

**BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED***(Wholly owned subsidiary of Reserve Bank of India)*

RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**T.E. No. 040/SAL/PUR/2019-20 - TENDER DOCUMENT FOR SUPPLY OF LDPE SHRINK FILMS**

SAL/FF/MMD/PUR/03

**Bidding Document for National Competitive Bidding (NCB)****(Open Tender)****(Procurement of Goods)**Website : [www.brbnmpl.co.in](http://www.brbnmpl.co.in), Email: [salbonipress@brbnmpl.co.in](mailto:salbonipress@brbnmpl.co.in)**TENDER ENQUIRY No. 040/SAL/PUR/ 2019-20****(NOT TRANSFERABLE)***By Speed post / Courier service/Downloaded from website*

BNM No.: / (S) 07.07.02/TE-040/2019-20	Last Date & Time for submission of tender:	20/09/2019 up to 11.30 AM
Dated: 13/08/2019	Tender opening Date & Time:	20/09/2019 at 11.30 AM
<b>Cost of Tender form:</b> <b>Rs. 500/-</b> (if directly downloaded from website), <b>Rs. 750/-</b> (if obtained from the address given below)	<b>Earnest Money Deposit (EMD):</b>	<b>Earnest Money Deposit (EMD) in Rs.:</b> 1. <b>Rs. 1,34,000/-</b> [for 625 mm width] 2. <b>Rs. 2,41,000/-</b> [for 300 mm width] 3. <b>Rs. 3,75,000/-</b> [for all items] <u>[If bidder wishes to quote for any of the item or combination of the items in Sl. No. 1 &amp; 2 the EMD amount should be submitted accordingly.]</u>

**SUB: ENQUIRY FOR SUPPLY OF LDPE SHRINK FILMS**This tender document contains: **60 Pages**

The tender document is sold to/ downloaded by [Name of bidder]:

M/s. \_\_\_\_\_

Address \_\_\_\_\_

Details of Contact person in BRBNMPL regarding this tender:

Name, -Shri K. DINAKAR

Designation: - Asstistant General Manager

- Dr. N. Krishnaswamy

Dy. General Manager

Address for communication:

**The General Manager,****Bharatiya Reserve Bank****Note Mudran (P) Limited****Salboni, Dist- Midnapore(West)****Pin- 721 132, West Bengal****Phone No. 03227-280176 & 280317; Fax: 03227-280744; 03227-280222****Email: [salbonipress@brbnmpl.co.in](mailto:salbonipress@brbnmpl.co.in)**

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**T.E. No. 040/SAL/PUR/2019-20 - TENDER DOCUMENT FOR SUPPLY OF LDPE SHRINK FILMS****SAL/FF/MMD/PUR/03****List of Contents**

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Section II	General Instructions for Tenderer (GIT)	please refer our website: <a href="http://www.brbnmpl.co.in">www.brbnmpl.co.in</a> under 'Downloads' Section.
Section III	Special Instructions to Tenderers (SIT)	<b>Enclosed</b>
Section IV	General Conditions of Contract (GCC)	please refer our website: <a href="http://www.brbnmpl.co.in">www.brbnmpl.co.in</a> under 'Downloads' Section.
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Section XIV	Manufacturer's Authorization Form	To be downloaded from website: <a href="http://www.brbnmpl.co.in">www.brbnmpl.co.in</a> under 'Downloads' Section.
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Section XVII	Shipping Arrangements for Liner Cargoes	Not Applicable for this Tender
Section XVIII	Letter of Authority for attending a Bid Opening	To be downloaded from website: <a href="http://www.brbnmpl.co.in">www.brbnmpl.co.in</a> under 'Downloads' Section.
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**T.E. No. 040/SAL/PUR/2019-20 - TENDER DOCUMENT FOR SUPPLY OF LDPE SHRINK FILMS**

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**Section I: Notice Inviting Tender (NIT)****TENDER ENQUIRY No. 040/SAL/PUR/ 2019-20**

(NOT TRANSFERABLE)

**Sub: Enquiry for Supply of LDPE Shrink Films**

Dear Sirs,

The General Manager, BRBNMPL, Salboni, invites sealed tenders from manufacturers of the tendered item **in the enclosed formats under two bid system (Techno- commercial bid and Price bid)** for supply of materials as per details given below:

Schedule No.	Item Description	Qty. (Approximate requirement, on deferred supply basis)	EMD (Item wise) **
1	LDPE Shrink Film 625MM, 90 Micron, (Variety - 1)	46,250 Kgs.	Rs. 1,34,000/-
2	LDPE Shrink Film 300MM, 50-55 Micron, (Variety- 2)	83,250 Kgs.	Rs. 2,41,000/-
Total Quantity:		1,29,500 Kgs.	Rs. 3,75,000/-

**\*\* [If bidder wishes to quote for any of the items or combination of the items in Schedule No. 1 & 2 the EMD amount should be submitted accordingly.]**

**Note:** *Approved Sample pieces of LDPE Shrink Film of various sizes and specifications [Purchaser's sample] is available in Purchase section for reference.*

- The quantity mentioned above is a tentative requirement. The quantity may be increased / decreased as per the actual requirement.**
- The supplier shall effect delivery to site as per the delivery schedule submitted by the press and not later than 30 days from the date of receipt of delivery schedule and the first consignment shall be supplied immediately or within 21 days from the date of placement of purchase order. The suppliers should ensure that they would be able to supply good quality LDPE Shrink Film of various sizes and specifications strictly as per our specification to meet our requirement.
- Tender documents may be purchased on payment of non-refundable fee of **Rs.500/-** (if directly downloaded from website), per set in the form of account payee demand draft/ Banker's cheque, drawn in favour of Bharatiya Reserve Bank Note Mudran (P) Ltd., Salboni payable at par at **State Bank of India, Salboni (Code No: 3558)** drawn from any branch of SBI in India. If drawn from any Associate Banks of SBI or any other scheduled Commercial Bank in India, it should be payable at par at Midnapore. If requested, the tender documents will be mailed by registered post/speed post/Courier to the tenderers for which **extra charge per set will be Rs. 250/-** for domestic post, i.e., **Rs. 750/-** (if obtained from the address given below).

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**T.E. No. 040/SAL/PUR/2019-20 - TENDER DOCUMENT FOR SUPPLY OF LDPE SHRINK FILMS****SAL/FF/MMD/PUR/03**

Type of Tender (Two Bid / PQB / EOI / RC / Development / Indigenization / Disposal of Scrap / Security item etc.	<b>Two Bid System</b>
Date of Sale of tender documents	From <b>13/08/2019</b>
Price of the Tender Document	<b>Rs.500/-</b> (if directly downloaded from website), <b>Rs.750/-</b> (if obtained from the address given below)
Place of sale of tender documents	Purchase Section, Bharatiya Reserve Bank Note Mudran (P) Limited, RBNML (PO), Salboni -721 132, West Midnapore (Dist.). (OR) Can be downloaded from our website <a href="http://www.brbnmpl.co.in">www.brbnmpl.co.in</a> , in which case Price of tender document should be enclosed along with your offer.
Closing date and time for receipt of tenders	<b>20/09/2019 upto 11.30 hrs.</b>
Place of receipt of tenders	Administrative Building, Bharatiya Reserve Bank Note Mudran (P) Limited, RBNML (PO), Salboni -721 132, West Midnapore (Dist.).
Time and date of opening of tenders	<b>20/09/2019 at 11.30 hrs.</b>
Place of opening of tenders	Administrative Building, Bharatiya Reserve Bank Note Mudran (P) Limited, RBNML (PO), Salboni -721 132, West Midnapore (Dist.).
Nominated Person / Designation to Receive Bulky Tender	Assistant General Manager (MMD) / Deputy General Manager (MMD) Bharatiya Reserve Bank Note Mudran (P) Limited, RBNML (PO), Salboni -721 132, West Midnapore (Dist.).

4. **Scope of Work:** The Scope of work includes supply of LDPE Shrink Film of various sizes and specifications as per the technical specification of the tender, to BRBNMPL, Salboni.
5. **Rate Validity:** Rates quoted should be in the enclosed format "Section XI: Price Schedule" on the basis of delivery at our stores (FOR BRBNMPL, Salboni) but a clear price break-up in respect of Basic Price of material, Packing & Forwarding Charges, GST as applicable, Freight, Insurance & other charges (if any), Delivery Schedule, Transit insurance, should be categorically mentioned in the quotation. **Unloading charges if any, at our site shall be borne by BRBNMPL.** Failure to supply at the quoted rate due to reason whatsoever may invite blacklisting from our Vendor list and forfeiture of Security Deposit. Weight of the cardboard/plastic core shall be deducted while calculating the net weight of material. **Offer/ Rate other than for Raw material quoted should remain valid for at least one year from the date of placing the Purchase Order for supply of material on deferred supply basis.** However, quotation should be valid for a minimum period of 120 days from the date of opening of tender. [Also refer to price variation clause].

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6. Interested tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website: [www.brbnmpl.co.in](http://www.brbnmpl.co.in) for further details.
7. Tenderer may also download the tender documents from the web site and submit its tender by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above.
8. 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.
9. 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.
10. The tender documents are not transferable.

