This notice is being published only as an abundant precaution and is not an open invitation to quote in tender. Participation in this tender is by invitation only and is limited to the selected BRBNMPL's registered bidders from them, who have been sent this tender by post / courier. Unsolicited offers are liable to be ignored.

# LIMITED TENDER ENQUIRY

# BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED PO: RBNML, SALBONI, WEST MIDNAPORE DISTRICT, WEST BENGAL – 721132

Phone No. 0091-03227-280212, 280213, Fax No. 0091-03227-280744, 280222 E-mail: salbonipress@brbnmpl.co.in, website: www.brbnmpl.co.in

**Not Transferable** 

**Security Classification: Non-Security** 

# TENDER DOCUMENT FOR "UNLOADING AND SHIFTING OF OFFSET AND INTAGLIO MACHINES AT BRBNMPL, SALBONI"

Tender No: <b>03/SAL/MAINT /2020-21</b> dated 24/06/2020	
This tender document contains: 45 pages	
The tender document is sold to:	
M/s	
Address	

Details of Contact person in BRBNMPL regarding this tender:

Name: S.Prabhu Kumar,

Designation: Asst General Manager

#### **Address:**

Bharatiya Reserve Bank Note Mudran Private Limited Maintenance Plant Section, PO: RBNML, Salboni West Midnapore District, West Bengal - 721132

Phone: 03227-280743, 03227-280215, 03227-280212/13 (Extn. 4285)

Fax:03227-280744, 280222

Email: sprabhukumar@brbnmpl.co.in

#### **Alternative contact details:**

Shri.D.S.Rao, Manager - Email: dsrao@brbnmpl.co.in

**Phone:** 03227-280212/13 Extn: 4240/4250

 $\label{eq:CHECK LIST}$  (Please fill this check list and attach with technical bid)

Sl. No.	Description	Enclosed	Remarks
1	EMD for Rs.49,000/- as per clause 18 of GIT	Yes/No	
2	Tender Document Section I to Section XIX duly sealed and signed	Yes/No	
3	Technical Bid –Section XII (Duly filled)	Yes/No	
4	Purchase order /Work order copy or completion certificate as proof of experience	Yes/No	
5	Charted Accountant certificate / PL statements certified by charted Account as proof for Financial Soundness (shall highlight Turnover, Net worth and Profit).	Yes/No	
6	Certificate confirming 'Not blacklisted by Govt Departments /BRBNMPL	Yes/No	
7	PAN Card copy	Yes/No	
8	Copy of GST registration certificate	Yes/No	
9	EMD in one sealed cover	Yes/No	
10	Technical Bid in one sealed cover	Yes/No	
11	Price Bid (Section X and XI) in one sealed cover	Yes/No	
12	All the three sealed covers (Sl No-9, 10, & 11) in one sealed cover	Yes/No	
13	Confidentiality statement and Declaration duly signed	Yes/No	
14	National Electronic Fund Transfer Mandate Form duly filled up & signed	Yes/No	

**Seal and Signature of Bidder** 

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# BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED PO: RBNML, SALBONI, WEST MIDNAPORE DISTRICT WEST BENGAL – 721132

Phone No. 0091-03227-280212, 280213, Fax No. 0091-03227-280744, 280222 E-mail: salbonipress@brbnmpl.co.in, website: www.brbnmpl.co.in

#### **Section I: Notice Inviting Tender (NIT)**

**Date:** 24/06/2020

#### Tender No.03/SAL/MAINT/2020-21,

1. Sealed tenders are invited from eligible and qualified tenderers for supply of following goods & services:

Schedule	Brief Description of	Quantity	Earnest	Remarks
No.	Goods / Services	(with	Money	
		unit)	(Rs.)	
	"Unloading & Shifting of		Rs.49,000/-	One lot of Offset machine
1	Offset machines from	03 Lots	(Rupees	consists of Approx 32 Boxes,
	Emergency exit gate near		Forty Nine	Total weight -100.280 MT
	stores to Machine		Thousand	(approx. Box sizes enclosed)
	Installation area"		only)	
	"Unloading & Shifting of			One lot of Intaglio machine
2	Intaglio machines from	04 Lots		consists of Approx 40 Boxes,
	Emergency exit gate near			Total weight - 136.870 MT
	stores to Machine			(approx. Box sizes enclosed)
	Installation area"			

Type of Tender (Two Bid / PQB / EOI / RC / Development / Indigenization / Disposal of Scrap / Security item etc.	Two Bid
Date of Sale of tender documents	From 24/06/2020 to 16/07/2020 during office
	hours
Price of the Tender Document if obtained from website	- N.A
Price of the Tender Document if obtained from office	Rs. 500.00
Closing date and time for receipt of tenders	11:00 Hrs on 17/07/2020
Place of receipt of tenders	Inward Dispatch Section, 1 <sup>st</sup> Floor
	Administrative Building, BRBNMPL, Salboni
Time and date of opening of tenders	11:30 Hrs on 17/07/2020
Place of opening of tenders	Administrative Building, Ground floor,
	BRBNMPL, Salboni
Nominated Person / Designation to Receive Bulky Tender (Clause 21.21.1 of GIT)	AGM (LS-Maint) / Manager (LS-Maint)

- 2. Interested tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website mentioned above for further details.
- 3. Tender documents may be purchased on payment of non-refundable fee of Rs.500.00 (Rupees 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 favour of BRBNMPL, Salboni, payable at Salboni.

- 4. If requested, the tender documents will be mailed by registered post/ speed post to the domestic tenderers, for which extra expenditure per set will be Rs. 100.00 (Rupees Hundred only) for domestic post. The tenderer is to add the applicable postage cost in the non-refundable fee mentioned in Para 3 above.
- 5. Tenderer may also download the tender documents from the website and submit their tender by utilizing the downloaded document.
- 6. Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are dropped in the tender box located at the address given below on or before the closing date and time indicated in the Para 1 above, failing which the tenders will be treated as late and rejected.
- 7. In the event of any of the above mentioned dates being declared as a holiday/ closed day for the purchase organisation, the tenders will be sold / received / opened on the next working day at the appointed time.
- 8. The tender documents are not transferable.
- 9. BRBNMPL reserves the right to accept/reject/cancel any or all tender documents without assigning any reason thereof. BRBNMPL also reserves the right to accept the tender in whole or part. Incomplete documents not submitted in accordance with the directions issued shall be liable for rejection.
- 10. Tenderer shall note that the tender document is kept same for all schedules, if more than one schedule is specified, for administrative convenience. BRBNMPL reserves the right to conclude contract for each schedule independently as per the response and qualification.
- 11. Exemption for MSEs and Startups: The tenderers who are currently registered and shall continue to remain registered during the tender validity period with Central Purchase Organisation (CPO) or as a Micro and Small Enterprise (MSE) as defined in MSEs Order 2012 issued by Ministry of Micro, Small and Medium Enterprises (MSME) or as a Startup as recognised by Department for Promotion of Industry and Internal Trade (DPIIT), are exempted from payment of tender fee and earnest money. In case the tenderer falls in these categories, it should furnish certified copy of its valid registration details (registration with CPO or as a MSE or Startup, as the case may be).

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

#### **Guidelines for filling two-part tender: (if applicable)**

- 1. Part I: First sealed cover should contain the required EMD amount, technical offer (catalogue/brochure/specifications etc.), supportive documents related to eligibility criteria, tax related documents etc. along with ALL annexures of this tender except Section XI (Price Schedule). All the pages included as Tender Document should be legible, neatly numbered and signed by authorized person with official seal of the Firm as acceptance of the terms and conditions. Offers with Counter Conditions are liable for Rejections. This first sealed cover should be clearly super-scribed with "Part I Technical Bid For UNLOADING AND SHIFTING OF OFFSET AND INTAGLIO MACHINES AT BRBNMPL, SALBONI as per Section VI: List of requirement". Any price indication in the Technical Bid will be summarily rejected.
- 2. Part II: Second sealed cover should contain only Section XI (Price Schedule) (duly sealed and signed). Format provided in the tender document for price schedule should be followed and any other format will be liable for rejection. This second sealed cover should be clearly superscribed with "Part II Price Bid For UNLOADING AND SHIFTING OF OFFSET AND INTAGLIO MACHINES AT BRBNMPL, SALBONI as per Section VI: List of requirement".

