(s) shall be liable to be rejected.
5. Price should be quoted as per the above format. However, components of the price quoted may be indicated separately.
6. Conditional discount/rebate etc shall not be considered. In case, discount is offered that should be adjusted in the price and net price should be quoted.
7. The prices quoted shall be firm and no escalation will be considered on the quoted price for any reason what so ever during the currency of the contract.
8. **Other important contractual obligations:**
 - The bidder is expected to supply with in the contract price - initial commissioning spares, filters and consumables as may be required during erection, testing, start-up and initial operation of the unit till completion of successful commissioning and commencement of regular production.
 - **Bidder shall provide the master list of spare parts, consumables and other accessories with rates, along with the price bid and the same shall remain firm for a period of 3 years from the date of the expiry of warranty.**
 - The bidder shall give a commitment that they shall provide technical support for the offered systems and accessories and make available required spares and consumables for a period of at least 10 years from the date of expiry of warranty.

Note: 1

1. The following factors will be borne by BRBNMPL for foreign bidders.
 - (i) Customs duties as applicable.
 - (ii) Clearing and forwarding charges as applicable.
 - (iii) Local Transportation (shall be arranged from port of discharge to the final destination).

General Note:

- i) BRBNMPL does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity tender or cancel the tender without assigning any reason what so ever.
- ii) BRBNMPL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished,

whether the documents have been properly signed and whether the bids are generally in order.

- iii) **Quoted price should be in words and figures.** Any discrepancy between words and figures, the price in words shall prevail. Insertions, postscripts, additions and alterations shall not be recognized, unless authenticated by the tenderer's signature. In case of discrepancy between unit price and total price/cost, the unit rate will be considered for evaluation.
- iv) All decisions by BRBNMPL on the evaluation of bids will be final and binding on the Bidders and is not subject to any scrutiny
- v) Any effort by a bidder to influence BRBNMPL personnel or representatives on matters relative to the bid under study in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning award of contract may result in rejection of his bid.

Signature of Supplier with Name of the Firm:

Date:

Place:

We confirm that there would not be any price escalation during the supply period. We also confirm that we will abide by all the tender terms and conditions bearing no. 19/CO/GT/2018-19 dated 21st March 2019 for supply of 10 Numbers of Single Head Note Counting Machines for Salboni Press and we do not have any counter conditions.

(Authorised signatory with name and date)

Office Seal/Stamp

PRICE BID FOR SCHEDULE -2

(FOR INDIAN BIDDERS ONLY)

d. Schedule 2 : Single Head Note Counting Machine– Total Quantity – 10 Nos.

Important Note:

- The final price quoted by Indian bidders shall be all inclusive price FOR BRBNMPL, Salboni basis which has to be quoted in Indian Rupees strictly in the below format only. The price shall be inclusive of all duties and taxes, freight, insurance, clearing and forwarding charges, service tax, octroi etc.
- *The bidder shall indicate the prices for all items as per schedule in both figures and words clearly.*

Table A) Price schedule of Supply, Installation, Commissioning, Training and Performance Testing of 10 Numbers of Single Head Note Counting Machines

Sl. No	Description	Qty with unit	Basic Price/ Unit Rs.	P&F Rs.	HSN/ SAC Code	GST/ @ %	GST amount in Rs.	Freight, Insurance, Other Charges If any Rs.	Total Rate Per unit (F.O.R BRBNMPL) Rs.	Total Price for Total Qty. (F.O.R BRBNMPL, Salboni Stores) Rs.
		A	B	C			D	E	F = Sum of B+C+D+E	G= A*F
1)	Single Head Note Counting Machines (Disc type) (As per the specification mentioned in Section VII- Schedule 2)	10 Nos.								
2)	Installation, commissioning, Testing and On-site Training charges etc.	10 Nos.		NA		18%		NA		
3)	Total Price (Sl. No. 1+2) in Rs.									
	Total Price (Sl. No. 1+2) in Words.....									

- HSN/SAC code in the respective column to be mentioned by the bidders. Rate of GST in %

and corresponding price value to be quoted at Sl. No.1 of Table A.