Yours faithfully,

For & on behalf of BRBNMPL,

(K. DINAKAR)

Assistant General Manager

Bharatiya Reserve Bank Note Mudran (P) Limited

Salboni, Dist- Midnapore(West); Pin- 721 132, West Bengal

Telephone: 03227-280176; Fax: 03227- 280222/744

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

**Intending bidders may see purchaser's approved sample available in Purchase section during Office hours on any working day to understand the item to be supplied. Successful bidders may be asked to supply samples for trial and acceptance prior to bulk supply.**

1. Please send your competitive bidding in sealed covers superscribed as **"Tender for Supply of LDPE Shrink Films of various sizes"** against **Tender Enquiry No. 040/SAL/PUR/2019-20 dated 13/08/2019 to reach us on or before 11.30 Hrs on 20/09/2019** with the following **separate two sealed covers inside:**
  - a) The **first sealed cover** (Techno-commercial bid) should have all the sections I to X , XII to XVIII, and IX & XX duly filled and signed by authorized signatory of the bidder along with supportive documents for technical & other details offered by the tenderer as per the proforma at 'Section X – Tender Form including Compliance Statement', Section XII – Questionnaire , Documents in support of Qualification /Eligibility Criteria (Section IX) along with requisite EMD and Cost of Tender with superscription of "TECHNICAL BID. No information of Price should be mentioned in this part.
  - b) The **second sealed cover** (Price bid) should have Price details offered by the tenderer as per the proforma at 'Section XI – Price Schedule' with superscription 'PRICE BID'.
  - c) BIDS submitted not in accordance with the above guidelines will be liable to be rejected.
2. The Techno-commercial bid **will be opened at 11.30 Hrs on 20/09/2019** in the presence of available tenderers or their authorized representatives. On acceptance of technical bid, Price bid of the technically qualified tenderers will be opened later, which will be informed accordingly. Tender will be finalized on Schedule wise L1 rates.
3. **Tender Price: Rates quoted should be on the basis of delivery at our site (F.O.R. BRBNMPL. Salboni) and the basic rate, Freight / Insurance, taxes and duties, levies, discounts etc. should be clearly indicated in your offer.[Also refer clause for 'Compensation for Escalation of Raw Material Prices'].**
4. **Rate Validity: Rate quoted should remain valid for at least 120 days from the date of opening of the tender. The quoted rate other than for Raw material should remain firm and fixed for the supply period of one year without any escalation whatsoever (except Statutory Payments against submission of documentary evidence) from the date of opening of the Commercial Bid and the supplies should be made as per our delivery schedules/purchase orders placed on you time to time. However, General Manager, BRBNMPL, Salboni reserves the right to cancel/discontinue this contract at any point of time, without assigning any reason thereof. The quantity mentioned above is only indicative but not exhaustive, actual quantity may vary as per annual needs.**
  - b) On placing the purchase order, the material should be supplied on deferred supply basis as per the delivery schedule given by us.
5. **Compensation for Escalation of Raw Material Prices: Increase / decrease only beyond 5% (on ground of) increase / decrease in raw material prices will be adjusted on pro-rata basis on the raw material component, effective for delivery after 15 days of announcement. On no other account increase/decrease in the price will be given during contract period. To claim compensation for escalation, the basic rate of raw**

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**material as on 13/08/2019 should be mentioned separately with supporting authenticated documents. All requests for increase/decrease should be substantiated with authenticated documentary support, or else it shall not be considered. The cash price list declared by e.g., IPCL/Reliance or any other reputed manufacturer may be considered for price revision. [Details of Price components may be provided along with the price-bid in a separate sheet to arrive at the price fluctuation of raw material]. This adjustment shall be made compulsorily on the lowest quote of the successful bidders to whom order may be issued. Hence, tenderers shall enclose copy of current price list of M/s IPCL/Reliance/any other manufacturer as applicable to the bidder for the particular variety of Raw Material used by the bidder.**

**In case bidders furnish variable component pertaining to different dates, then the applicable rates as on date of issue of this tender paper i.e., 13/08/2019 shall be considered for comparison.**

**Illustration :-** If the Raw material cost is Rs 100/- , then for Increase/ Decrease up to 5%. i.e Rs 95/- to 105/- , no compensation for escalation or vice versa shall be made. However , during currency of the contract , if the raw material cost increases by more than 5% i.e above Rs. 105/- ,say Rs. 107/- , then payment shall be made by considering basic raw material cost as Rs.107/- . Similarly, during currency of the contract , if the raw material cost decreases by less than 5%, ie. below Rs. 95/- say Rs 93/- , then payment will be made by taking into consideration the raw material cost as Rs. 93/- . The above illustration is made for better understanding of the implementation of the Price Variation clause.

6. **Delivery:** The supplier shall effect delivery to site as per the delivery schedule submitted by the press and not later than 30 days from the date of receipt of delivery schedule and the first consignment shall be supplied immediately or within 21 days from the date of placement of purchase order. The suppliers should ensure that they would be able to supply good quality LDPE Shrink Film of various sizes and specifications strictly as per our specification to meet our requirement.
7. **Sample:** No sample needs to be submitted along with the bid. However, the quotation should be for the required item only. Successful bidders shall be asked to supply pilot samples for trial and acceptance prior to bulk supply. An approved sample of LDPE Shrink Film of various sizes and specifications is available in Purchase section, BRBNMPL for reference and it can be visually inspected during Office hours on working days.
8. **a) Optional Quantity:** BRBNMPL reserves the right for optional quantity up to a maximum of 25% of tendered quantity.  
**b) Repeat Order Quantity:** In addition to optional order clause, BRBNMPL reserves the right to procure up to 50% of the ordered quantity with the same price, terms and conditions of the tender as mutually agreed between supplier and Purchaser. However both option clause and the repeat order clause together shall not exceed 50% of the ordered quantity.
9. **Payment Terms:**
  - a. No Advance Payment shall be made.
  - b. Payment shall be made on receipt and acceptance of the ordered material at BRBNMPL along with Tax Invoice and other required documents. Payment shall be released through RTGS/NEFT only. Bank Mandate as per our format should be

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submitted along with Technical Bid. Statutory Deductions as applicable will be deducted from the gross bill amount.

- c. Successful bidder has to submit a copy of latest GST Return along with the bill/invoice, Declaration & Certificate of Input Tax Credit as per Annexure C1 & C2, failing which payment cannot be released.

10. **E.M.D:** EMD as applicable (item wise or combination of the items in Schedule No.1 and 2 as stated above in the table) has to be submitted accordingly. EMD is payable in the form of Demand Draft/Banker's Cheque/Fixed Deposit drawn in favour of Bharatiya Reserve Bank Note Mudran (P) Ltd., Salboni payable at State Bank of India, Salboni (Code No: 3558) drawn from any branch of SBI in India. If drawn from any Associate Banks of SBI or any other scheduled Commercial Bank in India, it should be payable at par at Midnapore.

- a) Please refer GIT Clause 18 under Section II.  
b) In case E.M.D is not submitted along with the tender, the offer will be liable for rejection. However, please note DGS&D / NSIC, registered firms are exempted from submission of requisite EMD subject to submission of valid certificate

In case bidder opts for submitting EMD/SD in the form of FD (Fixed Deposit), the bidder have to submit the Annexures B1, B2 & B3, as directed below.

- a) Lien on Fixed Deposit should be noted in favour of "Bharatiya Reserve Bank Note Mudran (P) Limited, Salboni".  
b) The fixed deposit should be endorsed by the bidder in the name of company, at the backside by stating that "If We are endorsing this FD in favour of Bharatiya Reserve Bank Note Mudran (P) Ltd., Salboni" (the endorsement should be duly signed by the depositor/s).  
c) The FD should be accompanied with authority letter from the bidder, addressed to BRBNMPL Salboni, authorizing unconditional encashment of FD as per the format given in Annexure-B-1.  
d) The FD should be accompanied with CC copy of authority letter from the bidder, addressed to Branch Manager of the FD issuing bank, authorizing BRBNMPL, Salboni for unconditional encashment of FD as per the format given in Annexure-B-2.  
e) The FD should be accompanied with letter from the Branch Manager of the FD issuing bank, confirming lien in favour of BRBNMPL, Salboni & unconditional encashment of FD as per the format given in Annexure-B-3.

The EMD amount of unsuccessful bidders shall be returned without any interest upon finalization of the tender.

- a) **In case E.M.D is not submitted along with the tender (Techno-commercial bid), the offer will be liable for rejection.** However, please note DGS&D / NSIC, registered firms are exempted from submission of requisite EMD. The requisite documents like Registration Certificate along with valid Stores list should be submitted by DGS&D/NSIC registered firms for claiming exemption in EMD.

11. **Security Deposit:** Within twenty-one days after the issue of notification of award by BRBNMPL, the supplier shall furnish Security Deposit to BRBNMPL for an amount equal to 10% of the Order Value till the supplies against the order is completed. [Please refer GCC Clause 6 under Section IV].