The above mentioned sealed covers (Part I & II) should be put in another big cover, sealed and super-scribed as "Offer for UNLOADING AND SHIFTING OF OFFSET AND INTAGLIO MACHINES AT BRBNMPL, SALBONI as per Section VI: List of requirement" with due date of opening as 17/07/2020 (date) and should be addressed to The General Manager, Bharatiya Reserve Bank Note Mudran Private Limited, P.O.- R.B.N.M.L, SALBONI, Dist:West Midnapore, PIN – 721132 (West Bengal)

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

For and on behalf of BRBNMPL, Salboni

Sd/-

(S. Prabu Kumar) Asst. General Manager

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

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

#### **PREAMBLE** A

#### 1. Introduction

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

#### 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.

#### **Eligible Tenderers**

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

#### **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.

#### **Tendering Expense**

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

#### TENDER DOCUMENTS В

#### **Content of Tender Documents**

#### 6.1 The tender documents include:

- Section I Notice Inviting Tender (NIT)
- 2. Section II - General Instructions to Tenderers (GIT)
- 3. Section III - Special Instructions to Tenderers (SIT)
- Section IV -General Conditions of Contract (GCC) 4.
- Section V Special Conditions of Contract (SCC)
- 6. 7. Section VI - List of Requirements
- Section VII Technical Specifications
- Section VIII Quality Control Requirements
- Section IX Qualification/ Eligibility Criteria
- Section X Tender Form 10.
- 11. Section XI - Price Schedule

- 12. Section XII - Questionnaire
- 13. Section XIII - Bank Guarantee Form for EMD
- Section XIV Manufacturer's Authorization Form 14
- Section XV Bank Guarantee Form for Performance Security 15.
- Section XVI Contract Form 16.
- 17. Section XVI I: Letter of Authority for attending a Bid Opening
- Section XVIII: Shipping Arrangements for Liner Cargoes 18.
- 19. Section XIX: Proforma of Bills for Payments
- 6.2 The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the abovementioned 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.

#### **Amendments to Tender Documents**

- 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.
- 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.
- 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.

#### Pre-Bid conference

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

#### **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**

- The tender to be submitted by Tenderer shall contain the 10.1 fallowing documents, duly filled in, as required:
- Tender Form and Price Schedule along with list of deviations a) (ref Clause 19.19.4) from the clauses of this SBD, if any.
- 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.
- Documents and relevant details to establish in accordance with GIT clause 17 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the tender documents along with list of deviations if any (ref clause 17.17.3 of GIT).
- Earnest money furnished in accordance with GIT clause 18.18.1 alternatively, documentary evidence as per GIT clause 18.18.2 for claiming exemption from payment of earnest money. and
- Questionnaire as per Section XII.
- 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.

- 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.
- 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.
- 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, interalia, 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, exwarehouse 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 duly 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 pad as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to such taxes and is payable as per the terms of the contract.

# 12.10 Wherever Value Added Tax is applicable, the following may be noted:

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

#### 12.11 Octroi and Local Taxes:

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

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

#### 12.12 Duties/ Taxes on Raw Materials

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

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

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

#### 12.14 Customs Duty:

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

- **12.14.1.** For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 11 shall be followed.
- **12.14.2.** For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 12 shall be followed.
- **12.14.3.** Unless otherwise specifically indicated in this tender document, the terms FOB, FAS, CIF etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris
- **12.14.4.** The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 12) is for the purpose of comparison of the tenders by BRBNMPL and will no way restrict BRBNMPL's right to award the contract on the selected tenderer on any of the terms offered.

#### 13. Indian Agent

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

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

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

only one bid from

The principal manufacturer directly or one Indian

agent on his behalf

The foreign principal or any of its branch/ division Indian/ Foreign Agent on behalf of only one

Principal.

c)

#### 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 supplieriv. 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 Oualifications

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 misguiding data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to BRBNMPL in this regard.

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

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

18.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Central Purchase Organization or as a Micro and Small Enterprise (MSE) as defined in MSEs Order 2012 issued by Ministry of Micro, Small and Medium Enterprises (MSME) or as a Startup as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), are exempted from payment of earnest money. In case the tenderer falls in these categories, it should furnish certified copy of its valid registration details (registration with CPO or as a MSE or as a Startup, as the case may be).

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

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

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

a) Account Payee Demand Draft from any schedule commercial bank in India or

b) Banker's cheque from any scheduled commercial bank in India or

c) Online Bank Transfer (Proof of online transfer to be submitted)

d) Other Electronic Modes of Payment

Debit Card powered by RuPay

Unified Payments Interface (UPI) (BHIM-UPI)

 Unified Payments Interface Quick Response Code (UPI QR Code) (BHIM-UPI QR Code)

e) Bank Guarantee issued/ confirmed by any scheduled commercial bank in India in the proforma given in Section XIII of SBD in case the amount is more than Rs.5 lakh and in case of foreign bidders in GTE/ICB tenders (in equivalent foreign exchange amount)

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

18.6 Unsuccessful tenderers' earnest monies will be returned to them without any interest whatsoever within 15 days of determination of the tenderers as unsuccessful after opening of Price Bid.

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

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

#### 19. Tender Validity

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

19.2 In exceptional cases, the tenderers may be requested by BRBNMPL to extend the validity of their tenders 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 G1T 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 Infirmity / Irregularity / Non-Conformity

If during the preliminary examination, BRBNMPL find any minor infirmity and/ or irregularity and/ or non-conformity in a tender, BRBNMPL may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, BRBNMPL will convey its observation on such 'minor' issues to the tenderer by registered/ 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.

- 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
- 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.
- If, as per the judgment of BRBNMPL, there is any such 284 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.

#### 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.

#### **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.

#### 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.

#### **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.

#### **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**

- Further to GIT Clause 33 above, BRBNMPL 's evaluation of a 35.1 tender will include and take into account the following:
- 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
- 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.
- BRBNMPL's evaluation of tender will also take into account 35.2 the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.
- 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.
- 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.

- 36.1 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 RRRNMPI.

#### **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.

#### 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:-

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

#### **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.

#### AWARD OF CONTRACT

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

#### **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:

Submission of misleading / fraudulent information/ documents by the bidder in their bid

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.

Deliberate attempts to pass off inferior goods or short quantities.

Violation of Fall Clause by Rate Contract holding Firms.

Attempts to influence BRBNMPL's Decisions on scrutiny, comparison, evaluation and award of Tender.

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) n 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 $\ensuremath{\mathsf{BRBNMPL}}$

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 RPRIMADI

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

Not Applicable for this Tender

Yours faithfully,		
( Signature with date.	)	Seal
Name:		

## **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 Special Instructions to Tenderer (SIT). There could be other clauses in SIT as deemed fit.)

SL.	GIT	Topic	SIT Provision
No.	Clause No.	•	
1	1,2,3,4,5,6,	PREAMBLE-Introduction, Language of Tender, Eligible Tenderers, Eligible Goods and Services (Origin of Goods), Tendering Expense, TENDER DOCUMENTS, Amendments to Tender Documents	No Change
2	8	Pre-bid Conference	Not Applicable
3	9	Time Limit for receiving request for clarification of Tender Documents	No Change
4	10,11,12, 13,14,15	Documents Comprising the Tender, Tender Currencies, Tender Prices, Indian Agent, PVC Clause & Formula, Alternative tenders	No Change
5	16	Documents Establishing Tenderer's Eligibility and Qualifications	No Change
6	17	Documents establishing Good's Conformity to Tender document	No Change
7	18	Rarnest Money Deposit (EMD)  Note: Bidders claiming exemption of EMD should furnish valid certificate of registration with CPO or MSE or as a startup, as the case may be, issued by DIC/KVIC/KVIB/ Coir Board/ NSIC/ Directorate of Handicrafts and Handlooms, without fail along with their techno-commercial offer.  The EMD shall be furnished in one of the following forms.  i. Account Payee Demand Draft from any scheduled commercial bank in India.  ii. Banker's cheque from any scheduled commercial bank in India.  iii. Online Bank Transfer (Proof of online transfer should be submitted along with the tender papers and confirmed through F & A)  iv. Other Electronic Modes of Payment Debit Card powered by RuPay  Unified Payments Interface (UPI) (BHIM-UPI)  Unified Payments Interface Quick Response Code (UPI QR Code) (BHIM-UP; QR Code)  v. Bank Guarantee issued/confirmed by any scheduled commercial bank in India in the proforma given in Section XIII of SBD in case amount is more than Rs.5 lakhs.	No Change.

