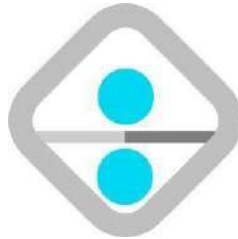


BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED
(NATIONAL COMPETITIVE BIDDING)



Tender No. 056/MYS/IMU-14/2020-21 dated 07.10.2020



Issued by:

GENERAL MANAGER (OSD)
BHARATIYA RESERVE BANK NOTE MUDRAN (P) LTD.
(Wholly Owned subsidiary of Reserve Bank of India)

Note Mudran Nagar, Mysuru – 57003

Tel No: +91 - 821 – 2469079, 2469081

Fax No: +91 - 821- 2582099

EMAIL: trgururaj@brbnmpl.co.in, ssrikanth@brbnmpl.co.in

Website: www.brbnmpl.co.in

Standard Bidding Document (SBD)

BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED
(Wholly owned Subsidiary of Reserve Bank of India)

Note Mudran Nagar, Mysore 570003

Phone: 0821-2469079, 2469081

FAX: 0821- 2582099/2582955

Website: www.brbnmpl.co.in

Email: trgururaj@brbnmpl.co.in, ssrikanth@brbnmpl.co.in

Not Transferable

Security Classification: Non-Security

Tender Document for Design, Manufacturing, Testing, Supply, Installation, Commissioning, Training, Performance Testing & AMC of Automatic Process Control and Dosing System for Ink Manufacturing Unit at BRBNMPL, Mysuru

Tender No. 056/MYS/IMU-14/2020-21

dated 07.10.2020

This tender document contains 106 pages

The tender document is sold to:

M/s.

Address

Details of Contact person in BRBNMPL regarding this tender:

Name: Shri T R Gururaj

Designation: Deputy General Manager-PP (Ink Manufacturing Unit)

Address: BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED

(Wholly owned Subsidiary of Reserve Bank of India)

Note Mudran Nagar, Mysore 570003

Telephone No. 0821-2469079, 2469081 FAX: 0821-2582955/2582099

Email: trgururaj@brbnmpl.co.in, ssrikanth@brbnmpl.co.in

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SECTION I: NOTICE INVITING TENDER**Standard Bidding Document (SBD)****BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED****(Wholly owned Subsidiary of Reserve Bank of India)****Note Mudran Nagar, Mysore 570003****Phone: 0821-2469079****FAX: 0821- 2582099/2582955****Website: www.brbnmpl.co.in****Email: trgururaj@brbnmpl.co.in, ssrikanth@brbnmpl.co.in****Not Transferable****Security Classification: Non-Security****Tender No. 056/MYS/IMU-14/2020-21****Date: 07.10.2020**

1. Sealed two-part tender is hereby invited from eligible and qualified tenderers for supply of following goods & services:

S No	Brief Description of Goods / Services	Quantity (No's)	Earnest Money Deposit (in INR)	Remarks
1	Automatic Process Control and Dosing System	01 No.	13,49,000	(as per the Specifications mentioned in Section VII)

Type of Tender (Two Bid / PQB / EOI / RC / Development / Indigenization / Disposal of Scrap / Security item etc.	Two Bid System Part I – Techno commercial bid Part II – Financial/Price bid
Date of Sale of tender documents	From 07.10.2020 to 11.11.2020 during office hours
Price of the tender document	Rs 2500/-
Closing date & time for receipt of tenders	11.11.2020 at 14:30 hrs.
Pre bid Date, Time & Place	19.10.2020 at 10:00 hrs. & IMU, Mysuru
Place of receipt of tenders	BRBNMPL, Mysore
Time and date of opening of tenders	11.11.2020 at 15:00 hrs.
Place of opening of tender	BRBNMPL, Mysore
Nominated person/Designation to Receive Bulky Tender(Clause 21.21.1 of GIT)	Shri T R Gururaj, DGM-PP (Ink Manufacturing Unit)