12. **Liquidated Damages:** If the supplier fails to deliver any or all of the goods within the time frame (s) [delivery schedule] incorporated in the contract, BRBNMPL shall, under the contract deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% of the delivered price of the delayed goods [value of quality for which delivery is delayed] for each week of delay or part thereof until actual delivery, subject to a maximum deduction of 10%. *[Please refer GCC Clause 24 under Section IV]*
13. **Split Order Clause / Parallel Contracts:** BRBNMPL reserves the right to execute parallel contract for the same item apart from the contract/s executed from this tender. *[also refer GIT clause 43, Parallel contracts].*
- Order will be issued to item wise L1 bidders. **Due to the critical and vital nature of the item, to ensure steady and un-interrupted supply, BRBNMPL reserves the right to split the contract of the total tentative quantity between L1 and the next agreeable lowest bidder/s, at L1 rates in the ratio as detailed below. Accordingly, parallel contracts shall be executed.**
- i. In case of two parties, 70:30
  - ii. In case of three parties, 50:30:20
14. Bidders can quote for any one item, combination of item or all the items. EMD and eligibility criteria shall be applicable accordingly as already mentioned under table for EMD and Eligibility criteria in Section IX of the tender.
15. BRBNMPL does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting/rejecting the whole or any part of the tender or portion of the quantity tendered without assigning any reason thereof.
16. **Rejection of Materials:** *"If the material is rejected for any reason, party should replace the items at its own cost and risk. The rejected material should be collected once intimated. If rejected material is not lifted within the final date given by us ", the following will be the course of action taken to dispose off the same:*
- i. *Material will be shifted to scrap location where quality may further deteriorate.*
  - ii. *Charges may be claimed from the date of last reminder from the party as rent for occupying store space and handling charges and this amount will be deducted from any amount due to party like EMD, SD and pending bills.*
  - iii. *Materials may be disposed off as scrap along with other scrap materials and the sale proceeds after recovery of expenses, if any will be send to the party.*
17. **E-Waybill:** For outside state suppliers E-Way bills shall be issued. E-Waybill shall be dispatched on specific request. A signed copy of the E-Waybill should be available with the transporter when the material is dispatched. Responsibility of showing the valid waybill to the concerned authorities during transit of the material lies with the supplier or his authorized transporter. Suppliers have to provide the details of waybill utilisation, mentioning the invoice No., date etc., against each waybill periodically for our convenience and record purpose.
18. **Pre-Contract Integrity Pact:** Bidders shall invariably submit duly filled and signed (along with the sign of witnesses) "Pre-Contract Integrity pact "along-with this tender (part I) documents and it forms a part of the contract. The format for the same is annexed in Section XX along with this tender .
19. **Parties who have been black listed /Debarred by BRBNMPL/PSU or any Govt. Departments are not eligible for submission of this tender**

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- 20. Supply:** Successful bidder has to deliver the material at our General Stores, BRBNMPL, Salboni. During delivery, a copy of the Purchase Order along with Challan and Tax invoice should be available with the person accompanying the material. The vehicles carrying the material should have proper papers including registration of vehicle and valid license of the driver. All security norms as applicable to be followed.
- 21.** If the tenderer is registered under DGS & D/ NSIC, they have to clearly mention and submit a copy of supporting documents including "Stores list". In absence of any such declaration, tenderer shall be considered as not registered under DGS&D/ NSIC. *Necessary documents like stores list and copies of registration certificates should be submitted by such firms.*
- 22.** Copies of Certificates / Documents related to GST Registration / PAN & Professional Tax Certificate etc., to be provided along with the Techno-commercial Bid.
- 23. No counter condition shall be accepted.**

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**Section II: General Instructions to Tenderer (GIT)****Part I: General Instructions Applicable to all Types of Tenders****A PREAMBLE****1. Introduction**

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

**2. Language of Tender**

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

**3. Eligible Tenderers**

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

**4. Eligible Goods and Services**

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

**5. Tendering Expense**

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

**B TENDER DOCUMENTS****6. Content of Tender Documents****6.1 The tender documents includes:**

1. Section I - Notice Inviting Tender (NIT)
2. Section II - General Instructions to Tenderers (GIT)
3. Section III - Special Instructions to Tenderers (SIT)
4. Section IV -General Conditions of Contract (GCC)
5. Section V - Special Conditions of Contract (SCC)
6. Section VI - List of Requirements
7. Section VII - Technical Specifications
8. Section VIII - Quality Control Requirements
9. Section IX – Qualification/ Eligibility Criteria
10. Section X - Tender Form
11. Section XI - Price Schedule
12. Section XII - Questionnaire
13. Section XIII - Bank Guarantee Form for EMD
14. Section XIV - Manufacturer's Authorization Form
15. Section XV - Bank Guarantee Form for Performance Security
16. Section XVI - Contract Form
17. Section XVI I: Letter of Authority for attending a Bid Opening
18. Section XVIII: Shipping Arrangements for Liner Cargoes
19. Section XIX: Proforma of Bills for Payments
20. Section XX: Pre-Contract Integrity Pact

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

**7. Amendments to Tender Documents**

- 7.1 At any time prior to the deadline for submission of tenders, BRBNMPL may, for any reason deemed fit by it, modify the tender documents by issuing suitable amendments) to it.
- 7.2 Such an amendment will be notified in writing by registered/ speed post or by fax / telex / e-mail, followed by copy of the same by suitable recorded post to all prospective tenderers, which have received the tender documents and will be binding on them.
- 7.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, BRBNMPL may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

**8. Pre-Bid conference**

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

**9. Clarification of Tender Documents**

A Tenderer requiring any clarification or elucidation on any issue of the tender documents may take up the same with BRBNMPL in writing or by fax ! e-mail! telex. BRBNMPL will respond in writing to such request provided the same is received by BRBNMPL not later

than twenty one days (unless otherwise specified in the SIT) prior to the prescribed date of submission of tender. Copies of the query and clarification shall be sent to all prospective bidders who have received the bidding documents.

## **C PREPARATION OF TENDERS**

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

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

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

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

10.2 A tender, that does not fulfill any of the above requirements and / or gives evasive information / reply against any such requirement, shall be liable to be ignored and rejected.

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

### **11. Tender currencies**

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

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

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

### **12. Tender Prices**

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

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

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

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

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

- a) The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable, including all taxes and duties like sales tax, VAT, custom duty, excise duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc or on the previously imported goods of foreign origin quoted ex-showroom etc.
  - b) Any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded.
  - c) Charges towards inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and
  - d) The price of incidental services, as and if mentioned in List of Requirements.
- 12.6 For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:
- a) The price of goods quoted FAS / FOB port of shipment, CIF port of entry in India or CIF specified place of destination in India as indicated in the List of Requirements,
  - b) Wherever applicable, the amount of custom duty and import duty on the goods to be imported.
  - c) The charges for inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination, as specified in the List of Requirements. and
  - d) The charges for incidental services, as and if mentioned in the List of Requirements.

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

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

### **12.8 Excise Duty:**

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

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

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

### **12.10 Wherever 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

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

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

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

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

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

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

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

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

- 14.7 Documents for claiming ERV:

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

#### **15. Alternative Tenders**

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

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

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

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

- a) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorized by the goods manufacturer to quote for and supply the goods to BRBNMPL. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.  
b) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.  
c) In case the tenderer is not doing business in India, it is/ will be duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier

including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/ or technical specifications.

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

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

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

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

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

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

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

18.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with DGS&D or with National Small Industries Corporation, New Delhi all with BRBNMPL are exempted from payment of earnest money. In case the tenderer falls in these categories, it should furnish certified copy of its valid registration details (with DGS&D or NSIC or BRBNMPL as the case may be).

18.3 The earnest money shall be denominated in Indian Rupees.

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

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

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

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

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

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

**19. Tender Validity**

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

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

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

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

**20. Signing and Sealing of Tender**

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

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

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

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

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

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

20.6 All the copies of the tender shall be duly signed at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initialed by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialed by the person(s) signing the tender.

20.7 The tenderer is to seal the original and each copy of the tender in separate envelopes, duly marking the same as "Original", "Duplicate" and so on and writing the address of BRBNMPL and the tender reference number on the envelopes. The sentence 'NOT TO BE OPENED' before (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, BRBNMPL will not assume any responsibility for its misplacement, premature opening, late opening etc.

20.8 For purchasing capital equipment, high value plant, machinery etc. of complex and technical nature, tender document will seek quotation in two parts (Two Bid System)- first part containing the relevant technical details of the equipment / machinery etc., and in the second

part, price quotation along with other allied issues. First part will be known as 'Technical Bid', and the second part 'Financial bid'. Tenderer shall seal separately 'Technical Bid' and 'Financial bid' and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and evaluation would be done as described in clause 25.24.4 below. Further details would be given in SIT, if considered necessary.

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

#### **D SUBMISSION OF TENDERS**

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

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

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

##### **22. Late Tender**

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

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

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

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

#### **E TENDER OPENING**

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

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

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

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

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

bidders under Registered AD/ Reliable Courier or any other mode with proof of delivery.

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

##### **25. Basic Principle**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**30. Clarification of Bids**

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

**31. Qualification / Eligibility Criteria**

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

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

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

**33. Schedule-wise Evaluation**

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

**34. Comparison on CIF Destination Basis**

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

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

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

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

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

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

35.4 If the tenders have been invited on variable price basis, the tenders will be evaluated, compared and ranked on the basis of the position

as prevailing on the day of tender opening and not on the basis of any future date.

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

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

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

**37. Cartel Formation / Pool Rates**

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

**38. Negotiations**

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

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

**39. Contacting BRBNMPL**

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

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

**G AWARD OF CONTRACT**

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

**41. Award Criteria**

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

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

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

**43. Parallel Contracts**



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

**44. Serious Misdemeanors**

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

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

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

**45. Notification of Award**

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

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

**46. Issue of Contract**

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

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

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

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

**48. Return of EMD**

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

**49. Publication of Tender Result**

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

**Part II: Additional General Instructions Applicable to Specific Types of Tenders:****50. Rate Contract Tenders**

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

- i. Earnest Money Deposit (EMD) is not applicable.
- ii. In the Schedule of Requirement, no commitment of quantity is

mentioned; only the anticipated requirement is mentioned without any commitment.