		vi. The demand draft or banker's cheque shall be drawn on any commercial bank in India, in favour of the authority to be specified in SBD (NIT)  vii. The EMD should remain valid for a period of 45	
		days beyond the final tender validity period.	
8	19	Tender Validity	120 days from date of opening of tender.
10	20	Signing and Sealing of Tender Note: The following SIT provision is made with respect to the following clause 20.4. Number of Copies of Tenders to be submitted: One copy only (duplicate copy not required) 20.9: E procurement: Not permitted.	No Change.
11	21,22,23	Submission of Tenders, Late Tender, Alteration and Withdrawal of Tender	No Change
12	24	Opening of tenders  Note: Please read the guidelines for filling up two part bid tender as mentioned in Page 5 above which is described in detail w.r.to clause 24.4	No Change
13	25	Basic Principle	No Change
14	26,27,28, 29,30,31, 32,33,34	Preliminary Scrutiny of Tenders, Minor Infirmity / Irregularity / Non-Conformity, Discrepancy in Prices, Discrepancy between original and copies of Tender, Clarification of Bids, Qualification / Eligibility Criteria, Conversion of tender currencies to Indian Rupees, Schedule-wise Evaluation, Comparison on CIF Destination Basis.	No Change
15	35 to 49	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders, Tenderer's capability to perform the contract, Cartel Formation / Pool Rates, Negotiations, Contacting BRBNMPL, AWARD OF CONTRACT, Award Criteria, Variation of Quantities at the Time of Award, Parallel Contracts, Serious Misdemeanors, Notification of Award, Issue of Contract, Non-receipt of Performance Security and Contract by BRBNMPL, Return of EMD, Publication of Tender Result.	No Change
16	50 to 55	Rate Contract Tenders, PQB Tenders, Tenders involving Purchaser's and Pre-Production Samples, EOI Tenders, Tenders for Disposal of Scrap, Development / Indigenization Tenders	Not applicable to this tender

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

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

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

Definitions; Interpretation and Abbreviations: In the contract, 1. 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;
- "Contractor" or "Supplier" means the individual or the firm supplying the goods and services. The term includes his (ii) employees, agents, successors, authorized dealers, stockists and distributors. Other homologous terms are: Vendor, Firm, Manufacturer, OEM etc.;
- "Drawing" means the drawing or drawings specified in or annexed (iii) to the Specifications:
- (iv) "Government" means the Central Government or a State Government as the case may be;
- The "Inspecting Officer" means the person, or organisation (v) specified in the contract for the purpose of inspection of stores of work under the contract and includes his / their authorised representative:
- "Purchase Officer" means the officer signing the acceptance of (vi) tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser;
- "Purchaser" means BRBNMPL -(vii) the organization purchasing goods and services as incorporated in the documents;
- "Signed" includes stamped, except in the case of an acceptance of (viii) tender or any amendment thereof;
- "Test" means such test as is prescribed by the particulars or (ix) 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;
- The delivery of the stores shall be deemed to take place on delivery (x) of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in the contract -
  - 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.
- "Writing" or "Written" includes matter either in whole or in part, in (xi) manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal, as the case may be.
- Words in the singular include the plural and vice-versa. (xii)
- (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.
- Terms and expression not herein defined shall have the meanings (xv) 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.
- PARTIES: The parties to the contract are the "Contractor" and the (xvi) "Purchaser", as defined above;
- "Tender" means quotation / bid received from a firm / supplier. (xvii)
- "Goods" means the articles, material, commodities, livestock, (xviii) 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.
- "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.
- "Earnest Money Deposit" (EMD) means monetary guarantee to be (xx)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 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.
- "Inspection" means activities such as measuring, examining, testing, analyzing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity. "Day" means calendar day.

#### 1.2 Abbreviations:

1.4	Appreviations:
"AAEC"	means "Appreciable Adverse Effect on Competition" as per Competition Act
"BG"	means Bank Guarantee
"BL or B	/L" means Bill of Lading
"CD	means Custom Duty
"CIF"	means Cost, Insurance and Freight Included
"CMD"	means Chairman and Managing Director
"CPSU"	means Central Public Sector Undertaking
"CST"	means Central Sales Tax
"DDO"	means Direct Demanding Officer in Rate Contracts
"DGS&I	" 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
Incoterm	means International Commercial Terms, 2000 (of ICC)
"L1. L2 e	etc" means First or second Lowest Offer etc.
"LC"	means Letter of Credit
"LD or L	/D" means Liquidated Damages
UT CTU	T 0 1 T 1 .

"LSI" means Large Scale Industry "NIT" means Notice Inviting Tenders. "NSIC"

means National small industries corporation

means Pre qualification bidding "PQB" "PSU" means Public Sector Undertaking "PVC" means Price variation clause

"RC" means Rate contract "RR or R/R" means Railway Receipt

"SBD" or "T means Standard Bid Document / Tender Document D"

"SCC" means Special Conditions of Contract "SIT" means Special Instructions to Tenderers

means Bharatiya Reserve Bank Note Mudran Private "BRBNMPL"

Limited

"SS I" means Small Scale Industry "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
- Competition Act, 2002 as amended by Competition (Amendment Act), 2007
- 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:
- 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 V11 and VIII and in SCC under Section V. in case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

#### 8.3. Packing instructions:

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

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

#### 9. Inspection and Quality Control

9.1. BRBNMPL and / or its nominated representative(s) will, without

any extra cost to BRBNMPL, inspect and/ or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. BRBNMPL shall inform the supplier in advance, in writing, BRBNMPL's programme for such inspection and, also the identity of the officials to be deputed for this purpose.

- 9.2. The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to BRBNMPL's inspector at no charge to BRBNMPL.
- 9.3. If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, BRBNMPL's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to BRBNMPL and resubmit the same to BRBNMPL's inspector for conducting the inspections and tests again.
- 9.4. In case the contract stipulates pre-despatch inspection of the ordered goods at suppliers' premises, the supplier shall put up the goods for such inspection to BRBNMPL's inspector well ahead of the contractual delivery period, so that BRBNMPL's inspector is able to complete the inspection within the contractual delivery period.
- 9.5. If the supplier tenders the goods to BRBNMPL's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to BRBNMPL under the terms & conditions of the contract.
- 9.6. BRBNMPL's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by BRBNMPL's inspector during pre-dispatch 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:
  - 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;
  - b) In case the production of the spare parts is discontinued:
    - 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
  - Training of BRBNMPL's operators for operating and maintaining the goods
  - e) Providing after sales service during the tenure of the contract
  - 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 Dispatch 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):
  - Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;
  - (b) Packing list;
  - (c) Insurance certificate;
  - (d) Railway receipt / Consignment note;
  - (e) Manufacturer's guarantee certificate and in-house inspection certificate:
  - (f) Inspection certificate issued by BRBNMPL's inspector
  - (g) Expected date of arrival of goods at destination and
  - (h) Any other document(s), as and if specifically mentioned in the contract.
- **15.3.** For Imported Goods, within 3 days of dispatch, the supplier will Notify BRBNMPL, consignee and other concerned if mentioned in the contract, the complete details of dispatch and also supply the following documents to them by Courier (or as instructed in the Contract), besides advance intimation by Fax/ email:
  - (a) Clean on Board Airway Bill/Bill of Lading (B/L)
  - (b) Original Invoice
  - (c) Packing List
  - (d) Certificate of Origin from Seller's Chamber of Commerce
  - (e) Certificate of Quality and current manufacture from OEM
  - (f) Dangerous Cargo Certificate, if any.
  - (g) Insurance Policy of 110% if CIF/CIF contract.
  - (h) Performance Bond / Warranty Certificate

#### 16. Warranty

- 16.1 The supplier warrants that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by BRBNMPL in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per BRBNMPL's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 16.2 This warranty shall remain valid for twelve months after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by BRBNMPL in terms of the contract or for fifteen months from the date of dispatch from the supplier's premises for domestic goods (including goods already imported by the supplier under its own arrangement) or for eighteen months after the date of shipment from the port of loading in the source country for imported goods offered from abroad, whichever is earlier, unless specified otherwise in the SCC.
- **16.3.** In case of any claim arising out of this warranty, BRBNMPL shall promptly notify the same in writing to the supplier.
- 16.4. Upon receipt of such notice, the supplier shall, with all reasonable speed (or within the period, if specified in the SCC), repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/ goods after providing their replacements and no claim, whatsoever shall lie on BRBNMPL for such replaced parts/ goods thereafter.
- 16.5. In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/ replaced goods shall be extended to a further period of twelve months from the date such rectified / replaced goods starts functioning to the satisfaction of BRBNMPL.

16.6. If the supplier, having been notified, fails to rectify / replace the defect(s) within a reasonable period (or within the period, if specified in the SCC), BRBNMPL may proceed to take such remedial action(s) as deemed fit by BRBNMPL, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which BRBNMPL may have against the supplier.

#### 17. Assignment

**17.1.** The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with BRBNMPL's prior written permission.

#### 18. Sub Contracts

- **18.1**. The Supplier shall notify BRBNMPL in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.
- 18.2. Sub contract shall be only for bought out items and sub-assemblies.
  - **18.3.** Sub contracts shall also comply with the provisions of GCC Clause 5 ('Country of Origin'').