2. Interested tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website for further details.
3. Tender documents may be purchased on payment of non-refundable fee of INR 2500 per set through Online Bank Transfer (proof of online transfer to be submitted) or through in any other Electronic mode of payment such as Debit Card powered by RuPay, Unified Payments Interface (UPI) (BHIM-UPI), Unified Payments Interface Quick Response Code (UPI QR Code) (BHIM-UPI QR Code) or in the form of account payee demand draft/Banker's cheque, drawn on a scheduled commercial bank in India, in favour of Bharatiya Reserve Bank Note Mudran Private Limited, payable at Mysuru.
4. If requested, the tender documents will be mailed by registered post / speed post to the domestic tenderers and by international courier to the foreign tenderers, for which extra expenditure per set will be Rs.500 for domestic post. The tenderer is to add the applicable postage cost in the non-refundable fee mentioned in Para 3 above.
5. Tenderer may also download the tender documents from the web site and submit its tender by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above.
6. Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are dropped in the tender box located at the address given below on or before the closing date and time indicated in the Para 1 above, failing which the tenders will be treated as late and rejected.
7. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organisation, the tenders will be sold / received / opened on the next working day at the appointed time.
8. The tender documents are not transferable.
9. BRBNMPL reserves the right to Cancel the tendering Process / Reject all Bids / Re-tender without assigning any reason thereof. BRBNMPL also reserves the right to accept the Bid in whole or in part. Incomplete Bid documents submitted not in accordance with the directions issued shall be liable for rejection.
10. Tenderer shall note that the tender document is kept same for all schedules, if more than one schedule is specified, for administrative convenience. BRBNMPL reserves the right to conclude contract for each schedule independently as per the response and qualification.
11. Exemption for MSEs and Startups: The tenderers who are currently registered and shall continue to remain registered during the tender validity period with Central Purchase Organisation (CPO) or as a Micro and Small Enterprise (MSE) as defined in MSEs Order 2012 issued by Ministry of Micro, Small and Medium Enterprises (MSME) or as a Startup as recognised by Department for Promotion of Industry and Internal Trade (DPIIT), are

exempted from payment of tender fee and earnest money. In case the tenderer falls in these categories, it should furnish certified copy of its valid registration details (registration with CPO or as a MSE or Startup, as the case may be).

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

12. Product Reservation/Purchase Preference shall be given to MSEs as per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 along with amendments, if any, notified by Govt. of India. For further details, please refer Section III of Tender document.
13. Purchase preference shall be given to Local Suppliers as per Public Procurement (Preference to Make in India) Order, 2017 along with amendments, if any, notified by Govt. of India. **For further details, please refer Section III of Tender document.**
14. **In case bidder wishes to claim preferences (as per SI No. 12 and 13 above) under MSE or as a local supplier, all relevant claims/documents will have to be submitted as a part of technical bid.**
15. **BRBNMPL reserves the right to visit the bidder's facility to ascertain the capability and competence to execute the order. Bidder has to demonstrate their capabilities to the satisfaction of BRBNMPL.**
16. Details of IEM for this tender is furnished below: - (If applicable for the tender)
Name: Shri V.V. R. Sastry
Address: 957, 9th main, 3rd stage, 3rd block, Basaveswaranagar, Bengaluru – 560079
Email: sastryvvr@gmail.com

Yours faithfully,

For & on behalf of BRBNMPL,

-sd-

T R Gururaj

Deputy General Manager-PP (Ink Manufacturing Unit),

BRBNMPL, Note Mudran Nagar,

Mysuru – 570 003,

Telephone: 0821-2469079, 2469081

FAX: 0821 – 2582955 / 2582099

trgururaj@brbnmpl.co.in, ssrikanth@brbnmpl.co.in

Guidelines for Filling Two-Part Tender:

1. **Part-I - First sealed cover:** Should contain the Technical Offer along with following annexures of this tender i.e., Section I to Section X and Section XII to Section XVII, XX. All the above-mentioned documents should be signed and stamped and to be submitted as Technical Bid as acceptance of the terms and conditions. This first sealed cover should be clearly super scribed with "Part I - Technical Bid against Tender no: 056/MYS/IMU-14/2020-21 dated 07.10.2020 – Supply of ----- as per Section VI: List of requirements. **Price indication in the Technical Bid will be summarily rejected.**
2. **Part II -Second sealed cover – Price Bid:** Should contain only section XI (Price Schedule) (duly sealed and signed). Format provided in the tender document for price schedule should be followed and any other format will be liable for rejection. This second sealed cover should be clearly super scribed with "Part II - Price Bid against Tender No: 056/MYS/IMU-14/2020-21 dated 07.10.2020 - For Supply of ----- as per Section VI: List of requirements.
3. The above mentioned two sealed covers should be put in another big cover, sealed and should be super scribed as 'Offer for Tender No. 056/MYS/IMU-14/2020-21, for Supply of----- due date of opening 07.10.2020 and should be addressed to 'The General Manager (OSD), Ink Manufacturing Unit, BRBNMPL, Note Mudran Nagar, Mysuru 570003.
Important Note: Offers submitted not in line with the above guidelines will be liable for rejection.
4. **Delivery Schedule & Terms:** As per section VI
5. **Quantity:** As per NIT, section VI
6. **EMD:** The earnest money shall be furnished in one of the following forms:
 - (a) Account Payee Demand Draft from any scheduled commercial bank in India.
 - (b) Banker's cheque from any scheduled commercial bank in India
 - (c) Online Bank Transfer (Proof of online transfer should be submitted along with the tender papers and confirmed through F & A)
 - (d) Other Electronic Modes of Payment
 - Debit Card powered by RuPay
 - Unified Payments Interface (UPI) (BHIM-UPI)
 - Unified Payments Interface Quick Response Code (UPI QR Code) (BHIM-UPI QR Code)
 - (e) Bank Guarantee issued/confirmed by any scheduled commercial bank in India in the Proforma given in Section XIII of SBD.
7. **Liquidated Damages:** For any delay in supply of material beyond the stipulated delivery period, liquidated damages @ 0.5% for every week or part there of subject

to a maximum of 10% of the total order value will be deducted from your bill amount at the time of settlement of the bill.

- 8. Warranty:** The item should be warrantied against any manufacturing defect and workmanship for one year from the date of issue of FAC. Any defect arising within this period, supplier must replace or repair the item free of cost.
- 9. Security deposit / Performance Security:**
 - a) 10% of total contract value shall be retained as security deposit till date of completion of all contractual obligations including warranty period (if any) from successful supplier.
 - b) Alternately, successful supplier can submit bank guarantee of equal amount valid up to sixty days after the date of completion of all contractual obligations, including warranty period (if any). (please refer GCC clause 6 under section IV)
- 10. Payment Terms:** As mentioned in Section V.
- 11. Packing:** The packing should be supplied in the original packing of manufacturer and good enough to withstand any damage during transportation and material should reach in good condition till the destination as mentioned in Section VI.
- 12. Replacement of rejected Materials:** The material rejected against a supply must be replaced free of cost by the supplier, on receiving such information from BRBNMPL within 15 days.
- 13.** The tenderer shall satisfy BRBNMPL that they are competent and authorized to submit tender and/or to enter into a legally binding contract with the BRBNMPL. To this effect, any person giving a tender shall render documentary evidence that his signature on the tender submitted by him is legally binding upon himself, his firm or company as the case may be.
- 14.** Parties who have been black listed /debarred by BRBNMPL or any PSU or any Government Departments are not eligible for submission of this tender.
- 15.** Performance of the bidder in executing the previous contracts/orders of BRBNMPL may be taken into account during technical evaluation. The bids of the tenderers who were unsuccessful in completing the previous orders of BRBNMPL without any valid reason are liable to be ignored /rejected.
- 16.** Bidder may visit BRBNMPL, before submitting the offer after taking due permission for visiting to understand the specifications/requirements.
- 17.** Copies of Certificates / Documents related to GST Registration, PAN and Professional Tax Registration Certificate etc. to be provided along with the Bid.
- 18.** No counter conditions shall be accepted.
- 19.** Bidders are advised to write the page number on each page of the Technical Bid documents submitted.

SECTION II: GENERAL INSTRUCTIONS TO TENDERERS (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 fulfil the eligibility criteria specified in these documents. Please refer to Section IX: Qualification/ Eligibility Criteria

4. Eligible Goods and Services

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

5. Tendering Expense

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

B TENDER DOCUMENTS

6. Content of Tender Documents

6.1 The tender documents include:

1. Section I - Notice Inviting Tender (NIT)
 2. Section II - General Instructions to Tenderers (GIT)
- Part I : General Instructions applicable to all types of tenders

Part II : Additional General Instructions applicable to specific types of tenders

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
- A : In respect of CFR, CIF, Turnkey/F.O.R. contracts for import
- B : In respect of FOB/FAS contracts for import
19. Section XIX: Proforma of Bills for Payments
 20. Section XX: Proforma for pre contract integrity pact

6.2The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned

documents. The interested tenderers before formulating the tender and submitting the same to BRBNMPL, should read and examine all the terms, conditions, instructions etc. contained in the tender documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these tender documents may result in rejection of its tender.