- iii. BRBNMPL reserves the right to conclude more than one rate contract for the same item.
- iv. Unless otherwise specified in SIT, the currency of a Rate Contract would normally be for one year.
- v. During the currency of the Rate Contract, BRBNMPL may withdraw the rate contract by serving suitable notice. The prescribed notice period is generally thirty days.
- vi. During the currency of the Rate Contract, BRBNMPL would have the option to renegotiate the price with the rate contract holders.
- vii. During the currency of the Rate Contract, in case of emergency, BRBNMPL may purchase the same item through ad hoc contract with a new supplier.
- viii. Usually, the terms of delivery in rate contracts are FOR dispatching station.
- ix. Supply orders, incorporating definite quantity of goods to be supplied along with all other required conditions following the rate contract terms, will be issued by nominated Direct Demanding Officers (DDO) for obtaining supplies through the rate contract.
- x. BRBNMPL is entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will be affected beyond the validity period of the rate contract, all such supply will be guided by the terms & conditions of the rate contract.
- xi. The rate contract will be guided by "Fall Clause" as described below.

**50.2 Fall Clause**

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

**50.3 Performance Security**

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

**50.4 Renewal of Rate Contracts**

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

**51. Prequalification Bidding**

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

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

would be handled as a two bid system for only those bidders who succeed in PQB.

**52. Tenders involving Samples**

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

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

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

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

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

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

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

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

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

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

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

**53.4** In case of EOI for Development of new Items or for Indigenization, prospective firms would be given opportunity to inspect the

Machine/ Item at the place of installation at the place, dates and Time mentioned in SIT.

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

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

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

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

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

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

**54. Tenders for Disposal of Scrap**

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

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

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

**54.2.2** The description of lot in the particulars of sale has been given for the purpose of identification thereof only and the use of such description shall not constitute the sale thereof to be sale by description and no sale shall be invalid by reason of any defect or deviation or variation in any lot or on account of any lot not being exactly described and the purchaser shall not be entitled to claim any damage or compensation whatsoever on account of such fault, error in description, weight or the like.

**54.2.3** All quantities of scrap whether by weight or measurement mentioned in the Tender notice are only approximate and should the quantity, on actual weight or measurement basis as the case may be and whenever delivered on such basis, works out less than the advertised and for projected quantity, the BRBNMPL shall not under any circumstances be liable to make good any such deficiency

**54.2.4** BRBNMPL reserves right to increase or decrease the quantity of any item or items or terminate the contract at any stage by giving one week's notice. No claim whatsoever shall lie against the BRBNMPL on account of such termination of the contract or variation in the quantity.

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

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

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

**54.3 Submission of Offer:**

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

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

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

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

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

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

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

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

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

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

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

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

**54.5.1 Non-Misuse Declaration:** The bidder is required to give an undertaking that he or his employees or legal heirs will ensure that such items purchased from BRBNMPL, will be utilized only for scrap recovery and will not be misused for any other purpose. He will also ensure that this undertaking is honoured and it got underwritten

from further down the line scrap processors/ re-purchasers, if any. In case his firm changes hands, it will be his responsibility to ensure that the new owners honour and underwrite this undertaking.

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

**55. Development and Indigenization Tenders:**

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

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

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

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

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

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

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

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

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

**55.9 Quantity for Development Commitment**

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

**55.10 Period of Development Commitment**

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

**Yours faithfully,**

( )

**Seal**

**Signature with date.**

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

<b>Sl. No.</b>	<b>GIT Clause No.</b>	<b>Topic</b>	<b>SIT Provision</b>
1	4	Eligible Goods and Services (Origin of Goods)	No provision
2	8	Pre-bid Conference	Not applicable
3	9	Time Limit for receiving request for clarification of Tender Documents	As specified
4	11	Tender Currency	INR [Indian Rupees]
5	12.11	Applicability of Octroi and Local taxes	As applicable
6	14	PVC Clause & Formula	<b>Applicable [See Note A below]</b>
7	19	Tender Validity	As specified – 120 days
8	20.4	Number of Copies of Tenders to be submitted	One
9	20.9	E-Procurement	Not applicable
10	35.2	<b>Additional Factors for Evaluation of Offers</b>	As specified. Prospective bidders should meet our tender conditions as well as the proposed material should meet our required specifications.
11	43	Parallel Contracts	<b>Applicable. [See Note B below]</b>
12	50	Tender For rate Contracts	Not applicable
13	51	PQB Tenders	Not applicable
14	52	Tenders involving Purchaser's and Pre-Production Samples	<b>Applicable. [See Note C below]</b>
15	53	EOI Tenders	Not applicable
16	54	Tenders for Disposal of Scrap	Not applicable
17	55	Development / Indigenization Tenders	Not applicable

**Note A:****PVC Clause & Formula**

**Rate Validity:** Rates quoted should be in the enclosed format "Section XI: Price Schedule" on the basis of delivery at our stores (F.O.R BRBNMPL, Salboni) but a clear price break-up in respect of Basic Price of material, Packing & Forwarding Charges, GST as applicable, Freight, Insurance & other charges (if any), Delivery Schedule, Transit insurance, should be categorically mentioned in the quotation. Unloading charges if any, at our site shall be borne by BRBNMPL. Failure to supply at the quoted rate due to reason whatsoever may invite blacklisting from our Vendor list and forfeiture of Security Deposit. Weight of the cardboard/plastic core shall be deducted while calculating the net weight of material. The quoted rate [other than the raw material component – if applicable] should remain firm for one year without any escalation whatsoever from the date of opening of the commercial bid and, also the date of placing the Purchase Order for supply of material on deferred supply basis, (except statutory payments / levis and raw material component), which may be considered on submission of documentary evidence and the supplies should be on deferred supply basis as per our delivery schedule. [Also see Compensation for Escalation of Raw Material Prices below] However, quotation should be valid for a minimum period of 120 days from the date of opening of tender. [Also refer to price variation clause].

**Compensation for Escalation of Raw Material Prices:** Increase / decrease only beyond 5% (on ground of) increase / decrease in raw material prices will be adjusted on pro-rata basis on the raw material component, effective for delivery after 15 days of announcement. On no other account increase/decrease in the price will be given during contract period. To claim compensation for escalation, the basic rate of raw material as on 13/08/2019 should be mentioned separately with supporting authenticated documents. All requests for increase / decrease should be substantiated with authenticated documentary support, or else it shall not be considered. The cash price list declared by e.g., IPCL/Reliance or any other reputed manufacturer may be considered for price revision. [Details of Price components may be provided along with the price-bid in a separate sheet to arrive at the price fluctuation of raw material]. This adjustment shall be made compulsorily on the lowest quote of the successful bidders to whom order may be issued. Hence, tenderers shall enclose copy of current price list of M/s IPCL/Reliance/any other manufacturer as applicable to the bidder for the particular variety of Raw Material used by the bidder.

In case bidders furnish variable component pertaining to different dates, then the applicable rates as on date of issue of this tender paper i.e., 13/08/2019 shall be considered for comparison.

**Illustration :-** If the Raw material cost is Rs 100/- , then for Increase/ Decrease up to 5%. i.e Rs 95/- to 105/- , no compensation for escalation or vice versa shall be made. However , during currency of the contract , if the raw material cost increases by more than 5% i.e above Rs. 105/- ,say Rs. 107/-, then payment shall be made by considering basic raw material cost as Rs.107/-. Similarly, during currency of the contract , if the raw material cost decreases by less than 5%, ie. below Rs. 95/- say Rs 93/-, then payment will be made by taking into consideration the raw material cost as Rs. 93/-. The above illustration is for better understanding of the operation of the Price Variation clause.

**BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED***(Wholly owned subsidiary of Reserve Bank of India)*

RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**T.E. No. 040/SAL/PUR/2019-20 - TENDER DOCUMENT FOR SUPPLY OF LDPE SHRINK FILMS***SAL/FF/MMD/PUR/03***Note B:**

Order will be issued to item wise L1 bidders. **Due to the critical and vital nature of the item, to ensure steady and un-interrupted supply, BRBNMPL reserves the right to split the contract in the ratio as detailed below of the total tentative quantity between L1 and the next agreeable lowest bidder/s, at L1 rates, [also refer SCC clause at S. No. 4 - Splitting of Quantities]. Accordingly, parallel contracts shall be executed.**

- i) In case of two parties, 70:30
- ii) In case of three parties, 50:30:20

Schedule No.	Item Description	Qty. (Approx.) [deferred supply basis]	If split among 2 bidders		If split among 3 bidders		
			70%	30%	50%	30%	20%
1.	LDPE Shrink Film 625MM 90 Micron, (Variety- 1)	46,250 Kgs.	32,375 Kgs.	13,875 Kgs.	23,125 Kgs.	13,875 Kgs.	9,250 Kgs.
2.	LDPE Shrink Film 300MM, 50-55 Micron, (Variety - 2)	83,250 Kgs.	58,275 Kgs.	24,975 Kgs.	41,625 Kgs.	24,975 Kgs.	16,650 Kgs.

**Note C:**

Approved Sample of LDPE Shrink Film of various sizes and specifications [Purchaser's sample] is available in Purchase section for reference. On Placement of order a pilot sample of each size shall be supplied by the supplier to BRBNMPL stores for inspection, before supplying the bulk quantity.

**Section IV: General Conditions of Contract (GCC)****Part I: General Conditions of Contract applicable to all types of Tenders**

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

**1.1 Definitions and Interpretation:**

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

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

**1.2 Abbreviations:**

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

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

**2. Application**

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

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

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

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

- Indian Contracts Act, 1872
- Sale of Goods Act, 1930
- 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
- Conditions in other parts of the Tender Documents
- Correspondence including counter-offers if any; between the Contactor and BRBNMPL during the Tender Finalization
- Notification of award and Contract Documents
- Subsequent Amendments to the Contract

**3. Use of contract documents and information**

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

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

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

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

**4. Patent Rights**

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

**5. Country of Origin**

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

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

**6. Performance Bond/ Security**

**6.1.** Within twenty-one days after the issue of notification of award by BRBNMPL, the supplier shall furnish performance security to



BRBNMPL for an amount equal to ten per cent of the total value of the contract, valid up to sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.