#### 19. Modification of contract

- 19.1. Once a contract has been concluded, the terms and conditions thereof will generally not be varied. However if necessary, BRBNMPL may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
  - Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for BRBNMPL,
  - (b) mode of packing,
  - (c) incidental services to be provided by the supplier
  - (d) mode of despatch,
  - (e) place of delivery, and
  - (f) any other area(s) of the contract, as felt necessary by BRBNMPL depending on the merits of the case.
- 19.2. In the event of any such modification/ alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/ or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by BRBNMPL, the supplier shall convey its views to BRBNMPL within twenty one days from the date of the supplier's receipt of BRBNMPL's amendment / modification of the contract.
- **19.3. Option Clause:** By a suitable provision in the SCC, the Purchaser may reserve the right to increase the ordered quantity by 25% at any time, till final delivery date of the contract, by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of Delivery Period.

#### 20. Prices

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

#### 21. Taxes and Duties

- 21.1. Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to BRBNMPL.
- **21.2.** Further instruction, if any, shall be as provided in the SCC.
- **22. Terms and Mode of Payment**: Unless specified otherwise in SCC, the terms of payments would be as follows:
- **22.1.** Unless otherwise specified in SCC, usual payment term is 100% on receipt and acceptance of goods by the Purchaser and on

- production of all required documents by the supplier.
- 22.2. For Domestic Goods: Unless otherwise specified in the SCC, payments to suppliers are usually made by account payee cheque or through ECS only.
- 22.2.1. Where the terms of delivery is FOR dispatching Station, the payment terms, depending on the value and nature of the goods, mode of transportation etc. maybe 60% to 90% (as specified in SIT) on proof of dispatch and other related documents and balance on receipt at site and acceptance by the consignee.
- **22.2.2.** Where the terms of delivery is CIF destination / delivery at site/FOR destination, usual payment term is 100% on receipt and acceptance of goods by the consignee and on production of all required documents by the supplier.
- **22.2.3.** Where goods to be supplied also need installation and commissioning by the supplier, the payment terms are generally as under:
  - (a) For a contract with terms of delivery as FOR dispatching station
  - i. 60% on proof of dispatch along with other specified documents
  - ii. 30% on receipt of the goods at site by the consignee and balance
  - iii. 10% on successful installation and commissioning and acceptance by the user department
  - (b) For a contract with terms of delivery as CIF destination/ Delivery at site/FOR destination
    - 90% on receipt and acceptance of goods by the consignee at destination and on production of all required documents by the supplier
  - ii. 10% on successful installation and commissioning and acceptance by the consignee.
  - **22.3. For Imported Goods**: Unless otherwise specified in SCC, payments are made through an irrevocable Letter of Credit {LC}.
    - (a) Cases where Installation, Erection and Commissioning (if applicable) are not the responsibility of the Supplier — 100 % net FOB/FAS price is to be paid against invoice, shipping documents, inspection certificate (where applicable), manufacturers' test certificate, etc.
    - (b) Cases where Installation, Erection and Commissioning are the responsibility of the Supplier — 80% to 90% net FOB/FAS price (as specified in the SCC) will be paid against invoice, inspection certificate (where applicable), shipping documents etc. and balance within 21-30 days of successful installation and commissioning at the consignee's premises and acceptance by the consignee.
    - (c) Payment of Agency Commission against FOB/FAS Contract Entire 100% agency commission is generally paid in Indian Rupees after all other payments have been made to the supplier in terms of the contract.
  - **22.4.** Unless specified otherwise in the SCC, the following general conditions will apply for payment to the supplier.
  - 22.5. The payment shall be made in the currency / currencies authorized in the contract.
  - 22.6. The supplier shall send its claim for payment in writing as perc) 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
- Clean on Bill of lading/ Airway bill/ Rail receipt or any other dispatch document, issued by a government agency (like postal department) or an agency duly authorized by the concerned ministry/ department
- Consignee's Certificate confirming receipt and acceptance of goods
- Dangerous Cargo Certificate, if any, in case of imported goods.
- k) Any other document specified.
- 22.9. While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from BRBNMPL, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to BRBNMPL, BRBNMPL's share out of such refund received by the supplier. The supplier shall also refund the applicable amount to BRBNMPL immediately on receiving the same from the concerned authorities.
- 22.10. In case where the supplier is not in a position to submit its bill for the balance payment for want of 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 GGG clause 28, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions besides any administrative action:

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

- 23.3. If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform BRBNMPL in writing about the same and its likely duration and make a request to BRBNMPL for extension of the delivery schedule accordingly. On receiving the supplier's communication, BRBNMPL shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- **23.4.** When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
  - BRBNMPL shall recover from the supplier, under the provisions of the clause 24 of the General Conditions of Contract, liquidated

damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract

- b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- c) But nevertheless, BRBNMPL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 23.5. The supplier shall not despatch the goods after expiry of the delivery period. The supplier is required to apply to BRBNMPL for extension of delivery period and obtain the same before despatch. In case the supplier despatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against BRBNMPL.

#### 24. Liquidated damages

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

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

- 25.1. Whenever stores are required to be issued to the firm/contractor for fabrication or prototypes or sub-assemblies are issued for guidance in fabrication, these would be issued against appropriate Bank Guarantee as specified in SCC. In addition to the Bank Guarantee, appropriate insurance may be asked if specified in the SCC.
- 25.2. All drawings and samples issued to the contractor in connection with the contract must be returned by him. Final payment will be withheld if this is not done, besides any other sanction deemed fit by BRBNMPL.

#### 26. Termination for default

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

#### 27. Termination for insolvency

**27.1.** If the supplier becomes bankrupt or otherwise insolvent, BRBNMPL reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation,

whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to BRBNMPL.

#### 28. Force Majeure

- 28.1. In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Contractor shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Unless otherwise directed by BRBNMPL in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.
  - **28.2.** Notwithstanding the provisions contained in GCC clauses 23, 24 and 26, the supplier shall not be liable for imposition of any such sanction so long the delay and/ or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
  - **28.3.** In case due to a Force Majeure event BRBNMPL is unable to fulfill its contractual commitment and responsibility, BRBNMPL will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

#### 29. Termination for convenience

- 29.1. BRBNMPL reserves the right to terminate the contract, in whole or In part for its (BRBNMPL's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of BRBNMPL. The notice shall also indicate interalia, 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  $\it /$  or

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

#### 30. Governing language

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

#### 31. Notices

- **31.1.** Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing, The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- **31.2.** The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

#### 32. Code of Ethics

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

- (a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (b) 'Fraudulent practice' means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract:
- (c) "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non competitive levels; and
- (d) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract
- (e) A particular violation of ethics may span more than one of above mentioned unethical practices.
- **32.1.** The following policies will be adopted in order to maintain the standards of ethics during procurement:
  - (a) A proposal for award will be rejected if it is determined that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.
  - (b) A contract will be cancelled if it is determined at any time that BRBNMPL representatives/ officials have directly or indirectly, engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract
  - (c) In case any individual staff is found responsible, suitable disciplinary proceedings should be initiated against such staff under the applicable government conduct rules. The existing provisions under the Indian law including the instructions of Central Vigilance Commission should be followed in this regard.
  - (d) Firms or individuals shall be banned/ blacklisted after following due process, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a BRBNMPL contract, if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a BRBNMPL contract.

#### 33. Resolution of disputes

- **33.1.** If dispute or difference of any kind shall arise between BRBNMPL and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty one days of its occurrence, then, unless otherwise provided in the SCC, either BRBNMPL or the supplier may seek recourse to settlement of disputes through arbitration as per The Arbitration and conciliation Act 1996 as per following clause.
- **33.2. Arbitration Clause:** If both parties fail to reach such amicable settlement, then either party (the Purchaser or Seller) may within 21 days of such failure give a written notice to the other party

requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in difference or of difference of which such written notice has been given and no other matter shall be referred to the arbitration in accordance with the conciliation and arbitration rules of International Chamber of Commerce {ICC}/United National Commission on International Trade Law (UNCITRL) by three arbitrators appointed in accordance with the procedure set out in clause below. The arbitration proceeding shall be held in New Delhi and shall be conducted in English language. All documentation to be reviewed by the arbitrators and/ or submitted by the parties shall be written or translated into English. Venue of arbitration shall be New Delhi. The arbitrator or arbitrators appointed under this article shall have the power to extend time to make the award with the consent of the parties. Pending reference to arbitration the parties shall make all endeavours to complete the contract/work in all respects and all disputes, if any, will finally be settled in the arbitration.

#### 34. Applicable Law

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

#### 35. Secrecy

- 35.1. The Contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, have full knowledge of the Official Secrets Act and any regulations framed thereunder.
- **35.2.** Any information obtained in the course of the execution of the contract by the Contractor,: his servants or agents or any person so employed, as to any matter whatsoever, which would or might be directly or indirectly, of use to any enemy of India, must be treated secret and shall not at any time be communicated to any person.
- 35.3. Any breach of the aforesaid conditions shall entitle the Purchaser to cancel the contract and to purchase or authorise the purchase of the stores at the risk and cost of the Contractor, In the event of such cancellation, the stores or parts manufactured in the execution of the contract shall be taken by the Purchaser at such price as he considers fair and reasonable and the decision of the Purchaser as to such price shall be final and binding on the Contractor.