7. Amendments to Tender Documents

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

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

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

8. Pre-Bid conference

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.
- e) Questionnaire as per Section XII.
- f) Manufacturer's Authorization Form (ref Section XIV, if applicable

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

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

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

11. Tender currencies

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

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

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

12. Tender Prices

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

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

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

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

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

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

final destination as specified in the List of Requirements and

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

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

a) The price of goods quoted FAS / FOB port of shipment, CIF port of entry in India or CIF specified place of destination in India as indicated in the List of Requirements,
b) Wherever applicable, the amount of custom duty and import duty on the goods to be imported.

c) The charges for inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination, as specified in the List of Requirements.

d) The charges for incidental services, as and if mentioned in the List of Requirements.

12.7 Additional information and instruction on Duties and Taxes:

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

12.8 Goods and Services Tax:

a) If reimbursement of Goods and Services Tax is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the tax applicable. In the absence of any such stipulation, it will be presumed that the prices quoted are firm and final and no claim on account of Goods and Services Tax will be entertained after the opening of tenders.

b) If a Tenderer chooses to quote a price inclusive of Goods and Services Tax and also desires to be reimbursed for variation, if any, in the Goods and Services Tax during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of Goods and Services Tax included in its price. Failure to indicate all such details in clear terms may result in statutory variations being denied to the tenderer.

c) Subject to sub clauses 12.8 (a) & (b) above, any change in Goods and Services Tax upward / downward as a result of any statutory variation in Goods and Services Tax taking place within original Delivery Period shall be allowed to the extent of actual quantum of Goods and Services Tax paid by the supplier. In case of downward revision in Goods and Services Tax, the actual quantum of reduction of Goods and Services Tax shall be reimbursed to BRBNMPL by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

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

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

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

i) The tenderer should quote the exact percentage of GST that they will be charging extra.

ii) While quoting the rates, tenderers should pass on (by way of reduction in prices) the input tax credit that would become available to them by switching over to the new system of GST from the existing system of tax, duly stating the quantum of such credit per unit of the item quoted for.

iii) The tenderer while quoting for tenders should give the following declaration:

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

iv) The supplier while claiming the payment shall furnish the following certificate to the paying authorities:

"We hereby declare that additional input tax credit to the tune of Rs..... has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted."

12.11 Duties, taxes and other levies of Local bodies

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

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

12.12 Duties/ Taxes on Raw Materials

BRBNMPL is not liable for any claim from the supplier on account of fresh imposition and / or increase (including statutory increase) of Customs duty, Goods and Services Tax or any other similar duties and taxes on raw materials and/or components used directly in the manufacture of the contracted goods taking place during the pendency of the contract, unless such liability is specifically agreed to in terms of the contract.

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

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

12.14 Customs Duty:

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

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. Authorized Dealer/Distributor/Representative

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

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

Note

(i) In a tender, either the Principal manufacturer/OEM or its authorized dealer/distributor/representative can bid but both cannot bid simultaneously in the same tender.

(ii) In case the bidder is an authorized Dealer/Distributor/Representative, except in case of Commercially-Off-the-Shelf (COTS) items, then

(a) the bidder should have been associated as authorised dealer/distributor/representative of the same or other Principal Manufacturer/OEM for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years ending on 31st March (or any other year ending followed in relevant country) of the previous financial year; and

(b) the principal manufacturer/OEM should furnish a legally enforceable tender-specific authorisation in the prescribed form (Section XIV of SBD) assuring full guarantee and warranty obligations as per the general and special conditions of contract and to abide by other tender terms and conditions. The letter of authorisation should be signed by a person competent and having the power of attorney to legally bind the manufacturer; and

(c) the principal manufacturer/OEM should meet all the pre-qualification criteria without exemption.

(iii) For commercially off the shelf (COTS) items with clear and standard specifications, a valid dealership certificate will have to be submitted.

14. Firm Price / Variable Price

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

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

considered further, taking price variation asked for by the tenderer as zero.

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

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

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

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

14.7 Documents for claiming ERV:

- i. A bill of ERV claim enclosing working sheet
- ii. Banker's Certificate/debit advice detailing 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 authorized Dealer / Distributor / Representative stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/ or technical specifications.