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

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

**6.3.** In the event of any loss due to supplier's failure to fulfill its obligations in terms of the contract, the amount of the performance security shall be payable to BRBNMPL to compensate BRBNMPL for the same.

**6.4.** In the event of any amendment issued to the contract, the supplier shall, within twenty-one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

**6.5.** Subject to GCC sub-clause 6.3 above, BRBNMPL will release the performance security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.

## **7. Technical Specifications and Standards**

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

## **8. Packing and Marking**

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

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

### **8.3. Packing instructions:**

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

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

## **9. Inspection and Quality Control**

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

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

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

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

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

**9.6.** BRBNMPL's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods

have previously been inspected and cleared by BRBNMPL's inspector during pre-despatch inspection mentioned above.

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

#### **10. Terms of Delivery**

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

#### **11. Transportation of Goods**

- 11.1. The supplier shall not arrange part-shipments and/ or transshipment without the express / prior written consent of BRBNMPL.

- 11.2. Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement: In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.

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

#### **12. Insurance:**

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

insurance claim shall be reimbursed by the Purchaser to the Contractor. It will be entirely the responsibility of the Contractor to make good loss/damage without waiting for settlement of insurance claim so that machine is commissioned within the time specified in the contract.

#### **13. Spare parts**

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

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

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

#### **14. Incidental services**

- 14.1. Subject to the stipulation, if any, in the SCC (Section-V) and the Technical Specification (Section – VII), the supplier shall be required to perform any or all of the following services:

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

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

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

- 15.1. The supplier shall send all the relevant despatch documents well in time to BRBNMPL to enable BRBNMPL to clear or receive (as the case may be) the goods in terms of the contract. Unless

otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows:

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

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

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

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

## **16. Warranty**

- 16.1** The supplier warrants that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by BRBNMPL in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per BRBNMPL's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

- 16.2** This warranty shall remain valid for twelve months after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by BRBNMPL in terms of the contract or for fifteen months from the date of despatch from the supplier's premises for domestic goods (including goods already imported by the supplier under its own arrangement) or for eighteen months after the date of shipment from the port of loading in the source country for imported goods offered from abroad, whichever is earlier, unless specified otherwise in the SCC.

- 16.3.** In case of any claim arising out of this warranty, BRBNMPL shall promptly notify the same in writing to the supplier.

- 16.4.** Upon receipt of such notice, the supplier shall, with all reasonable speed (or within the period, if specified in the SCC), repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the

replaced parts/ goods after providing their replacements and no claim, whatsoever shall lie on BRBNMPL for such replaced parts/ goods thereafter.

- 16.5.** In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/ replaced goods shall be extended to a further period of twelve months from the date such rectified / replaced goods starts functioning to the satisfaction of BRBNMPL.

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

## **17. Assignment**

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

## **18. Sub Contracts**

**18.1.** The Supplier shall notify BRBNMPL in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

- 18.2.** Sub contract shall be only for bought out items and sub-assemblies.

**18.3.** Sub contracts shall also comply with the provisions of GCC Clause 5 ('Country of Origin').

## **19. Modification of contract**

- 19.1.** Once a contract has been concluded, the terms and conditions thereof will generally not be varied. However if necessary, BRBNMPL may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- (a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for BRBNMPL,
- (b) mode of packing,
- (c) incidental services to be provided by the supplier
- (d) mode of despatch,
- (e) place of delivery, and
- (f) any other area(s) of the contract, as felt necessary by BRBNMPL depending on the merits of the case.

- 19.2.** In the event of any such modification/ alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/ or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by BRBNMPL, the supplier shall convey its views to BRBNMPL within twenty one days from the date of the supplier's receipt of BRBNMPL's amendment / modification of the contract.

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

## **20. Prices**

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

## **21. Taxes and Duties**

**21.1.** Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to BRBNMPL.

**21.2.** Further instruction, if any, shall be as provided in the SCC.

**22. Terms and Mode of Payment:** Unless specified otherwise in SCC, the terms of payments would be as follows:

**22.1.** Unless otherwise specified in SCC, usual payment term is 100% on receipt and acceptance of goods by the Purchaser and on production of all required documents by the supplier.

**22.2.** For Domestic Goods: Unless otherwise specified in the SCC, payments to suppliers are usually made by account payee cheque or through ECS only.

**22.2.1.** Where the terms of delivery is FOR dispatching Station, the payment terms, depending on the value and nature of the goods, mode of transportation etc. maybe 60% to 90% (as specified in SIT) on proof of dispatch and other related documents and balance on receipt at site and acceptance by the consignee.

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

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

(a) For a contract with terms of delivery as FOR dispatching station

- i. 60% on proof of dispatch along with other specified documents
- ii. 30% on receipt of the goods at site by the consignee and balance
- iii. 10% on successful installation and commissioning and acceptance by the user department

(b) For a contract with terms of delivery as CIF destination/ Delivery at site/FOR destination

- i. 90% on receipt and acceptance of goods by the consignee at destination and on production of all required documents by the supplier
- ii. 10% on successful installation and commissioning and acceptance by the consignee.

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

(a) Cases where Installation, Erection and Commissioning (if applicable) are not the responsibility of the Supplier – 100 % net FOB/FAS price is to be paid against invoice, shipping documents, inspection certificate (where applicable), manufacturers' test certificate, etc.

(b) Cases where Installation, Erection and Commissioning are the responsibility of the Supplier – 80% to 90% net FOB/FAS price (as specified in the SCC) will be paid against invoice, inspection certificate (where applicable), shipping documents etc. and balance within 21-30 days of successful installation and commissioning at the consignee's premises and acceptance by the consignee.

(c) Payment of Agency Commission against FOB/FAS Contract – Entire 100% agency commission is generally paid in Indian Rupees after all other payments have been made to the supplier in terms of the contract.

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

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

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

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

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

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

**22.9.** While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from BRBNMPL, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to BRBNMPL, BRBNMPL's share out of such refund received by the supplier. The supplier shall also refund the applicable amount to BRBNMPL immediately on receiving the same from the concerned authorities.

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

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

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

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

- a) BRBNMPL shall recover from the supplier, under the provisions of the clause 24 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract
- b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are

delivered and performed after the date of the delivery stipulated in the contract.

- c) But nevertheless, BRBNMPL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

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

### **24. Liquidated damages**

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

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

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

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

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

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

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

**26.3.** Unless otherwise instructed by BRBNMPL, the supplier shall continue to perform the contract to the extent not terminated.

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

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

**28. Force Majeure**

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

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

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

**29. Termination for convenience**

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

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

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

**30. Governing language**

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

which the parties exchange, shall also be written accordingly in that language.

**31. Notices**

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

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

**32. Code of Ethics**

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

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

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

- (a) A proposal for award will be rejected if it is determined that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.
- (b) A contract will be cancelled if it is determined at any time that BRBNMPL representatives/ officials have directly or indirectly, engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract
- (c) In case any individual staff is found responsible, suitable disciplinary proceedings should be initiated against such staff under the applicable government conduct rules. The existing provisions under the Indian law including the instructions of Central Vigilance Commission should be followed in this regard.
- (d) Firms or individuals shall be banned/ blacklisted after following due process, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a BRBNMPL contract, if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a BRBNMPL contract.

**33. Resolution of disputes**

(  
**Signature with date.**)

**Name:**

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,**

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

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

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

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

<b>S. No</b>	<b>GCC Clause No.</b>	<b>Topic</b>	<b>SCC Provision</b>
1	8	Packing and Marking	NO CHANGE
2	11	Transportation of Domestic Goods	NO CHANGE
3	12	Insurance	NO CHANGE
4	15	Distribution of Dispatch Documents for clearance / Receipt of Goods	NO CHANGE
5	16	Warranty Clause	NO CHANGE
6	19.3	Option Clause	NO CHANGE
7	21	Taxes and Duties	NO CHANGE
8	22	Terms and Mode of Payments	22.22is applicable (F.O.R.BRBNMPL, SALBONI)
9	24	Quantum of LD	NO CHANGE. Also see Note B below
10	25	Bank Guarantee and Insurance for Material loaned to Contractor	NO CHANGE
11	34	Resolution of Disputes	Venue of arbitration shall be Kolkata



**Section VI: List of Requirements**

Schedule No.	Item Description	Qty. (Approximate requirement, on deferred supply basis)	EMD (Item wise) **
1	LDPE Shrink Film 625MM, 90 Micron, (Variety - 1)	46250 Kgs.	Rs. 1,34,000/-
2	LDPE Shrink Film 300MM, 50-55 Micron, (Variety- 2)	83250 Kgs.	Rs. 2,41,000/-
<b>Total Quantity:</b>		<b>1,29,500 Kgs.</b>	<b>Rs. 3,75,000/-</b>

**Note:** Bidders can quote for any one Schedule or combination of Schedules. EMD and eligibility criteria shall be applicable accordingly as already mentioned under table for EMD and Eligibility criteria in Section IX of the tender.

The quantity mentioned above is a tentative annual requirement. The quantity may be increased / decreased as per the actual requirement.

The supplier shall affect delivery to site as per the delivery schedule submitted by the press and not later than 30 days from the date of receipt of delivery schedule and the first consignment shall be supplied immediately or within 21 days from the date of placement of purchase order. The suppliers should ensure that they would be able to supply good quality of LDPE Shrink Films of various sizes and specifications on a continuous basis to meet our requirements strictly as per our specification to meet our requirement.