- The bidders have to consider the rate of GST @18% and should quote Installation, commissioning, On-site Training, Performance Testing charges etc. accordingly, at Sl. No.2 of Table 'A'.

Table B) Buy Back Offer of Single Head Note Counting Machines:

Sl No.	Description	Units & Qty (A)	Unit Rate in Rs. (B)	Total Price in Rs. C=A x B
1	Buy Back Offer – Vacuumatic make Single Head Note counting machine (at Salboni Press)	10 Nos.		
2	GST @.....% (*)	10 Nos.		
3	Total Price (Sl.No. 1+2) in Rs.	10 Nos.		
Total Price (Sl.No. 1+2) in Words.....				

*Applicable GST on buy back offer will be borne by successful bidder.

L1 Determination for Indian bidders:

Value of L1 will be considered based on the below mentioned formula **for Indian bidders**.

$$\text{L1} = \text{Total Price of Table A at Sl. No. 3} - \text{Total Price of Table B at Sl. No.3}$$

Important Points

1. Applicable tax deduction at source will be made for installation, commissioning and Training charges and a TDS certificate will be issued.
2. Price with condition(s) shall be liable to be rejected.
3. Price should be quoted strictly as per the above format.
4. Prices should be all inclusive.
5. Conditional discount/rebate etc shall not be considered. In case, discount is offered that should be adjusted in the price and net price should be quoted.
6. The prices quoted shall be firm and no escalation will be considered on the quoted price for any reason what so ever during the currency of the contract.
7. **Other important contractual obligations:**
 - a. The bidder is expected to supply with in the contract price - initial commissioning spares, filters and consumables as may be required during erection, testing, start-up and initial operation of the unit till completion of successful commissioning and commencement of regular production.
 - b. **Bidder shall provide the master list of spare parts, consumables and other accessories with rates, along with the price bid and the same shall remain firm for a period of 3 years from the date of the expiry of warranty.**

- c. The bidder shall give a commitment that they shall provide technical support for the offered systems and accessories and make available required spares and consumables for a period of at least 10 years from the date of expiry of warranty.

General Note:

- i) BRBNMPL does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity tender or cancel the tender without assigning any reason what so ever.
- ii) BRBNMPL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- iii) **Quoted price should be in words and figures.** Any discrepancy between words and figures, the price in words shall prevail. Insertions, postscripts, additions and alterations shall not be recognized, unless authenticated by the tenderer's signature. In case of discrepancy between unit price and total price/cost, the unit rate will be considered for evaluation.
- iv) All decisions by BRBNMPL on the evaluation of bids will be final and binding on the Bidders and is not subject to any scrutiny
- v) Any effort by a bidder to influence BRBNMPL personnel or representatives on matters relative to the bid under study in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning award of contract may result in rejection of his bid.

Signature of Supplier with Name of the Firm:

Date:

Place:

We confirm that there would not be any price escalation during the supply period. We also confirm that we will abide by all the tender terms and conditions bearing no. 19/CO/GT/2018-19 dated 00th March 2019 for supply of 10 Numbers of Single Head Note Counting Machines for Salboni Press and we do not have any counter conditions.

(Authorised signatory with name and date)

Office Seal/Stamp

Section XII: Questionnaire

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

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

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

1. Brief description and of goods and services offered:
2. Offer is valid for acceptance upto
3. Your permanent Income Tax A/ C No. as allotted by the Income Tax Authority of Government of India
Please attach certified copy of your latest/ current Income Tax clearance certificate issued by the above authority.
4. Status:
 - a) Are you currently registered with the Directorate General of Supplies & Disposals (DGS&D), New Delhi, and/ or the National Small Industries Corporation (NSIC), New Delhi, and/ or the present BRBNMPL and/ or the Directorate of Industries of the concerned State Government for the goods quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit imposed on your registration.
 - b) Are you currently registered under the Indian Companies Act, 1956 or any other similar Act?
Please attach certified copy(s) of your registration status etc. in case your answer(s) to above queries is in affirmative.
5. Please indicate name & full address of your Banker(s)
6. Please state whether business dealings with you currently stand suspended/ banned by any Ministry / Deptt. of Government of India or by any State Govt.