Yours faithfully,		
( Signature with date.	)	Seal
Name:		

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

The following Special Conditions of Contract (SCC) will apply for this purchase. These Special Conditions will modify / substitute / supplement the corresponding (GCC) clauses.

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

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

S. No	GCC Clause No.	Topic	SCC Provision
		D 1: 136 1:	
1	8.2	Packing and Marking	- N.A
2	11.2	Transportation of Domestic Goods	As per SCC
3	12.2	Insurance	As per SCC
4	14.1	Incidental Services	No Change
5	15	Distribution of Dispatch Documents for	- N.A
		clearance / Receipt of Goods	
6	16.2, 16.4	Warrantee Clause	- N.A
7	19.3	Option Clause	No Change
8	20.1	Price Adjustment Clause	No Change
9	21.2	Taxes and Duties	No Change
10	22, 22.1, 22.2,	Terms and Mode of Payments	As per SCC
	22.3, 22.4, 22.6		
11	24.1	Quantum of LD	As per SCC
12	25.1	Bank Guarantee and Insurance for Material	As per SCC
		loaned to Contractor	
13	33.1	Resolution of Disputes	No Change
14	27.4	Escrow Arrangement	No Change
	36.3.2, 36.3.9	Disposal / Sale of Scrap by Tender	As per SCC

#### 1. PRE-BID VISIT:

The bidders shall visit the plant premises and shall have clear understanding about scope of work, volume of work, requirement of skill levels of workforce etc and any doubt/clarification may be cleared / done before submitting their offers. Any claim of ignorance about the scope of work or responsibility shall not be entertained in later stage.

#### 2. ESTIMATED VALUE:

The estimated value for one Lot of Offset machine and one Lot of Intaglio machine to be unloaded and shifted in first year is Approx. **Rs 24,50,000/-** (Rupees Twenty Four Lakh Fifty Thousand only).

#### 3. QUOTED PRICE:

- a) The quoted price shall be fixed, firm & binding and valid for **Three Years.** Bidder may quote prices for first year One Offset and One Intaglio, second year One Offset and Two Intaglio and third year One Offset and One Intaglio machines.
- b) L1 will be decided on the total price (overall) quoted for all the seven machines. However, work order will be placed on L1 party on year-wise tentatively Two machines in the year 2020-21, Three machines in the year 2021-22 and Two machines in the year 2022-23.
- c) The quoted price shall be inclusive of all taxes, manpower, equipment, insurance, mobilization and demobilization duties, levies etc. all inclusive.

- d) Statutory deductions shall be made at source as per prevailing rules.
- e) GST will be paid at actuals as per prevailing rate.

#### 4. TERMS OF PAYMENT:

- a) 100% Payment shall be made on basis of actual work done (Lot wise) against bill value based on successful completion of each machine work (Lot)
- b) Bill in duplicate may be submitted after successful completion of work (Lot) along with latest copy of GST return. Statutory deductions will be made as per rules.

#### 5. EARNEST MONEY DEPOSIT (EMD):

You are required to furnish EMD along with techno commercial bid in the form of Demand Draft / Banker's Cheque for Rs.49,000/- (Rupees Forty Nine Thousand only) drawn in favour of "Bharatiya Reserve Bank Note Mudran Private Limited" payable at SBI, Note press branch, Salboni (code:3558). Demand Draft / Banker's Cheque should be drawn from any nationalized bank. Tender without EMD shall be liable for rejection. EMD shall be refunded to all the bidders without any interest after finalization of the contract. It may be noted that no interest will be paid while returning EMD/Security deposit. Security deposit amount will be forfeited, if any of the bidders fails or refuses to take up job offer after opening the quotation and becoming the successful bidder due to any reason what so ever without any notice.

EMD shall also be submitted in other forms as given below.

- a) Online Bank Transfer (Proof of online transfer should be submitted along with the tender papers and confirmed through F & A).
- b) Bank Guarantee issued/confirmed by any scheduled commercial bank in India in the proforma given in Section XIII of SBD, in case amount is more than Rs.5 lakhs.
- c) Other Electronic Modes of Payment like

Debit Card powered by RuPay

Unified Payments Interface (UPI) (BHIM-UPI)

Unified Payments Interface Quick Response Code (UPI QR Code) (BHIM-UP; QR Code)

#### 6. VALIDITY OF QUOTATION:

The quotation should be valid for **3 Years** from the date of opening of tender document.

#### 7. TIME SCHEDULE:

Seven lots of Printing machines supplied by M/s Komori Corporation, Japan are expected to be received tentatively within three years. Tentative months during which the machine lots will be received are given below, which again depends on the actual Machine supply by supplier.

- ➤ September 2020 1 lot of Intaglio machine
- ➤ January 2021 1 lot of Offset machine
- ➤ May 2021 1 lot of Intaglio machine
- ➤ September 2021 1 lot of Offset
- ➤ January 2022 1 lot of Intaglio machine
- ➤ May 2022 1 lot of Offset machine
- ➤ September 2022 1 lot of Intaglio machine

Work Order will be placed initially for first year (for one Offset and one Intaglio) and on satisfactory completion, work order will be issued for second year (for one Offset and two Intaglio) and then for third year (for one Offset and one Intaglio). Only one lot of machine will be received at a time and Unloading, Shifting and positioning of each lot of Offset / Intaglio machine at the installation area has to be completed within 21 working days after the arrival of Komori engineers at our site. Actual schedule of work commencement shall be informed 10 days in advance for every lot.

#### 8. LIQUIDATED DAMAGE (LD):

For any delay in completion of job as per scope of work as mentioned and beyond the time specified as above, without any valid reason, liquidated damage at the rate of 0.5% per week or fraction of a week subject to a maximum of 10% of lot value of the contract shall be imposed.

#### 9. SECURITY DEPOSIT:

The successful bidder is required to submit the security deposit amounting to 10% of contract price (including tax) within 21 days upon receiving work order for shifting of Machines every year. The amount is to be deposited by way of crossed demand draft/ pay order drawn in favour of Bharatiya Reserve Bank Note Mudran Private Ltd, Salboni drawn on any nationalized bank. Bank Guarantee may also be submitted in lieu of Security Deposit. The Bank Guarantee shall be kept valid for the contract period plus claim period of 60 days and it may be extended whenever advised to do so. The security deposit shall be released after 15 days of completion of the entire work stipulated for the particular year.

#### 10. MANPOWER:

You shall employ qualified and experienced personnel for the work. You shall be responsible for any damage that may be caused to the existing system due to (i) Lack of knowledge, (ii) Wrong operation, (iii) Mishandling, (iv) Sabotage etc. In such cases, you will be responsible for compensating any damage/accident to men / material during execution of work as per prevailing labour rules.

#### 11. SAFETY & INSURANCE:

The contractor will insure all his employees against injury/death while on duty and will indemnify BRBNMPL against any claim arising out of any accident, injury or death during the course of their duty. The BRBNMPL holds no liabilities in case of any accident or death during working in our premises. The contractor shall provide all the necessary safety gadgets to his workers against all risks related accidents while performing the above mentioned work. The contractors or his staff is not eligible for any compensation from BRBNMPL in this regards. It shall be the sole liability of the contractor only.

#### 12. SECURITY & CONFIDENTIALITY:

- a. Bharatiya Reserve Bank Note Mudran Pvt.Ltd, Salboni is a security organization and the Govt. OF West Bengal has declared its premises as "PROTECTED PLACE". Hence contractor needs to abide by all the security norms of the company during execution of the job. The contractor has to ensure the character and antecedents of the persons deployed. The contractor must be in a position to produce such documents whenever he is asked to do so. Details shall be furnished as per format when called for. The contractor has to issue printed photo identity cards to its workers duly authenticated by the designated security officer of the company.
- b. All the information, technical data, specification and drawings shared by BRBNMPL for the purpose of or in connection with this work are confidential documents of BRBNMPL and contractor shall maintain the confidentiality of those documents.

#### 13. TOOLS, TACKLES & SAFETY EQUIPMENTS:

All the Tools & Tackles, measuring & testing equipment, personnel protective equipment, etc. required for carrying out the subject work have to be supplied by the bidders.

#### 14. TRANSPORT:

Transportation of man and material up to work site will be under the scope of this contract without any additional cost.