17. Documents establishing Good's Conformity to Tender document

17.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and

services specified by BRBNMPL in the tender documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by BRBNMPL in the tender documents to establish technical responsiveness of the goods and services offered in its tender.

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

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

18. Earnest Money Deposit (EMD)

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

18.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Central Purchase Organisation or as a Micro and Small Enterprise (MSE) as defined in MSEs Order 2012 issued by Ministry of Micro, Small and Medium Enterprises (MSME) or as a Startup as recognised by Department for Promotion of Industry and Internal Trade (DPIIT), are exempted from payment of earnest money. In case the tenderer falls in these categories, it should furnish certified copy of its valid registration details (registration with CPO or as a MSE or as a Startup, as the case may be). Micro & Small Enterprises must attach Registration Certificate issued by DIC / KVIC / KVIB / Coir Board / NSIC / Directorate of Handicrafts and Handlooms, or any other body specified by MSME for authentication such as Udyog Aadhaar Memorandum / Acknowledgment.

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

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

- a) Account Payee Demand Draft from any scheduled commercial bank in India or
- b) Banker's cheque from any scheduled commercial bank in India or
- c) Online Bank Transfer (Proof of online transfer to be submitted)
- d) Other Electronic Modes of Payment
 - Debit Card powered by RuPay
 - Unified Payments Interface (UPI) (BHIM-UPI)
 - Unified Payments Interface Quick Response Code (UPI QR Code) (BHIM-UPI QR Code)

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

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

18.6 Unsuccessful tenderers' earnest monies will be returned to them without any interest whatsoever within 15 days of determination of the tenderers as unsuccessful after opening of Price Bid. The successful bidder's bid security (EMD) can be adjusted against the SD or returned as per the terms of the tender document. The balance can be deducted from the supplier's bill/invoice before release of payment. Unlike Procurement of Works, in Procurement of Goods, the concept of taking part of Performance Guarantee as money retained from first or progressive bills of the supplier is not acceptable.

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

19. Tender Validity

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

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

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

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

20. Signing and Sealing of Tender

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

(a) As Sole Proprietor of the concern or as attorney of the Sole Proprietor;

(b) As Partner (s) of the firm;

(c) As Director, Manager or Secretary in case the of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

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

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

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

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

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

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

20.8 For purchasing capital equipment, high value plant, machinery etc. of complex and technical nature, tender document will seek quotation in two parts (Two Bid System)- first part containing the relevant technical details of the equipment / machinery etc., and in the second part, price quotation along with other allied issues. First part will be known as 'Technical Bid', and the second part 'Financial bid'. Tenderer shall seal separately 'Technical Bid' and 'Financial bid' and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and evaluation would be done as described in clause 25.24.4 below. Further details would be given in SIT, if considered necessary.

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

D SUBMISSION OF TENDERS

21.Submission of Tenders

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

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

22.Late Tender

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

23. Alteration and Withdrawal of Tender

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

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

E TENDER OPENING

24.Opening of Tenders

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

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

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

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

F SCRUTINY AND EVALUATION OF TENDERS

25. Basic Principle

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

26. Preliminary Scrutiny of Tenders

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

requirements, are liable to be treated as unresponsive and ignored.

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

a) Tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document.

b) Tenderer is not eligible.

c) Tender validity is shorter than the required period.

d) Required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption.

e) Tenderer has quoted for goods manufactured by a different firm without the required authority letter from that manufacturer.

f) Tenderer has not agreed to give the required performance security.

g) Goods offered are sub-standard, not meeting the required specification etc.

h) Tenderer has not agreed to essential condition(s) specially incorporated in the tender enquiry.

i) Against a schedule in the List of Requirement (incorporated in the tender enquiry), the Tenderer has not quoted for the entire requirement as specified in that schedule. (Example: In a schedule, it has been stipulated that the Tenderer will supply the equipment, install and commission it and also train BRBNMPL's operators for operating the equipment. The Tenderer has however, quoted only for supply of the equipment).

27. Minor Infirmary / Irregularity / Non-Conformity

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

28. Discrepancy in Prices

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

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

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

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

29. Discrepancy between original and copies of Tender

In case any discrepancy is observed between the text etc. of the original and that in the other copies of the same tender set, the text etc. of the original shall prevail. Here also, BRBNMPL will convey its observation suitably to the tenderer by 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 Bill Currency selling exchange rates established by the State Bank of India for similar transactions, as on the date of tender opening.