.....

(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 Form for EMD

B.G.No. _____

Date _____

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

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

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

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

Date :

Corporate Seal of the Bank

_____ Bank
By its constitutional Attorney

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

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

Section XIV: Manufacturer's Authorization Form

To

.....

.....

(Name and address of BRBNMPL)

Dear Sirs,

Ref. Your Tender document No dated

We, who are proven and reputable manufacturers of (name and description of the goods offered in the tender) having factories at hereby authorize Messrs (name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. (name and address of the above agent) is authorized to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above goods manufactured by us.

We also hereby extend our full warranty, as applicable as per clause 16 of the General Conditions of Contract read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this tender document.

Yours faithfully,

.....

.....

[signature with date, name and designation]

for and on behalf of Messrs
(name & address of the manufacturers]

Note: This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer

SECTION XV :Bank Guarantee Form for Performance Security

_____ [Insert Bank's Name, and Address of Issuing Branch or Office)

Beneficiary _____ [Insert Name and Address of BRBNMPL]

Date:-----

Performance Guarantee No.-----

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

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)

Name and designation of the officer

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

Name and designation of the officer

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

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 Supplier:
2. BRBNMPL's Tender document No. dated and subsequent Amendment No. dated (if any), issued by BRBNMPL
3. Supplier's Tender No. dated and subsequent communication(s) No..... dated (If any), exchanged between the supplier and BRBNMPL in connection with this tender
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as part of this contract:
 - i. General Conditions of Contract;
 - ii. Special Conditions of Contract;
 - iii. List of Requirements;
 - iv. Technical Specifications;
 - v. Quality Control Requirements;
 - vi. Tender Form furnished by the supplier;
 - vii. Price Schedule(s) furnished by the supplier in its tender;
 - viii. Manufacturers' Authorisation Form (if applicable for this tender);
 - ix. BRBNMPL's Notification of Award

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

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

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

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

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

Total value (in figure)

(In words)

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

.....

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

For and on behalf of

Received and accepted this contract

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

Section XVIII: Shipping Arrangements for Liner Cargoes

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

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

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

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

b) SHIPMENTS FROM ADRIATIC PORTS OF EASTERN ITALY AND YUGOSLAVIA

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

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

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

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

(c) SHIPMENTS FROM POLAND & CZECHOSLOVAKIA

(i) IMPORTS FROM POLAND

Shipments under this contract would be made by the National flag lines of the two parties and vessels of third flag conference lines, in accordance with the agreement between the Govt. of the Republic of India and the Govt. of the Polish People's Republic regarding shipping co-operation dated 27.6.1960 as amended up-to-date.

(ii) IMPORTS FROM CZECHOSLOVAKIA

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

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

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

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

(e) SHIPMENT FROM JAPAN

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

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

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

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

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

(g) SHIPMENTS FROM PAKISTAN

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

Shipping arrangements should be made by the Sellers in consultation with Mis Mogul Line Ltd. 16- Bank Street, Fort, Bombay-400 023 (Cable: MOGUL BOMBAY; Telex 011-4049 MOGUL), to whom details regarding contract number, nature of cargo, quantity, port of loading/discharging, name of Government consignee, expected date of readiness of each consignment etc. should be furnished at least six weeks in advance of the required position with a copy thereof endorsed to the Shipping Co-ordination Officer, Ministry of Shipping & Transport (Chartering Wing), New Delhi (Cable : TRANSHART, NEW DELHI ; Telex : VAH—N ND - 2312, 2448 & 3)

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

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

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

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

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

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

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

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

2.0 BILLS OF LADING

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

The Bills of lading should be drawn to indicate "Shipper" and "Consignee" as under:-

SHIPPER: The C.I.F.I.C&F/TURNKEY SUPPLIERS concerned.

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

(ii) F.O.R. SHIPMENTS

The bills of Lading should be drawn to indicate "Shipper" and "Consignee" as under: -

SHIPPER: The F.O.R. suppliers concerned. CONSIGNEE: Suppliers' Indian Agents on order.

Note:-

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

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

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

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

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

BILLS OF LADING

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

SHIPPER: The Government of India.