**Scope of Work:** The Scope of work includes supply of LDPE Shrink Films of various sizes as per the technical specification of the tender, to BRBNMPL, Salboni.

**Required Terms of Delivery, Destination and preferred mode of Transportation:** Material to be delivered & unloaded at our General Stores before 1600 hrs on working days. Unloading of material at General Stores shall be done by BRBNMPL.

**Mode of Transportation:** As desired by the bidders which should be in safe and secured manner.

The materials are to be supplied to the following address:

**The General Manager**  
**Bharatiya Reserve Bank**  
**Note Mudran (P) Limited**  
**Salboni, Dist- Midnapore(West)**  
**Pin- 721 132, West Bengal**  
**and the materials are to be delivered at our General Stores, Main Press, BRBNMPL, Salboni,**  
**Dist- Midnapore(West).**

**Section VII: Technical Specifications & Scope of work**

**SPECIFICATIONS OF LDPE SHRINK FILMS**

**Variety 1: (625 mm, 90 Micron)**

1. Material : Shrinkable grade micro-perforated virgin LDPE Shrink Film
2. Thickness : 90 Micron
3. Size (Width) : 625 (mm)
4. Heating Temperature : 140 ° C to 170° C
5. Core Inner Diameter : 75 mm
6. Other Details : a) The film should be transparent with perforation at every 15 mm distance.  
b) Weight of shrink film reel 20 Kgs (approx.) (Excluding reel core). Inner side of the core shall be smooth and the winding of the film to be uniform and tight.  
c) Shrink ratio 60:40  
d) COF (Film to metal) 0.25 to 0.35

**Variety 2 : ( 300 mm, 50 –55 Micron)**

- a. Material : Shrinkable grade micro-perforated virgin LDPE Shrink Films
- b. Thickness : 50 – 55 Micron
- c. Size (Width) : 300 (mm) , Centrally folded
- d. Heating Temperature : 160° C to 190° C
- e. Core Inner Diameter : 75 mm
- f. Other Details : a) The film should be transparent with perforation at every 15 mm distance.  
b) Weight of shrink film reel 11 to 12 kgs. (approx.) (Excluding reel core). Inner side of the core shall be smooth and the winding of the film to be uniform and tight.  
c) Shrink ratio 60 : 40  
d) COF (film to metal) 0.25 to 0.35

**General:-**

- a) Inner side of the core shall be smooth and the winding of the film to be uniform and tight.
- b) The shrink films should be packed in proper manner which can withstand pressure during transport, without damage to the core and the material .

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

1. Bulk supply has to be started only after our approval of the pilot samples.
2. The supplied material should match with the specification of LDPE Shrink Film as mentioned in the tender.
3. Inspection of the materials: BRBNMPL shall have the rights to carry-out any inspection of LDPE Shrink Film at the premises of the supplier as and when found necessary.
4. Test Certificate: Successful tenderers should submit original manufacturers test certificate along with the supplies.
5. **Intending bidders should note that the LDPE shrink films shall confirm to the technical specifications enclosed for each size / thickness. The winding direction of the shrink film, micro perforation on the surface of the film as well as the inner core dimensions, Quality of the core used should be noted in particular. The materials that do not conform to the specifications will be summarily rejected and the supplier has to remove the material at his own cost and risk.**

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**BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED***(Wholly owned subsidiary of Reserve Bank of India)*

RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**T.E. No. 040/SAL/PUR/2019-20 - TENDER DOCUMENT FOR SUPPLY OF LDPE SHRINK FILMS****SAL/FF/MMD/PUR/03****Annexure- A****COMPLIANCE STATEMENT FOR SUPPLY OF LDPE SHRINK FILM****[To be compulsorily submitted along with Technical Bid]**

**Note:** *Techno-commercial bid without Copies of documents in support of eligibility criteria etc. as mentioned in tender, EMD amount, cost of tender form, Compliance Statement – Copy of in-complete set of tender documents duly signed with seal affixed, is liable to be rejected.*

**Subject: Tender Enquiry No.040/SAL/PUR/2019-20 dated 13/08/2019**

Sl. No.	Parameters	Required specifications, Terms & conditions	Offered (Yes/No)	Deviation, if any.
1.	General specifications–	LDPE Shrink Films should be supplied strictly as per specifications mentioned in section VII	YES	
2.	Width	<b>As per specification for the respective items.</b>	YES	
3.	Thickness	<b>As per specification for the respective items.</b>	YES	
4.	Colour	The film should be transparent.	YES	
5.	Material	Shrinkable grade micro-perforated virgin LDPE Shrink Film	YES	
6.	Shrink ratio	60 : 40	YES	
7.	Other Details	The film should be transparent with perforation at every 15 mm distance; COF (Film to metal) 0.25 to 0.35	YES	
8.	Quantity per roll (excluding the core weight)	Weight of shrink film reel should be 11 to 12 Kgs. approx. for 300 mm. For 625 mm the weight of shrink film reel should be 20 Kgs. approx. (excluding reel core). Inner side of the core shall be smooth and the winding of the film to be uniform and tight	YES	
9.	Delivery	On receipt of delivery schedule from our stores, successful tenderer should deliver the items as per delivery schedule given by Stores	ACCEPTED	
10.	Rejection of materials	In case of rejection of LDPE Shrink Film, the supplier shall remove the rejected material for replacing within a week of issue of rejection letter on his cost.	ACCEPTED	
11.	Price Bid to be submitted against the Tender	Price bid is to be submitted exactly as per the prescribed format with no conditions / counter conditions.	YES	
12.	EMD	EMD is to be submitted for an amount as detailed above.	YES	
13.	Cost of Tender form	Cost of Tender form, Rs 500/- [if downloaded from website]; Rs750/-[if purchased from BRBNMPL] in the form of DD is to be submitted along with Techno- commercial bid.	Yes	
14.	Payment terms	Payment terms as per the tender conditions is accepted	Accepted	
15.	Requirement of Quantity	We understood that the requirement of quantity mentioned in the tender is only indicative and BRBNMPL reserves the right to increase or decrease the quantity depending upon their actual requirement.	Accepted	

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16.	Splitting of quantities ( both the Schedules)	I understood that the above projected quantities may be split among bidders. In case it is split among three bidders, the ratio shall be 50:30:20. In case it is split among two bidders, the ratio shall be 70:30 and the orders will be placed at the L1 rates.	Accepted	
17.	EMD	EMD is to be submitted for an amount of Rs. 1,34,000/- for item No.1 and Rs. 2,41,000/- for item No. 2 or Rs. 3,75,000/ for both the items at No. 1 & 2 - in the form of Demand Draft/ Banker's cheque /FD.	Accepted	

Yours faithfully,

( )  
Signature with date.

Seal

Name:

**Section IX: Qualification/ Eligibility Criteria****I. Item Category :** Non-security item.**EMD/ Experience & Past Performance/Turnover at a glance**

Sche dule No.	Item Description	EMD (in Rs.)	Item-wise Eligibility Criteria [manufactured and supplied similar items in any one year during last five years ending 31.03.2019] [in Kgs. ]	Item-wise Eligibility Criteria [Turnover during last three years ending 31.03.2018] [Rs.]
A	B	C	D	E
1.	LDPE Shrink Film 625MM, 90 Micron, (Variety - 1)	Rs. 1,34,000/-	14,000 Kgs.	20.11 Lakhs
2.	LDPE Shrink Film 300MM, 50-55 Micron, (Variety- 2)	Rs. 2,41,000/-	25,000 Kgs.	36.19 Lakhs
	Total:	Rs. 3,75,000/-	39,000 Kgs.	56.30 Lakhs

**II. Experience & Past Performance:**

The prospective supplier should be bonafide, experienced, technically competent, resourceful and financially sound to carry out the assigned order.

Bidder Firm should have manufactured and supplied similar items in any one year during last five years ending **31.03.2019**, e.g., supply of similar items (i.e., LDPE Films; Plastic/Polymer Films or Polymer items etc.) of a minimum quantity as detailed in the table above. All experience, past performance related/data should be certified by the authorized signatory of the bidder firm. The credentials regarding experience and past performance to the extent required as per eligibility criteria submitted by bidder should be certified from the parties for whom work has been done. [Copies of Purchase Orders/Supply Orders along with Tax Invoice/Challans should be submitted for proof of supplies.]

**III. Financial standing:**

i) Average Annual turnover of the Bidder firm during last three years ending **31.03.2018** should be more than the amount as detailed in the table above. Copies of last three years duly audited Annual report (Balance Sheet and Profit & Loss Account) ending 31<sup>st</sup> March 2018 to be submitted.

ii) Bidder Firm should not have suffered any financial loss for more than one year during the last three years ending 31<sup>st</sup> March 2018. The company should have generated profits and should have positive net worth in these years.

iii) 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 2018. All financial standing data should be certified by certified accountants e.g. Chartered Accountants (CA) in India.

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**BIDDERS SHOULD FILL FINANCIAL DETAILS OF THE BIDDING FIRM AS PER THE GIVEN TABLE AND SHOULD SUBMIT THE SUPPORTIVE DOCUMENTS LIKE BALANCE SHEET, P&L ACCOUNT; ( In Lakh) Rs.**

S.No.	Details	FY 2015-16 (as on 31/03/2016)	FY 2016-17 (as on 31/03/2017)	FY 2017-18 (as on 31/03/2018)
1.	Turnover			
2.	Net Profit			
3.	Net worth			

**IV. General :**

- The firm should give a declaration that they have not been blacklisted/ debarred by BRBNMPL/Government of India in the past 5 years ending as on date [Annexure-A].
- The bidder should be **manufacturer of the tendered item in INDIA.**
- The Tenderer should be registered in INDIA with PAN & GST.
- The firm should confirm that they are competent and legally authorized to submit the tender and / or to enter into legally binding contract.
- The tenderer shall enclose a confidentiality statement duly signed and stamped as below [Annexure-A].