#### 15. STATUTORY REQUIREMENT:

- a) The contractor will have to scrupulously follow all prevailing statutory regulations and shall be responsible to fulfill the entire obligation under various government rules.
- b) The contractor shall be responsible for any damage caused to the existing system due to (i) Lack of Knowledge (ii) Improper operation (iii) Mishandling (iv) Intended act by its employee and contractor has to pay entire amount/charges for repair/replacement. In such case the entire expenditure incurred for rectifying or replacing the damaged items will be borne by the contractor. The amount determined by BRBNMPL shall be final and binding. If the contractor fails to carry out the job as per the schedule, a suitable deduction shall be made from the bill. In case any work is left out intentionally or not done within the time frame, the same will be got done through any other contractor and payment shall be made to him by deducting such amount from the bill. An additional amount as may be determined by BRBNMPL shall also be deducted towards penalty. The decision of BRBNMPL in such matters shall be final and binding on the contractor. The contractor shall indemnify to this effect.

#### 16. ACCOMODATION & TRANSPORT:

- a) BRBNMPL may provide residential accommodation subjected to availability, to the contractor at a prescribed rent & other charges fixed by BRBNMPL, from time to time. This shall be provided on specific request of the contractor and shall be allotted as per the standard norms/ rules framed by BRBNMPL to allot such accommodation to the contractor.
- b) You shall make your own transport arrangement for reaching to the work site and for movement within the plant area and accommodation of your staff.

#### **Section VI: List of Requirements**

Schedule	Brief Description	Quantity	Earnest Money	Remarks
No.	of Goods / Services	(with unit)	(in Rs.)	
1	"Unloading and Shifting of Offset machines from	03 Lots	Rs.49,000/- (Rupees Forty	One lot of Offset machine consists of Approx 32 Boxes, Total weight -100.280 MT
	Emergency exit		Nine Thousand	(approx. Box sizes enclosed)
	gate near stores to		only)	
	Machine			
	Installation area"			
	"Unloading and			One lot of Intaglio machine
2	Shifting of	04 Lots		consists of Approx 40 Boxes,
	Intaglio machines			Total weight - 136.870 MT
	from Emergency			(approx. Box sizes enclosed)
	exit gate near			
	stores to Machine			
	Installation area"			

#### Required Delivery Schedule:

1) Though Three Offset and Four Intaglio machines will have to be unloaded and shifted, yearwise delivery schedule is given below.

During 2020-21 - One Offset machine and one Intaglio machine
 During 2021-22 - One Offset machine and two Intaglio machines
 During 2022-23 - One Offset machine and one Intaglio machine

2) Each Lot of work of Unloading, Shifting and Positioning of Offset and Intaglio machines has to be completed within 21 working days after the arrival of Komori engineers at our site. Intimation regarding the requirement will be given 10 days in advance.

Address: BRBNMPL, PO-RBNML, Salboni, West Midnapore, Pin - 721132.

# UNLOADING BOXES SIZE & WEIGHT – OFFSET MACHINE (1 Lot) (Tentative)

S/no	Description	Net Weight	Gross weight	Measurement	Volume in
		(kg)	(kg)	(cm)	Cubic meter
01	Steel Case No:1	21350.00	22300.00	288x292x338	28.424
02	Wooden Case No:2	2120.00	2500.00	228x218x153	7.605
03	Steel Case No:3	2920.00	3350.00	338x228x133	10.250
04	Steel Case No:4	3580.00	4140.00	320x220x189	13.306
05	Steel Case No:5	9130.00	9970.00	243x305x304	22.531
06	Steel Case No:6	9160.00	10000.00	243x305x304	22.531
07	Steel Case No:7	3590.00	4570.00	470x250x226	26.555
08	Steel Case No:8	6750.00	8110.00	558x226x322	40.607
09	Wooden Case No:9	1650.00	2160.00	306x225x167	11.498
10	Wooden Case No:10	2320.00	2890.00	306x225x188	12.944
11	Wooden Case No:11	920.00	1370.00	306x225x148	10.190
12	Wooden Case No:12	1370.00	1940.00	306x225x188	12.944
13	Wooden Case No:13	1050.00	1490.00	298x225x148	9.923
14	Steel Case No:14	2020.00	2730.00	266x250x265	17.623
15	Wooden Case No:15	1690.00	2450.00	268x228x307	18.759
16	Wooden Case No:16	1850.00	2620.00	283x218x307	18.940
17	Wooden Case No:17	990.00	1490.00	223x208x245	11.364
18	Wooden Case No:18	2320.00	2850.00	260x193x240	12.043
19	Wooden Case No:19	360.00	620.00	210x155x152	4.948
20	Wooden Case No:20	410.00	720.00	246x131x197	6.349
21	Wooden Case No:21	380.00	720.00	246x131x212	6.832
22	Wooden Case No:22	1090.00	1340.00	228x162x127	4.691
23	Wooden Case No:23	440.00	820.00	314x148x187	8.690
24	Wooden Case No:24	430.00	510.00	123x101x96	1.193
25	Wooden Case No:25	660.00	740.00	123x101x96	1.193
26	Wooden Case No:26	580.00	660.00	123x101x96	1.193
27	Wooden Case No:27	810.00	1100.00	193x183x169	5.969
28	Wooden Case No:28	820.00	1420.00	313x225x193	13.592
29	Wooden Case No:29	540.00	1060.00	344x228x150	11.765
30	Wooden Case No:30	900.00	1560.00	369x220x201	16.317
31	Wooden Case No:31	190.00	430.00	430x123x85	4.496
32	Wooden Case No:32	1330.00	1650.00	298x138x160	6.580
	TOTAL 32 BOXES	83720.00	100280.00		

# UNLOADING BOXES SIZE & WEIGHT- INTAGLIO MACHINE (1 Lot) (Tentative)

S/no	Description	Net Weight	Gross weight	Measurement	Volume in
		(kg)	(kg)	(cm)	Cubic meter
01	Steel Case No:1	2200.00	3170.00	288x241x379	26.306
02	Steel Case No:2	3930.00	4310.00	245x192x169	7.950
03	Steel Case No:3	27530.00	28720.00	308x296x390	35.556
04	Steel Case No:4	2740.00	3070.00	331x249x83	6.841
05	Steel Case No:5	7320.00	8280.00	350x250x297	25.988
06	Steel Case No:6	2550.00	3420.00	390x228x264	23.475
07	Steel Case No:7	16690.00	17680.00	365x244x300	26.718
08	Steel Case No:8	13610.00	15550.00	624x282x390	68.628
09	Steel Case No:9	3880.00	4790.00	388x262x242	24.601
10	Steel Case No:10	250.00	480.00	170x130x191	4.221
11	Steel Case No:11	190.00	380.00	146x130x186	3.530
12	Steel Case No:12	1540.00	1810.00	176x182x178	5.702
13	Steel Case No:13	720.00	1120.00	246x166x234	9.556
14	Steel Case No:14	1140.00	1550.00	266x181x201	9.677
15	Steel Case No:15	1620.00	2250.00	271x202x284	15.547
16	Steel Case No:16	2590.00	3450.00	363x228x282	23.339
17	Steel Case No:17	700.00	980.00	206x192x151	5.972
18	Steel Case No:18	1470.00	2000.00	310x225x178	12.416
19	Steel Case No:19	2770.00	3330.00	310x225x188	13.113
20	Steel Case No:20	960.00	1380.00	310x225x143	9.974
21	Steel Case No:21	1250.00	1670.00	310x225x143	9.974
22	Steel Case No:22	660.00	1080.00	310x225x143	9.974
23	Steel Case No:23	510.00	780.00	246x148x143	5.206
24	Steel Case No:24	1060.00	1530.00	389x199x143	11.070
25	Steel Case No:25	170.00	220.00	139x100x48	0.667
26	Steel Case No:26	330.00	750.00	421x190x123	9.839
27	Steel Case No:27	1920.00	2460.00	326x174x226	12.820
28	Steel Case No:28	250.00	520.00	179x161x181	5.216
29	Steel Case No:29	680.00	1020.00	208x228x151	7.161
30	Steel Case No:30	180.00	310.00	136x136x113	2.090
31	Steel Case No:31	1910.00	2310.00	228x192x191	8.361
32	Steel Case No:32	980.00	1210.00	184x130x191	4.569
33	Steel Case No:33	1430.00	2060.00	386x225x178	15.459
34	Steel Case No:34	1310.00	1480.00	190x126x131	3.136
35	Steel Case No:35	100.00	130.00	139x60x48	0.400
36	Steel Case No:36	250.00	400.00	154x139x121	2.590
37	Wooden Case No:37	3800.00	4430.00	326x270x176	15.492
38	Wooden Case No:38	4200.00	5200.00	590x228x200	26.904
39	Wooden Case No:39	830.00	960.00	163x146x81	1.928
40	Wooden Case No:40	550.00	630.00	163x102x71	1.180
	TOTAL 40 BOXES	116770.00	136870.00		