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

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

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

Section XIX: Proforma of Bills for Payment

(Refer Clause 22.6 of GCC)

Name and Address of the Firm

Bill No _____ Dated _____

Purchase order No _____ Dated _____

Name and address of the consignee

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

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

Dispatch detail RR No. other proof of despatch

Dated (enclosed)

Inspection Certificate No _____ Dated (enclosed)

Income Tax Clearance Certificate No _____ Dated (enclosed)

Modvat Certificate No _____ (enclosed)

Excise Duty Gate pass _____ (enclosed)

Place and Date

Received Rs (Rupees)

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

Signature and Stamp of Supplier

Section XX: Proforma for Pre-contract integrity pact

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

PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made onday of the month of 2019 between on one hand, BRBNMPL through Shri, Corporate Office, Bengaluru on behalf of the Managing Director hereinafter called the “BUYER” which expression shall mean and include unless the context otherwise requires his successors in office and assigns of the First Part andrepresented by..... hereinafter called the BIDDER / SELLER which expression shall mean and include unless the context otherwise requires his successors and permitted assigns of the Second Part.

WHEREAS the BUYER propose to procure 07 Nos. of Double Head Sheet Counting machines (Disc type) and or 10 Nos. of Single Head Note Counting machines (Disc type) for BRBNMPL and the BIDDER / SELLER is willing to offer / has offered to supply 07 Nos. of Double Head Sheet Counting machines (Disc type) and or 10 Nos. of Single Head Note Counting machines (Disc type).

and

WHEREAS the BIDDER is a private company / public company / Government undertaking partnership / registered export agency constituted in accordance with the relevant law in the matter and the BUYER is a Company wholly owned by Reserve Bank of India on behalf of its Managing Director.

NOW THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent free from any influence / prejudiced dealings prior to, during and subsequent to currency of the contract to be entered into with a view to enabling the BUYER to obtain the desired said stores / equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Definitions:

In pursuance of the above Pact, for the purpose of this provision, the Buyer defines the relevant terms set forth therein as under:

- 1) “Contract” means the contract entered into between the Buyer and Bidder (or Tenderer) / Contractor for the execution of work mentioned in the preamble above.
- 2) “Contractor” means the bidder or tenderer whose tender (bid) has been accepted by the Buyer or Company whose tender (bid) has been accepted and shall be deemed to include his/its/their successors, representatives, heirs, executors and administrators unless excluded by the Contract.
- 3) “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;

In order to achieve these goals, the Buyer proposes to appoint one or more External Independent Monitor/s who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

- 4) “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Buyer designed to establish bid prices at artificial, noncompetitive levels; and
- 5) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;
- 6) “External Independent Monitor” means a person, hereinafter referred to as EIM, appointed, in accordance with Section 9 below, to verify compliance with this agreement.
- 7) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Buyer and includes collusive practices among Bidders (Prior to or after bid submission) designed to establish bid prices at artificial, non competitive levels and to deprive the Buyer of the benefits of free and open competition;
- 8) “Party” means a signatory to this agreement.
- 9) “Purchaser or Buyer” means Bharatiya Reserve Bank Note Mudran Private Limited, incorporated under the Companies Act 1956, having their registered Office at Bengaluru 560029 and includes their successors.

- 10) “Bidder or Tenderer” means the person, firm or company submitting a tender (bid) against the invitation to Tender (bid) and includes his/its/their staff, consultants, parent and associate and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers, heirs, executors, administrators, representatives, successors.

1. Commitments of the Buyer

1. The BUYER commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - 1.1 The BUYER undertakes that no official of the BUYER connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process bid evaluation, contracting or implementation process related to the contract.
 - 1.2 The BUYER will during the pre-contract stage treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3 All the officials of the BUYERS will report to the Director (Technical)/Director (Operations) / General Manager of any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

2. Commitments of BIDDERS

- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular, commit itself to the following:

- 2.1.1 The BIDDER will not offer directly or through intermediaries any bribe, gift consideration, reward, favour, any material or immaterial benefit, other advantage, commission, fees brokerage or inducement to any official of the BUYER connected directly or indirectly with the bidding process or to any person, organization or third party related to a contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.1.2 The BIDDER further undertakes that it has not given, offered, promised to give directly or indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with buyer.
- 2.1.3 BIDDERS of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly, the bidders of Indian nationality shall furnish the name and address of the foreign principals, if any.
- 2.1.4 BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary in connection with this bid / contract.
- 2.1.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator / authorized Government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede facilitate or in any way to recommend to the BUYER or any of its functionaries, whether official or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession, facilitation or recommendation.
- 2.1.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payment he has made is commented to or intends to make to officials of the BUYER or their family members agents brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.1.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.