33. Schedule-wise Evaluation

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

34. Comparison on CIF/FOR Destination Basis

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

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

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

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

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

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

35.3 As per policies of the Government from time to time, the purchaser reserves its option to give price preference to Micro & Small Scale Industries in comparison to the large scale Industries. This price preference cannot however be taken for granted and every 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 misdemeanour and would be dealt accordingly as per Clause 44 below.

38. Negotiations

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

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

39. Contacting BRBNMPL

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

39.2. It will be treated as a serious misdemeanour in case a tenderer attempts to influence BRBNMPL's decision on scrutiny, comparison, evaluation and award of the contracts. In such a case the tender of the tenderer shall be liable for rejection in addition to appropriate administrative

actions being taken against that tenderer, as deemed fit by BRBNMPL, in terms of clause 44 of GIT.

G AWARD OF CONTRACT

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

41. Award Criteria

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

42. Variation of Quantities at the Time of Award

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

43. Parallel Contracts

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

44. Serious Misdemeanours

44.1. Following would be considered serious misdemeanours: i. Submission of misleading/false/fraudulent information/ documents by the bidder in their bid

ii. Submission of fraudulent/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 misdemeanour, including declaring them ineligible to be awarded BRBNMPL contracts for indefinite or for a stated period.

45. Notification of Award

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

about the performance security have been provided under GCC Clause 6 under Section IV.

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

46. Issue of Contract

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

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

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

48. Return of EMD

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

49. Publication of Tender Result

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

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

50. Rate Contract Tenders

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

i. Earnest Money Deposit (EMD) is to be furnished by unregistered bidders only.

ii. In the Schedule of Requirement, no commitment of quantity is mentioned; only the anticipated requirement is mentioned without any commitment.

iii. BRBNMPL reserves the right to conclude more than one rate contract for the same item.

iv. Unless otherwise specified in SIT, the currency of a Rate Contract would normally be for one year.

v. During the currency of the Rate Contract, BRBNMPL may withdraw the rate contract by serving suitable notice. The prescribed notice period is generally thirty days.

vi. During the currency of the Rate Contract, BRBNMPL would have the option to renegotiate the price with the rate contract holders.

vii. During the currency of the Rate Contract, in case of emergency, BRBNMPL may purchase the same item through ad hoc contract with a 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

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

50.4 Renewal of Rate Contracts

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

51. Prequalification Bidding

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

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

52. Tenders involving Samples

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

52.2 Purchaser's Samples: If indicated in the SIT, A Purchaser's sample may be displayed to indicate required characteristics over and above the Specifications for perusal of the bidders. Name and Designation of the Custodian, Place, Dates and Time of inspection of Purchaser's sample will be indicated in the SIT. The supplies in the contract will have to meet the indicated required characteristics for which the Purchaser's sample was displayed, besides meeting the specification listed in

Section VII — "Technical Specifications" of the SBD. He would be issued a sealed Purchaser's sample for the purpose at the time of award of the contract.

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

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

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

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

53. Expression of Interest (EOI) Tenders:

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

i.Registration of Vendors for Supply of particular Stores or certain categories of Stores.

ii.Development of new items or Indigenization of Imported stores

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

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

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

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

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

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

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

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

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

54.Tenders for Disposal of Scrap

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

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

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

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

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

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

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

offered for sale lying at the premises or were joined or attached to the material offered for sale.

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

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

54.3 Submission of Offer:

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

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

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

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

54.3.5 Duties, taxes and other levies of local bodies, whatever in force, shall be payable extra by the purchaser as per rules applicable to BRBNMPL. Current and valid PAN and Goods and Services Tax Identification Number (GSTIN), wherever applicable, must be provided in the Bid of the Tenderer.

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

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

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

54.4 Notification of Acceptance and Award of Contract:

54.4.1 The successful tenderer, herein after referred to as purchasers, shall have to submit security deposit (SD) @ 10% of the total sale value of the contract within 5 working days of issue of the sale contract (excluding the date of issue of sale contract). The SD shall be deposited in the form of account payee demand draft, drawn on any scheduled commercial bank in India in favour of Bharatiya Reserve Bank Note Mudran Private Limited as mentioned in clause 3 of NIT in connection with EMD.