**Note: Documentary proof for the above qualifying criterion should be submitted along with the offer duly signed by authorized signatory of your company.**

**Annexure-A**

**Confidentiality Statement**

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

Yours faithfully,

( )

**Seal**

Name

Signature with date

**Declaration**

*We confirm that that our firm has not been blacklisted / debarred by BRBNMPL / PSU/ Government of India as on date.*

Yours faithfully,

( )

**Seal**

Name

Signature with date



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**T.E. No. 040/SAL/PUR/2019-20 - TENDER DOCUMENT FOR SUPPLY OF LDPE SHRINK FILMS****SAL/FF/MMD/PUR/03****Annexure- B****ELIGIBILITY CRITERIA****[To be submitted along with Technical bid]**

S.No.	TENDER REQUISITES	To be filled-in by the bidders compulsorily	Details of supporting documents Page No. or Annexure No. of the tender document to be mentioned where the documentary evidence has been furnished
1.	Company profile/Status (P) Limited Co./Proprietorship/Partnership Contact Person Name: Contact Nos.:	Name: Mobile: Phone:	
2.	GST Regn. Details		
3.	PAN/IT		
4.	Banker's details		
5.	Cost of tender form submitted as [NSIC / DGS&D registered firms are exempted]	DD No. Dtd. Drawee Bank	
6.	EMD [as per amount detailed above] In case of NSIC registered firms, the details of registration no. with validity to be mentioned	DD No. Dtd.: Drawee Bank: NSIC Regd.Cert. No. Valid till.	
7.	Qualification/Eligibility Criteria		
a	<b>Experience and Past Performance:</b> The prospective supplier should be bonafide, experienced, technically competent, resourceful and financially sound to carry out the assigned order. Bidder firm should have manufactured and supplied similar items in any one year during last five years ending <b>31.03.2019</b> , e.g. , supply of similar items (I.e. LDPE Films; Plastic / Polymer films or similar polymer items etc., ) of a minimum quantity as per table in Section-IX) All experience, past performance related / data should be certified by the authorised signatory of the bidder firm. The credentials regarding experience and past performance to the extent required as per eligibility criteria submitted by bidder should be certified from the parties for whom work has been done. <b>[Copies of Purchase Orders/Supply Orders along with Tax Invoice/Challans should be submitted for proof of supplies.]</b>		Documentary evidence of supply of Shrink Film for quantities as mentioned in Section-IX, Qualification/Eligibility Criteria to be enclosed.  Mention Page No. .... of Annexure.....

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b	Average Annual turnover of the Bidder firm during last three years ending 31.03.2018 should be more than the amount as in table in Section-IX. Copies of last three years duly audited Annual report (Balance Sheet and Profit & Loss Account) ending 31st March 2018 to be submitted.		
b(i)	2015-16		
b(ii)	2016-17		
b(iii)	2017-18		
c	Bidder Firm should not have suffered any financial loss for more than one year during the last three years ending 31st March 2018. The company should have generated profits and should have positive net worth in these years.	Mention Profit for : 2015-16  2016-17  2017-18	
d	The net worth of the firm should not have eroded by more than 30% in the last three years ending 31st March 2018. All financial standing data should be certified by certified accountants e.g. Chartered Accountants (CA) in India and Certified Public Accounts	Mention net worth for: 2015-16  2016-17  2017-18	
e	The firm should give a declaration that they have not been blacklisted/ debarred by BRBNMPL / PSU / Government of India in the past 5 years ending as on date		Declaration to be enclosed as Annexure-A
f	The Tenderer should be registered in INDIA under State VAT Act / Central Sales Tax Act / also to be registered under Central Excise Act (if applicable).		
g	Submission of confidentiality statement duly submitted or not		Confidentiality Certificate enclosed as Annexure-A
h	Tender Documents to be Signed and submitted(including GIT/GCC)		
i	Whether accepting all tender conditions including Quality Control Requirements		

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

For &amp; on behalf of

(Signature with date)

(Name and designation)

Duly authorized to sign tender for and on behalf of .....

**BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED***(Wholly owned subsidiary of Reserve Bank of India)*

RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**T.E. No. 040/SAL/PUR/2019-20 - TENDER DOCUMENT FOR SUPPLY OF LDPE SHRINK FILMS**

SAL/FF/MMD/PUR/03

**Section X: Tender Form**

To

Date: .....

**BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED****(Wholly owned Subsidiary of Reserve Bank of India)****Note Mudran Nagar, Salboni, Midnapore (West)****West Bengal PIN - 721 132****Ref: Your Tender document No.040/SAL/PUR/2019-20 dated 13/08/2019**

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 LDPE Shrink Film (mention size offered) as below:**

Schedule No.	Item Description	Qty. (Approximate requirement, on deferred supply basis)	Items quoted for (Bidders to tick (✓) in the applicable box)
1	LDPE Shrink Film 625MM, 90 Micron, (Variety - 1)	46250 Kgs.	
2	LDPE Shrink Film 300MM, 50-55 Micron, (Variety- 2)	83250 Kgs.	
Total Quantity:		1,29,500 Kgs.	

**(Description of goods and services) in conformity with your above referred document. [ Section IX; XI, XIII and documents supporting Section VIII]**

2. The price schedule(s), attached herewith [Section XI] is submitted separately in a separate sealed cover.

3. 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.

4. 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.

5. **We also agree with meeting the specifications of Section VI and Quality Control Requirements of Section VII.**

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

7. We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry. We understand that as per tender terms Order will be issued to item wise L1 bidders.

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

For & on behalf of

(Signature with date)

(Name and designation)

Duly authorized to sign tender for and on behalf of .....

**BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED***(Wholly owned subsidiary of Reserve Bank of India)*

RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**T.E. No. 040/SAL/PUR/2019-20 - TENDER DOCUMENT FOR SUPPLY OF LDPE SHRINK FILMS****SAL/FF/MMD/PUR/03**

Form No. E-5

Appendix – VIII

**NATIONAL ELECTRONIC FUND TRANSFER**

Model Mandate Form

(customer's option to receive payments through Credit Clearing Mechanism)

Name of the Scheme and the periodicity of payment

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

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

(.....)

Signature of the Investor / Customer

Date:

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

Bank's Stamp

Date:

(.....)

Signature of the authorized official of the Bank

**BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED**

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

RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**T.E. No. 040/SAL/PUR/2019-20 - TENDER DOCUMENT FOR SUPPLY OF LDPE SHRINK FILMS**

**SAL/FF/MMD/PUR/03**

**Annexure -B-1**

**(Authorization form for encashment of Fixed Deposit)**

***(To be submitted by Supplier/Contractor in letterhead in Original)***

To

The General Manager

**Bharatiya Reserve Bank Note Mudran (P) Limited**

P.O.- R.B.N.M.L, SALBONI

Dist :- West Midnapore

PIN - 721132 (West Bengal)

Dear Sir,

Sub: Authorization for Encashment of Fixed Deposit

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

EMD/SD against P.O./W.O./Tender No.

I/We ....., (name of the bidder as appearing in FD) unconditionally authorize you to encash the above referred FD from the bank directly in case of any default against the above referred P.O./W.O./Tender without seeking our further advice whatsoever in this regard. This FD is free from the claim of my legal heirs too.

Thanking you,

Yours faithfully,

.....

(Authorized signatory with stamp)

Name :

Designation :

Contact No.

Date :

Place :

**Annexure -B-2**

**(Authorization form for encashment of Fixed Deposit)**

*(To be submitted by Supplier/Contractor in letterhead in Original)*

To

The Branch Manager

-----

-----

-----

Dear Sir,

Sub: Authorization for Encashment of Fixed Deposit

Ref: Fixed Deposit Receipt No..... Dated:.....for Rs. .... as  
EMD/SD against P.O./W.O. No.

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

Thanking you,

Yours faithfully,

.....

(Authorized signatory with stamp)

Name :

Designation :

Contact No.

Date :

Place :

Cc: The General Manager, BRBNMPL, Salboni – For information and necessary action.

**Annexure –B-3**

**Format of Letter Confirming the Lien on Fixed Deposit Receipt by Bank**

*(to be submitted on the letterhead of the bank)*

**Date :-**

The General Manager  
**Bharatiya Reserve Bank Note Mudran (P) Limited**  
P.O.- R.B.N.M.L, SALBONI  
Dist :- West Midnapore  
PIN – 721132 (West Bengal)

Dear Sir/Madam,

We refer to the Fixed Deposit Receipt (FDR) bearing no. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_, lien duly noted in favour of “Bharatiya Reserve Bank Note Mudran (P) Limited (BRBNMPL), Salboni” for Rs. \_\_\_\_\_ at Sl. No. \_\_\_\_\_ in our register.

**We hereby confirm that**

- 1) This FDR is free from any attachment/ encumbrances, statutory or otherwise and claim of legal heirs.
- 2) There is no lock-in period for encashment of the said FDR.
- 3) The amount under the said FDR would be paid to you on demand, at any time, upon maturity or before maturity of the said FDR without reference to (< Supplier/Contractor name>) and the proceeds will be credited to BRBNMPL Salboni CC a/c no 11678747799, IFS code- SBIN0003558 maintained with SBI Note Press Branch, Salboni.
- 4) Encashment whether premature or otherwise would not require any reference / clearance from any other authority / person.
- 5) We agree that on encashment of FDR, the interest accrued will also be released to you
- 6) We agree that the FDR will be automatically renewed on maturity for the existing period further if clearance for encashment is not obtained from BRBNMPL, Salboni.