2.1.8 The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.

2.1.9 The BIDDER shall not use improperly for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of the business relationship regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.1.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.1.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.1.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly is a relative of any serving / ex-employees of the officers of the BUYER or alternatively if any relative of any serving / ex-employees of the officers of the BUYER has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term relative for this purpose would be as defined in Section 6 of the Companies Act, 1956.

2.1.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings of transaction directly or indirectly with any employee of the BUYER.

3. Disqualification from tender process and exclusion from future contracts.

3.1 If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Buyer is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

3.2 If the Bidder / Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Buyer is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 1 year and maximum of 3 years.

- 3.3 A transgression is considered to have occurred if the Buyer after due consideration of the available evidence, concludes that no reasonable doubt is possible.
- 3.4 The Bidder/ Contractor accepts and undertakes to respect and uphold the Buyer's absolute right to resort to and impose such exclusion after giving opportunity of hearing to the bidder. This undertaking is given freely and after obtaining independent legal advice.
- 3.5 If the Bidder / Contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Buyer may revoke the exclusion prematurely, provided such systems has been audited by an independent agency.

4. Compensation for Damages

- 4.1 If the Buyer has disqualified the Bidder from the tender process prior to the award according to Section 3, the Buyer is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.
- 4.2 If the Buyer has terminated the contract according to Section 3 or if the Buyer is entitled to terminate the contract according to Section 3, the Buyer shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

5. Previous Transgression

5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country confirming to anti-corruption approach in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

5.2. The BIDDER agrees that if it makes incorrect statement on this subject BIDDER can be disqualified from the tender process or the contract already awarded, can be terminated for such reason.

6. Earnest Money (Security Deposit)

6.1 While submitting commercial bid, the BIDDER shall deposit an amount 2% of the total value of the contract as Earnest Money / Security Deposit, with the BUYER through any of the following instruments:

Bank Draft or a Pay Order in favour of Bharatiya Reserve Bank Note Mudran Private Limited. A confirmed guarantee by an Indian Nationalised Bank promising payment of the guaranteed sum to the BUYER or demand within three working days without any demur

whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

Any other mode or through any other instrument (as specified in the tender document).

6.2 The Earnest Money shall be valid for 45 days beyond the final tender validity period. Security Deposit shall be valid for 60 days after complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER and after completion of warranty period.

6.3 In case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same by assigning reason for imposing sanction to violation of this Pact.

6.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

7. Sanctions for Violations

7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions wherever recurred.

- i) To immediately call off the pre-contract negotiations after assigning any reason. However, the proceedings with the other BIDDER(s) would continue.
- ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall assign reason therefore.
- iii) To immediately cancel the contract if already signed, without giving any compensation to the BIDDER.
- iv) To recover all sums already paid by the BUYER and in case an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for other

stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- v) To encash the advance bank guarantee and performance bond / warranty bond if furnished by the BIDDER in order to recover payments already made by the BUYER along with interest.
- vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money due to the BIDDER.
- vii) To debar the BIDDER from participating in future bidding processes of the buyer for a minimum period of 5 years, which may be further extended at the discretion of the BUYER.
- viii) To recover all sums paid in violation of this Pact by BIDDER(s) any middlemen or agent or broker with a view to securing the contract.
- ix) Any letter of credit, including revolving Letter of Credit, opened by buyer, shall be rendered infructuous from the date of advice of violation by buyer.
- x) Forfeiture of Performance Bond in case of a decision by the BUYER to seek for the forfeiture for imposing sanction for violation of this Pact.