### **Section VII: Technical Specification**

Tender No: 03/SAL/MAINT/2020-21

Schedule	Brief Description	Year	Accounting	Quantity	Remarks
No.	of Goods / Services		unit		
1	"Unloading and Shifting of Offset machines from	2020-21	Lot	01	One lot of Offset machine consists of Approx 32 Boxes,
	Emergency exit gate near stores to	2021-22		01	Total weight -100.280 MT
	Machine Installation area"	2022-23		01	(approx. Box sizes enclosed)
2	"Unloading and Shifting of Intaglio machine from	2020-21	Lot	01	One lot of Intaglio machine consists of Approx 40 Boxes,
	Emergency exit gate near stores to	2021-22		02	Total weight - 136.870 MT
	Machine Installation area"	2022-23		01	(approx. Box sizes enclosed)

#### **Scope of Work:**

- 1) Unloading of Offset machine boxes (3 lots) and Intaglio machine boxes (4 lots) from the container/trailer as per the list provided using suitable higher capacity Crane, Hydra, Forklifts, slings, etc. spread over a period of three years.
- 2) List of boxes shown are tentative and provided for one lot of Offset and one lot of Intaglio machines only.
- 3) The unloading work has to be started immediately after container/trailer arrives at BRBNMPL site to avoid demurrage charges, which date will be informed in advance.
- 4) Shifting of boxes to designated places (Offset / Intaglio sections) as shown in the path given as Annexure-I. Number of boxes, their weight and sizes are given in the Annexure-II. Approximate distance the boxes need to be shifted varies from 50metres to 200metres (Average distance to be shifted per box will be around 100metres).
- 5) After shifting the boxes to the designated place, the boxes should be unpacked as per the sequence and placed in the designated location with required orientation specified by M/s Komori Engineers. Also, the opened packing materials should be shifted to designated places for storage.
- 6) In Offset machine lot, Size of largest box will be 558 x 226 x 322 cm (8110kg) and weight of heaviest box will be 22300kg (288 x 292 x 338 cm). In Intaglio machine lot, Size of largest box will be 624 x 282 x 390 cm (15550kg), weight of heaviest box will be 28720kg (308 x 296 x 390 cm).
- 7) All the required tools and tackles to carry out the above job like higher capacity Crane, Hydra, Battery operated Forklift of minimum 4 ton capacity, skid rollers (plain and steering type), pneumatic tools to unwind the packing screws/bolts, 3mm steel plates to match with the skid rollers movement, strap cutters, crow bars, hammers, pipes, etc are under the scope of contractor.

- 8) As seven sets of machines (Offset 3 and Intaglio 4) are to be received over a span of three years, the above shifting and unpacking operation should be carried out in seven instalments which may vary as per the requirement of M/s Komori Corporation and M/s BRBNMPL.
- 9) Though L1 will be decided on the total price quoted for all the seven machines, work order will be placed on L1 party year-wise i.e. Two machines in the year 2020-21, Three machines in the year 2021-22 and Two machines in the year 2022-23.
- 8) Tentative schedule of work commencement shall be informed ten days in advance for all the seven lots of machines. The contractor has to mobilize material and manpower required to execute the job and reach BRBNMPL site well in advance in order to start the job from 08:00 hrs to 17:00 hrs in General Shift.
- 9) Contractor shall employ required trained and skilled operator and helpers to carry out the complete work under the close supervision of the contractor's experienced project manager.
- 10) Standard safety procedure needs to be followed in order to ensure safety of both personnel and material. Personal Protective Equipment should be provided to all the persons engaged by the contractor for the above work.
- 11) Contractor needs to take the workman compensation insurance policy for the above work and a copy of the policy need to be submitted to us before starting the work.
- 12) Time is very important factor to complete each lot of work. In case of failure to complete each lot within time limit, necessary LD clause will be imposed.

In case of any damage to the property of BRBNMPL, due to mis-operation/mis-handling of any of the equipment, BRBNMPL shall not be liable for any damage and contractor needs to compensate as decided by BRBNMPL.

# **Section VIII: Quality Control Requirements**

The supplied services should match with the requirement as per scope of work in Section VII

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

Yours faithfully,

(Seal) Name Signature with date

### Section IX: Qualification / Eligibility Criteria

The tenderer/firm should satisfy the following conditions/ eligibility criteria to be qualified in the process of tender.

#### Financial soundness:

- 1. Average annual financial turnover during the last 3 years ending 31<sup>st</sup> March 2019 should be at least Rs. 7,35,000/- (Attach documentary evidence).
- 2. Bidder firm should not have suffered any financial losses for more than one year during last three years ending on 31<sup>st</sup> March 2019.
- 3. The net worth of the firm should not have eroded by more than 30% in the last three years ending 31<sup>st</sup> March 2019.

#### Work experience:

- 2. Experience of having successfully completed similar works during last 7 years ending on 31<sup>st</sup> March 2020 should be either one of the following,
  - 03 (three) similar completed work should not be less than the amount of Rs. 9.80 Lakhs **OR**
  - 02 (two) similar completed work should not be less than the amount of Rs. 12.25 Lakhs **OR**
  - 01 (one) similar completed work should not be less than the amount of Rs. 19.60 Lakhs

<u>Similar work means</u> "Unloading & Shifting of machineries with material handling equipment with required tools."

- 3. The firm should give a declaration that they have not been black listed / debarred by BRBNMPL / Govt. of India / Any other Govt. organisation.
- 4. Documentary proof for above mentioned experience should be supported with Work Orders received, copies of Invoices raised, etc. Documents like Profit & Loss Statement, Balance sheet, etc should be provided in support of proof.

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

# **Section X: Tender Form**

Date
To The General Manager, BRBNMPL, P.O. RBNML, Salboni-721132 West Midnapore Dist., W.B.
Ref: Your Tender document no. dated 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 sum, as shown in the price schedule(s), attached herewith and made part of this tender.
If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.
We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 6, read with modification, if any, in Section V — "Special Conditions of Contract", for due performance of the contract.
We agree to keep our tender valid for acceptance for a period up to as required in the GIT clause 19, read with modification, if any in Section-III — "Special Instructions to Tenderers" or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.
Dated this day of
For & on behalf of
(Signature with date)
(Name and designation) Duly authorized to sign tender for and on behalf of

#### **Section XI: Price Schedule**

(To be submitted separately in sealed envelope)

To

The General Manager, BRBNMPL, P.O. RBNML, Salboni – 721132 West Midnapore Dist. (W.B.)

Dear Sir,

Sub: <u>Price Bid for Unloading and Shifting of Offset and Intaglio machines at BRBNMPL, Salboni</u> Ref: - Your Tender Enquiry No. 03/SAL/MAINT/2020-21, dated 24/06/2020

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

Sl no.	Item Descriptions	Year	Rate (Rs.)	Qty	Total charges (Rs.)
	Unloading and Shifting of Offset machines from Emergency exit gate near Stores to	2020-21		01 Lot	
01	Machine Installation area (One lot of Offset			01 Lot	
				01 Lot	
	Unloading and Shifting of Intaglio machines from Emergency exit gate near stores to	2020-21		01 Lot	
02	Machine Installation area (One lot of Intaglio	2021-22		02 Lots	
	weight - 136.870 MT & Box sizes enclosed) including all required tools and tackles.	2022-23		01 Lot	
03	Total				
04	GST @				
05	Total Amount				

Total Amount: (In words): Rupees	
•	only

- (i) The price quoted is inclusive of all charges, taxes, GST, duties, levies, labour charges, hiring of special machineries etc.
- (ii) We also confirm that we abide by all the tender conditions and we DO NOT have any counter conditions.
- (iii) In case of revision of GST %, the tax as applicable will be paid at actuals.
- (iv) L1 will be decided based on overall quoted price for three years.

(Signature of the Contractor with name & date) (Seal of the Firm)

### Section XII - TECHICAL BID/QUESTIONNAIRE

From (Name & Address of the bidder):

To The General Manager BRBNMPL, P.O. RBNML, Salboni -721132 West Midnapore Dist. (W.B.)

Dear Sir,

# Sub: Technical Bid for "UNLOADING AND SHIFTING OF OFFSET AND INTAGLIO MACHINES AT BRBNMPL, SALBONI"

Reference: Your Tender No. 03/SAL/ MAINT/2020-21, dated 24/06/2020

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

- 1. Our company's profile.
  - a) Name of the firm with full address of registered office:
  - b) Status of the firm ( Attach Attested copy of registration certificate): Proprietor / Partnership / Regd. Company / Co-op. Society
  - c) Name of Proprietor/Director:
  - d) Telephone No / FAX No:
  - e) E-Mail Address:
  - f) GST Regn. No. (Attach Attested Copy):
  - g) PAN/GIR/TIN No. (Attach Attested Copy):
  - h) Bankers and their Address: (As per attached National Electronic Fund Transfer Mandate Format Page no 43)
  - i) Whether falling within MSME? (Micro, Small and Medium Enterprise), if so please furnish documentary evidence to this effect. (In case documentary evidence to this effect is not furnished it will be presumed that you do not belong to MSME and accordingly shall be taken on record.)
- 2. Documents in support of eligibility criteria:

#### a) Financial Soundness:

Sl.	Description	2016-17	2017-18	2018-19
No				
1	Annual Turnover			
2	Net profit			
3	Net worth of the firm			

(To be filled by tenderer. Please don't write like "attached" or "refer" and certificate issued by the charted accountant in the above format has to be enclosed).