Yours faithfully

(Authorised Signatory of the Bank)  
Name :-

(Seal of the Bank)



Annexure \_C1

**Declaration regarding Input Tax Credit**

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

In case of becoming successful bidder, we also undertake submit the Certificate as given in Annexure C2 duly certified by our Auditor while claiming the payment for the supply.

Yours faithfully,

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

**Seal**

Name

Signature with date

Annexure \_C2

**Certificate of Input Tax Credit**

Ref: i) BRBNMPL PO No. \_\_\_\_\_ dated \_\_\_\_\_ for the supply of \_\_\_\_\_.

ii) Our Tax Invoice No. \_\_\_\_\_ dated \_\_\_\_\_

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

Yours faithfully,

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

**Seal**

Name

Authorized Signature of company with date

Auditor's Signature of the company with date

**Seal**

The firm should confirm that they are competent and legally authorized to submit the tender and / or to enter into legally binding contract.

**Section XI: Price Schedule****PROFORMA OF PRICE BID FOR SUPPLY OF LDPE SHRINK FILM**

M/s-----

Date :

To

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

Dear Sir,

**Sub: Part II - Price Bid for Supply of LDPE Shrink Films.****Ref: Your Tender Enquiry No 040/SAL/PUR/2019-20, dated 13/08/2019**

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

Schedule No.	Description	Unit	Qty	Unit Rate (Rs.)	Total Amount (Unit Rate X Total Qty.) (Rs.)
1	LDPE Shrink Film 625MM, 90 MIC, (Variety - 1)	Kg.	46250 Kgs.		
2	LDPE Shrink Film 300MM, 50-55 MIC, (Variety- 2)	Kg.	83,250 Kgs.		

Total Amount in words (Schedule No. 1) .....

Total Amount in words (Schedule No.2) .....

**Price Break-up details are as per annexure enclosed [mandatory].**

1. We confirm that the quoted prices all-inclusive and firm and there would not be any price escalation during the supply period except on account of Price Variation Clause. However, the price break-up for the same is enclosed for your reference. . [See tender document for price-variation clause].
2. It is understood that, Tenders will be finalized on **Schedule wise L1 rates** and we also confirm that we abide by all the tender conditions and **we do not have any counter conditions.**
3. We agree for Parallel Contracts/Splitting of quantities as per GIT Clause 43.

Yours faithfully,

Seal

(.....)

Name

Signature with date

**BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED***(Wholly owned subsidiary of Reserve Bank of India)*

RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

**T.E. No. 040/SAL/PUR/2019-20 - TENDER DOCUMENT FOR SUPPLY OF LDPE SHRINK FILMS****SAL/FF/MMD/PUR/03****Annexure to Price-bid for Supply of LDPE Shrink Films****Tender No.040/SAL/PUR/2019-20 dated 13/08/2019****Details of the Price Break-up:**

Item	Quantity in Kgs.	Basic Price *		Delivery / Freight, Insurance & other charges	GST @ (___%)	Total Price/Kg. (F.O.R. BRBNMPL, Salboni)	Total Amount in Rs. (Qty x Total Price/Kg.)
		# Raw Material	Fixed Component				
LDPE Shrink Film 625MM, 90 MIC, (Variety - 1)	46,250 Kgs.						
LDPE Shrink Film 300MM, 50-55 MIC, (Variety- 2)	83,250 Kgs.						

#Raw Material Used: \_\_\_\_\_

Sourced From: \_\_\_\_\_

\* **Note:** This adjustment shall be made compulsorily on the lowest quote of the successful bidders to whom order may be issued. Hence, tenderers shall enclose copy of current price list of M/s. IPCL/Reliance/any other manufacturer as applicable to the bidder for the particular variety of Raw Material used by the bidder as on 13/08/2019.

In case bidders furnish variable component pertaining to different dates, then the applicable rates as on date of issue of tender paper i.e., 13/08/2019 shall be considered for comparison.

- We confirm that there would not be any price revision of the fixed component during the supply period.
- We confirm to supply the material strictly as per your requirement & we abide all the tender conditions and we do not have any counter conditions.

Signature with date &amp; Seal

Place:

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

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

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

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

<b>Sl. No</b>	<b>Query</b>	<b>Bidder's Response</b>
1.	Brief description of goods and services offered:	
2	Offer is valid for acceptance upto	<b>120 Days from the date of opening of tender</b>
3.	Your permanent Income Tax A/ C No. as allotted by the Income Tax Authority of Government of India (Please attach certified copy of your latest/ current Income Tax clearance certificate issued by the above authority. Also submit copy of GST registration certificate as allotted by the Commercial Tax Authority of the concerned State)	
4.	Status:	
4 a	Are you currently registered with the Directorate General of Supplies & Disposals (DGS&D), New Delhi, and/ or the National Small Industries Corporation (NSIC), New Delhi, and/ or the present BRBNMPL and/ or the Directorate of Industries of the concerned State Government for the goods quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit imposed on your registration.	
4 b	Are you currently registered under the Indian Companies Act, 1956 or any other similar Act? (Please attach certified copy(s) of your registration status etc. in case your answer(s) to above queries is in affirmative.)	
5.	Please indicate name & full address of your Banker(s):	
6.	Please state whether business dealings with you currently stand suspended/ banned by any Ministry / Deptt. of Government of India or by any State Govt.	
7.	Whether Technical & Financial Bid is kept in two separate sealed cover with clear superscription on the envelope and these two covers are put in a big cover marking Tender details?	
8.	Whether required EMD & cost of tender documents is submitted along with the technical bid.	
9.	We _____ name of the company confirm that we abide by all the terms & conditions of this tender and we don't have any counter conditions.	

.....

(Signature with date)

**Seal**

**SECTION XX: PRE-CONTRACT INTEGRITY PACT**

**(To be duly filled and signed in each page by Authorised signatory of the bidder and enclosed along with Techno-commercial bid)**

**INTEGRITY PACT**

Between

**Bharatiya Reserve Bank Note Mudran (P) Limited (BRBNMPL) hereinafter referred to as "The Principal"**

and

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

**Preamble**

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

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

**Section 1 – Commitments of the Principal**

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

- c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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

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

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

**Section 4 – Compensation for Damages**

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

**Section 5 – Previous transgression**

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

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

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

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

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

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

**Section 8 - Independent External Monitor**

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

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

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



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

(8) If the Monitor has reported to the Chairman, BRBNMPL, a substantiated suspicion of an offence under relevant IPC / PC Act, and Chairman BRBNMPL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word '**Monitor**' would include both singular and plural.

**Section 9 - Pact Duration**

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

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

**Section 10 - Other provisions**

- (1) This agreement is subject to Indian Law Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Bengaluru.
- (2) Changes and supplements as well as termination notice need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

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

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

(Office Seal)

(Office Seal)

Place :

Date :

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)

**Checklist for Tenderers**

<b>Check List for Tenderers</b>	
<b>Please ensure that</b>	
1	<p>Proforma for Techno-commercial Bid is to be kept in <b>First Sealed Cover</b>, superscribing '<b>TECHNO-COMMERCIAL BID</b>' on the cover after confirming:</p> <ol style="list-style-type: none"> <li>Entire set of tender documents including GIT &amp; GCC has to be signed, stamped / sealed in all pages and submitted also, Compliance Statement – Section VIII is to be completely Filled &amp; signed as an acceptance of the tender document.</li> <li>Proforma of (<b>Section X: Tender Form</b>) along with Compliance Statement is completely Filled &amp; signed.</li> <li>Supporting documents to be kept for fulfilling the "<b>Qualification/Eligibility Criteria</b>" is must. [Refer: <b>Section IX</b>].</li> <li>Questionnaire for <b>Techno-commercial Bid (Section XII)</b> is completely duly filled &amp; signed and sealed / stamped.</li> <li>Pre-Contract Integrity pact duly filled and signed [Section XX].</li> <li>Demand Draft of <b>Rs. 500/-</b>, towards <b>Cost of tender form if downloaded from website</b> is kept in cover (along-with technical bid).</li> <li>EMD as applicable i.e. Item wise in Schedule 1 &amp; 2 or in combination has to be submitted in the form of Demand Draft/Banker's cheque /FD <b>as mentioned in the tender. In case E.M.D is not submitted along with the tender (Techno-commercial bid), the offer will be liable for rejection.</b></li> <li><b><u>Price Indication in the techno-commercial bid is liable for rejection</u></b></li> </ol>
2	<p>Proforma of Price bid (Price Break-up) (<b>Section XI: Price Schedule</b>) is filled, with detailed price break up/tax applicable, signed and is kept in <b>Second Sealed Cover</b> superscribing "<b>PRICE BID</b>" on the cover.</p>
3.	<p>All the above-mentioned two sealed covers are put in a <b>Separate sealed cover</b> superscribing "<b>Tender For Supply of LDPE Shrink Films</b>" against <b>TE-040/SAL/ PUR/2019-20 dated 13/08/2019, Due on 20/09/2019."</b></p>
4	<p>All Correspondences should be addressed to:</p> <p><b>The General Manager, Bharatiya Reserve Bank Note Mudran (P) Ltd, PO: RBNML, Salboni - 721 132 Dist: Midnapore (West) West Bengal</b></p>

**Note:** The printout of this tender documents should be taken on both sides of A4 size paper only.