7.2 The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

7.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor (s) appointed for the purposes of this Pact.

8. Fall Clause

8.1. The bidder undertakes that it has not supplied/is not supplying similar product /systems or sub-systems at a lower price than that offered in the present bid in respect of any other customer in India, Ministry /Department of the Government of India or PSU and if it is found at any stage that similar products/systems or such systems was supplied by the

Bidder to any of these entities at a lower price than that very price with due allowance for elapsed time would be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer if the contract has already been concluded.

9. External Independent Monitor-

Name: V.V.R. SASTRY, E-mail: sastryvvr@gmail.com

- 9.1 The BUYER appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 9.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions, neutrally and independently. He reports to the Chairperson of the Board of the Buyer.
- 9.3 The Contractor accepts that the Monitor has the right to access without restriction to all Tender/Contract documentation of the Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to tender/contract documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor with confidentiality, provided that this clause is subject to the general confidentiality clause.
- 9.4 The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 9.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Buyer and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, Independent External Monitor shall give an opportunity to the bidder/contractor to present its case before making its recommendations to the management of the buyer.
- 9.6 The Monitor will submit a written report to the Chairperson of the Board of the Buyer within 8 to 10 weeks from the date of reference or intimation to him by the 'Buyer' and, should the occasion arise, submit proposals for correcting problematic situations.

9.7 Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Chairman as prevailing with Buyer.

9.8 If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, IPC/PC Act and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

9.9 The word 'Monitor' would include both singular and plural.

10. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Book of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

11. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

12. Other Legal Actions

12.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12.2 Changes and supplements as well as termination notices need to be made in writing.

12.3 If the Contractor is a partnership or a consortium this agreement must be signed by all partners or consortium members.

13. Validity

13.1 The validity of this Integrity Pact shall be from the date of its signing and valid for 60 days after complete conclusion of the contractual obligations to the complete satisfaction of both the BUYER and the BIDDER and after completion of warranty period. In case the BIDDER is unsuccessful this Integrity Pact shall expire after conclusion of the tender. If any claim is made/lodged during this time, the same shall

be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman of the buyer.

13.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this integrity pact at ____ on _____.

BUYER

BIDDER

Name of the Officer :

“Authorised signatory of the Bidder”

Designation :

Witness

Witness

1. _____

1. _____

2. _____

2. _____

Annexure-I**Check List for bidders**
[To be submitted along with Technical bid]

Sl.No.	Requirements / Name of the Bidder	To be filled in by Bidders	Details of supporting documents Page No.
1.	Name of the Firm and complete Address and Company profile/Status Private Limited Co./Proprietorship/Partnership		
2.	Tender fee submitted – Rs.2,500/-		
3.	1. EMD submitted for schedule 1 - Rs.8 Lakhs or equivalent Foreign currency with validity up to_____ (165 days from the date of opening of Tender excluding claim period). 2. EMD submitted for schedule 2 - Rs.8 Lakhs or equivalent Foreign currency with validity up to_____ (165 days from the date of opening of Tender excluding claim period).	DD No. Dtd.: Drawee Bank:	
4.	Tender form is submitted with duly signed and sealed.		
5.	Brief description and of goods and services offered		
6.	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.		
7.	Registered with the Directorate General of Supplies & Disposals (DGS&D), New Delhi, and/ or the National Small Industries Corporation (NSIC), New Delhi, and/ or the present BRBNMPL and/ or the Directorate of Industries of the concerned State Government for the goods quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit imposed on your registration. Please attach certified copy(s) of your registration status etc. in case your answer(s) to above query is in affirmative		
8.	Registered under the Indian Companies Act, 1956 or any other similar Act? Please attach certified copy(s) of your registration status etc. in case your answer(s) to above query is in affirmative		
9.	Name & full address of your Banker(s)		
10.	Please state whether business dealings with you currently stand suspended/ banned by any Ministry / Deptt. of Government of India or by any State Govt.		