#### b) Experience: (Attach attested copies of work completion certificate).

Sl.	Company Name	Work order No	Details of	Order	Date of
No		& Date	work	Value	completion
1					
2					
3					

(To be filled by tenderer. Please don't write like "attached" or "refer")

- We confirm that we possesses the necessary technical competence and financial resources as mentioned in Section -IX of this tender document, to ensure supply / Service of the tendered item, as per your specifications and delivery schedule. Necessary documents like copies of Work orders, P/L Accounts, Balance Sheets, License copies are enclosed herewith.
- We have never been blacklisted / debarred by BRBNMPL.
- We confirm having been in the business continuously for the last three years. (documentary proof attached)
- We also enclose herewith DD No.\_\_\_\_\_for Rs. \_\_\_\_\_as EMD against this tender.
- 3. We confirm that we have quoted exactly for the tendered product as per your specifications given in Section VII.
- 4. We confirm that the Price bid is quoted exactly as per your format in Section-X &XI and is inclusive of material, labour and all statutory levies, duties, laying, freight, handling, shifting, unpacking charges at your Press.
- 5. We confirm that there would not be any price escalation during the supply period.
- 6. We confirm that we will abide by all the tender terms & conditions and we do not have any counter conditions. As required, we enclose herewith the complete set of copy of tender documents duly signed by us as a token of our acceptance.
- 7. We also confirm that the undersigned is duly authorized and have the competence to sign the contract for and on behalf of the firm.

Thanking you, Yours faithfully,		Seal
( Name Signature with date.	)	

Note: Copies of applicable Documents are attached herewith.

# SECTION XIII: Bank Guarantee Form for EMD Not Applicable

Section XIV: Manufacturer's Authorization Form

Not Applicable

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

	[Insert Bank's Name, and Address of Issuing Branch or
Office) Beneficiary Date:	[Insert Name and Address of BRBNMPL]
Performance Guarantee No	
address of the supplier) (hereinafter	(name and r called "the supplier") has undertaken, in pursuance of contract to supply (description of goods and services) (herein after
you with a bank guarantee by a	alated by you in the said contract that the supplier shall furnish scheduled commercial bank recognized by you for the sum appliance with its obligations in accordance with the contract:
AND WHEREAS we have agreed	to give the supplier such a bank guarantee;
the supplier, up to a total ofundertake to pay you, upon your fitthe contract and without cavil or	firm that we are guarantors and responsible to you, on behalf of (amount of the guarantee in words and figures), and we rst written demand declaring the supplier to be in default under argument, any sum or sums within the limits of (amount of our needing to prove or to show grounds or reasons for your n.
presenting us with the demand. modification of the terms of the documents which may be made bet	of your demanding me said debt from the supplier before We further agree that no change or addition to or other contract to be performed thereunder or of any of the contract tween you and the supplier shall in any way release us from any d we hereby waive notice of any such change, addition or
We undertake to pay BRBNMPL uwithout BRBNMPL having to subs	up to the above amount upon receipt of its first written demand, stantiate its demand.
•	rce for a period of forty five days after the period of tender thereof should reach the Bank not later than the above date.
(Signature of the authorized officer	of the Bank)
Name and designation of the office	or
Seal, name & address of the Bank a	and address of the Branch
Name and designation of the office	e <b>r</b>

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	Contract No dated						
This is in continu	ation to this offi	ce' Notification	of Award No	dated			
1. Name & addres	ss of the Supplie	er:					
2. BRBNMPL's Amendment No.					and subsequent IPL		
	dated	(I		-	communication(s) the supplier and		
documents mention and construed as partial in the construent i	oned under para part of this conti- eneral Conditional ecial Conditional st of Requirement chnical Specifical ality Control Research ander Form furnities Schedule(s) anufacturers' Au	agraphs 2 and 3 ract: as of Contract; as of Contract; nts; cations; equirements; ished by the sup furnished by the	plier; supplier in its to in (if applicable)	o be deemed to ender;	e included in the form and be read		
respectively assign	gned to them obreviations inco	in the conditio orporated under	ns of contract Section - V - 'G	referred to abo	meanings as are ove. Further, the ns of Contract' of		
5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:							
(i) Brief particula are as under:	ars of the goods	and services w	hich shall be su	pplied / provide	ed by the supplier		
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
<ul> <li>(a) Mode(s), stage(s) and place(s) of conducting inspections and tests.</li> <li>(b) Designation and address of BRBNMPL's inspecting officer</li> </ul>
(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 Bhartiya Reserve Bank Note Mudran (P) Ltd PO-RBNML, Salboni Dist- Midnapore West WB-721132

WB-721132		
Subject: Authorization for attending bid openi of	_	(date) in the Tender
Following persons are hereby authorized to at above on behalf of given below:	1 0	
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		

#### 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.

Signatures of bidder with date and seal or Officer authorized to sign the bid documents on behalf of the bidder

# **Confidentiality Statement**

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

Yours faithfully,		
(	)	Seal
Name		
Signature of Bido	ler with date	

# **Declaration**

We confirm that our firm is not been in the list of firms blacklisted by BRBNMPL/Government of India.

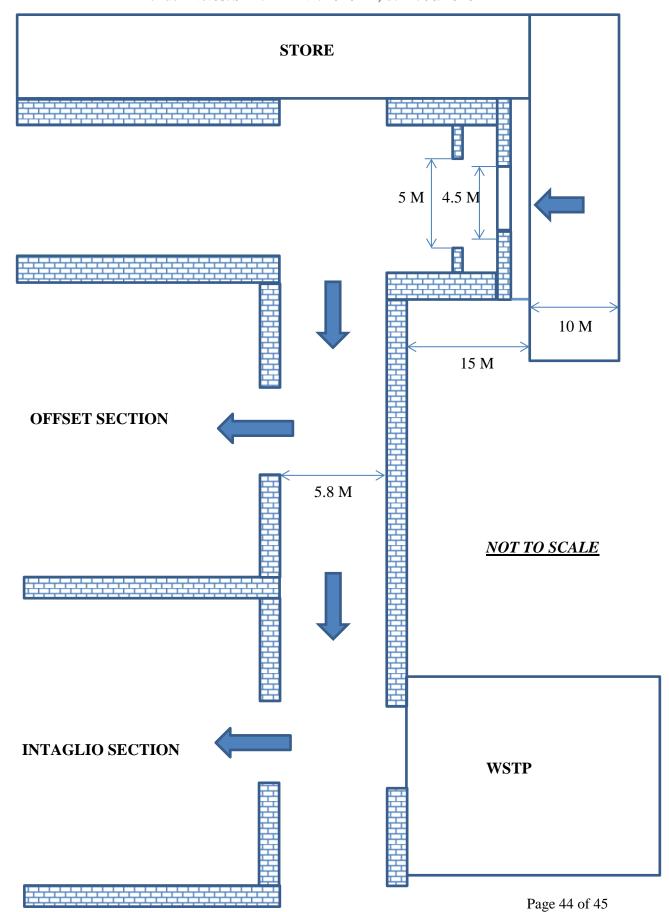
Yours faithfully,			
(	)	Seal	
Name			
Signature of Bidde	er with date		

# NATIONAL ELECTRONIC FUND TRANSFER MANDATE FORM

1	<b>Customers Name</b>	
	Customers Complete Address	
	Customers Telephone & Fax No.	
	Customers E-mail Address	
2	Particulars of Bank Account	
	Name of Bank	
	Branch Name	
	Address of Branch	
	Telephone No. of Branch	
	MICR code number of Bank Branch	
	Type of Account (S.B./ Current/ C.C )	
	ACCOUNT NUMBER	
	RTGS / IFS Code No.	
photo		nder, please attach a blank cancelled cheque or our Bank Pass book issued by your bank for
3	Date of Effect	
delay		we are correct and complete. If the transaction is a complete or incorrect information, I would not
Date:		
Certif	fied that the particulars furnished above a	(
Bank	's Stamp:	
		()
Date:		Signature of the authorized official of the Bank

### OFFSET AND INTAGLIO MACHINES UNLOADING AND SHIFTING LAYOUT

Tender No.03/SAL/MAINT/2020-21, dt 24/06/2020







Scan & Pay Using Any UPI App to

**UPI ID:** brbnmplsalboni@sbi

MERCHANT NAME: B R B N M (P) LTD