11.	Letter of Authority for attending a Bid Opening		
12.	Tender validity up to _____ (120 days from the date of opening of Tender)		
13.	GST Registration Details		
14.	PAN/IT		
15. Eligibility	<p>Manufacturers/manufacturers under license or their authorized dealers who are exclusively appointed by the principal manufacturer to represent them in the country shall be eligible to apply or to take part in the bid, one manufacturer can authorize only one dealer. Also, one dealer can represent only one Manufacturer. There can be only one bid from</p> <ol style="list-style-type: none"> The principal / Manufacturer directly or Any of its branch or division or Retailer / sub-dealer <p>Principal / Manufacturer shall meet the qualifying criteria. Retailer / sub- dealer shall furnish necessary details of his business eg., Legal Valid Entity: The Bidders shall necessarily be a legally valid entity. A proof for supporting the legal validity of the Bidder shall be submitted.</p>		
16. Experience and past performance	<p>The firm should have manufactured, supplied, installed and commissioned at least one similar plant and machinery/equipment during the last five years ending as on 28.02.2019.</p> <p>The bidder firm shall submit the credentials regarding experience and past performance to the extent required as per the eligibility criteria.</p> <p>In case of Indian Manufacturers, the past performance and experience shall be relaxed at the discretion of the purchaser with appropriate justification.</p> <p>All experience, past performance and capacity/capability related data should be certified by the authorized signatory of the bidder firm.</p>		
17. Capability – equipment & manufacturing facilities	<p style="text-align: center;"><u>For Schedule 1</u></p> <p>The bidder firm must have an annual capacity to manufacture and supply at least 04 Nos. of Double Head Sheet counting machine with related auxiliary's systems required for operation of the machine.</p> <p style="text-align: center;"><u>For Schedule 2</u></p> <p>The bidder firm must have an annual capacity to manufacture and supply at least 05 Nos. of Single Head Note Counting machine with related auxiliaries systems required for operation of the machine.</p>		

18. Financial standing

Average Annual Turnover

For Schedule 1

Average Annual Turnover of the Bidder firm during last three years should be more than INR 120 Lakhs (Or its equivalent Foreign currency).

For Schedule 2

Average Annual Turnover of the Bidder firm during last three years should be more than INR 120 Lakhs (Or its equivalent Foreign currency).

Note: If the bidder firm is interested in applying for both Schedules 1 & 2, Average Annual Turnover of the Bidder firm should be more than INR 240 Lakhs (Or its equivalent Foreign currency).

For Indian manufacturer, annual turnover criteria may be relaxed.

Similar relaxation may be extended to foreign bidders if they are willing to setup the manufacturing plant in India within two years' time from the date of finalization of agreement. (if they fail, a suitable penalty clause may be incorporated)

Bidder Firm should not have suffered any financial loss for more than one year during the last three years.

The net worth of the firm should not have eroded by more than 30% in the last three years.

All the pages of financial standing data (**including all extract of pages**) should be certified by certified accountant's e.g. Chartered Accounts (CA) in India and Certified Public Accountant / Chartered Accountants of other countries.

The bidders to enclose certified audited balance sheets, financial statements, P/ L accounts and below mentioned details certified by CA/ CPA.

Sl. No	Year	Annual Turnover	Profit/ Loss	Net worth	Remarks
1.	2015-16 or 2015				
2.	2016-17 or 2016				
3.	2017-18 or 2017				

Signature of Certified Accountant:

Name:

Name of Firm:

Reg. No of firm

Membership No.

Place

Date:

19. Preference to make in India	The provisions of the public procurement (preference to make in India) order 2017 dated June 15, 2017 by the department of Industrial Policy and promotion (DIPP), GOI vide circular reference No. P-45021/2/2017-B.E.-II shall apply to this Tender.		
20. Other instructions	The Bidder is required to submit the “Pre contract Integrity Pact” duly filled and signed on all the pages.		
	The intending bidders shall submit all technical details, product catalogues, specifications etc of the proposed systems offered for evaluation.		
	The bidder shall provide the complete details and address of the locations of the manufacturing units of main machine and all the auxiliary units.		
	The bidder shall provide details of supply of similar machines in the past including to neighboring countries of India.		
	Bidder shall note that the purchaser reserves the right to visit the manufacturing facilities of the bidder and the facilities where the bidder has supplied the machinery for verifying the claims of the bidder.		
	Product support, after sales support and infrastructure – Details may be provided. The bidder shall give a commitment that they shall provide technical support for the offered systems and accessories and make available required spares and consumables for a period of at least 10 years from the date of expiry of warranty.		
	The bidders should give a declaration that they have not been blacklisted or debarred for dealing by Government of India or any Government in the past.		
	The documents in support of pre-qualification criteria need to be submitted along with the bid document duly signed by authorized representative of the applicant.		
21. Undertakings/declaration	Bidder should also confirm specifically that a) The signatory is competent and legally authorized to submit the tender and / or to enter into legally binding contract.		
	b) Applicant will absolve the purchaser against any infringement of patent right and other contract provision.		
	c) BRBNMPL, if so desire, can inspect the manufacturer’s works facilities.		
	d) Shall furnish a confidentiality statement		

	Bidder shall comply with the Scope of work & Delivery Schedule – As per Section VI: List of Requirements.		
	<u>Acceptance for Repeat order:</u> BRBNMPL reserves the right to place Repeat order to a maximum of 50% of the last order quantity within 6 months from the date of last supply against previous order and only once. The Successful bidder should hold the same prices, terms and conditions including delivery schedule as per requirement. In such case the item ordered should have been delivered successfully, in the original contract. However, Optional quantity and repeat order altogether will not exceed 50% of the ordered quantity.		
	Bidder shall provide clause wise Technical compliance commentary for the technical specifications indicated in Section VII.		
	The bidder shall ensure that all pages of tender document are duly signed, numbered and sealed for having read and understood all terms and conditions of the tender document		
	<u>The supplier should understand and quote for buy back offer. Buy back offer is compulsory.</u>		
	A declaration that the Bidder is not in the list of blacklisted /debarred firms of any Government Agency anywhere in the world.		
	Undertaking that the bidder is accepting all the terms and conditions of this tender and abides by it without any counter conditions.		
	Undertaking that the information given in the documents is correct and the Bidder is aware that any information provided is found to be false at a later stage BRBNMPL reserves the right to reject / disqualify the Bidder at any stage of the tendering process without assigning any reason.		
	The Company/firm/organization undertakes not to reveal the information in the tender documents to any third party.		
	The operation of the bidder in Pakistan or China, if any, should be suitably firewalled from the contract / operations with Government of India. Bidder shall also declare that no employee who has previously worked or been posted in Pakistan or China in any capacity will be engaged by the Company for this project and also the employees who will be working in this project will not be assigned to work in Pakistan or China.		
	Bidder shall note that, if there is any change in Board of Directors/Key personnel and in ultimate beneficial ownership of 10% and above. The bidder is therefore required to submit an undertaking that any such changes will be intimated without any delay to the Purchaser.		

	<p>A duly signed and stamped confidentiality statement as given below is to be furnished: -</p> <p>“The information(s) contained in the tender document will not, in whole or in part be reproduced, transferred to other documents /electronic media or disclosed to others without written consent”</p>		
	<p>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.</p>		
22. Technical bid	<p>Whether Techno-commercial bid is kept in First sealed cover, superscribing “<u>Part I - Technical Bid</u>” containing following Required EMD amount, Technical Offer along with the cataglouge and brochure of the item along with the following annexures of this tender i.e. <u>Section I to Section X and Section XII to Section XX and Annexure-I (Checklist)</u>. All the above mentioned documents should be signed and stamped and to be submitted as Technical Bid as acceptance of the terms and conditions and required formats to be maintained.</p>		
23. Price bid	<p>a) Whether Price bid (<u>Section XI: Price Schedule</u>) is filled with detailed price break up/ tax applicable, for all the components & signed and is kept in Second sealed cover superscribing “<u>Part II - Price Bid</u>”</p> <p>b) The master list of spare parts, consumables and other accessories required with rates should also be submitted in the second sealed cover. The same shall remain firm for a period of 3 years from the date of the expiry of warranty.</p>		
24. Two part bid	<p>Whether the above mentioned sealed covers (Part I & II) put in another big cover, sealed and superscribed as Offer for ----- -----</p>		