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

54.5 Disposal Tenders for Security and Sensitive Machinery and Items:

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

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

55. Development and Indigenization Tenders:

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

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

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

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

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

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

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

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

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

be placed upon the LI vendor only.

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

55.9 Quantity for Development Commitment In Next three years ,after the newly developed firm is able to successfully complete Development orders with +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.

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

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.)

S No	GIT Clause No	Topic	SIT Provision
1	1 to 7	PREAMBLE-Introduction, Language of Tender, Eligible Tenderers, Eligible Goods and Services (Origin of Goods), Tendering Expense, Tender Documents, Amendments to Tender Documents.	No Change
2	6.1	Section XX : Pre contract Integrity Pact	Applicable
3	8	Pre-bid conference	Date: 19 th October 2020 Venue: BRBNMPL, Mysuru Purchaser reserves the right to change the date of pre-bid conference and the information about change if any will be published only in the Company web site. Interested parties are required to provide their query in writing so as to reach us latest by 16 th October 2020. Queries not given in writing and given after due date may not be considered. Bidders (if desired) can visit Manufacturing site for better understanding of the Purchaser's requirement. Purchaser reserves the right to make necessary amendments at his sole discretion to the tender document, post pre-bid meeting and any such amendment will be uploaded only in the website.
4	9 to 10	Time Limit for receiving request for clarification of Tender Documents, Documents comprising the tender.	BRBNMPL will respond in writing to any clarifications, provided the same is received by BRBNMPL not later than ten days prior to

S No	GIT Clause No	Topic	SIT Provision
			the prescribed date of submission of tender
5	11	Tender currencies	Bidders to quote the price in Indian Rupees (INR) only.
6	12 to 15	Tender prices, Indian Agent, Firm price, Alternative tenders	No Change
7	16	Documents Establishing tenderers eligibility and qualifications	No Change
8	17	Documents establishing goods conformity to tender document	No Change
9	18	Earnest Money Deposit (EMD)	No Change
10	19	Tender Validity (120 days in case of two-bid system after the date of tender opening prescribed in the tender document)	No Change
11	20	Signing and Sealing of Tender Note: The following SIT provision is made with respect the following clause 20.4. Number of Copies of Tenders to be submitted: One copy only (duplicate copy not required) 20.9: E procurement: Not permitted	No Change No of copies – 01 no.
12	21 to 23	Submission of Tenders, Late Tender, Alteration and Withdrawal of Tender	No Change
13	24	Opening of tenders	No Change
14	25	Basic principle	No Change
15	26 to 30	Preliminary Scrutiny of Tenders, Minor Infirmary / Irregularity / Non-Conformity, Discrepancy in Prices, Discrepancy between original and copies of Tender, Clarification of Bids.	No Change
16	31	Qualification / Eligibility Criteria	As detailed in Section IX. Relaxations for MSE, MSME and start-ups as given below the table.
17	32 to 34	Conversion of tender currencies to Indian Rupees, Schedule-wise Evaluation, Comparison on CIF Destination Basis	No Change
18	35.3	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders	In addition to GIT Clause 35 & 36, Price Preference to MSE is detailed below the table
19	36 to 49	Tenderer's capability to perform the contract, Tenderer's capability to perform the contract, Cartel Formation / Pool Rates, Negotiations, Contacting	No Change

S No	GIT Clause No	Topic	SIT Provision
		BRBNMPL, AWARD OF CONTRACT, Award Criteria, Variation of Quantities at the Time of Award, Parallel Contracts, Serious Misdemeanours, Notification of Award, Issue of Contract, Non-receipt of Performance Security and Contract by BRBNMPL, Return of EMD, Publication of Tender Result	
20	50	Rate Contract Tenders	Not Applicable
21	51 to 55	PQB Tenders, Tenders involving Purchaser's and Pre-Production Samples, EOI Tenders, Tenders for Disposal of Scrap, Development / Indigenization Tenders	Not Applicable

SALIENT FEATURES OF REVISED 'PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER, 2017'

- As per the revised Order, suppliers have been classified as 'Class-I local supplier', 'Class-II local supplier' and 'Non-local supplier' as defined below (para 2 of order): -
 - 'Class-I local supplier' - supplier or service provider whose Goods, Services or Works has local content equal to or more than 50% - shall get purchase preference provided quoted price falling within margin of price preference i.e. within L1 + 20%
 - 'Class-II local supplier' - supplier or service provider whose Goods, Services or Works has local content more than 20% but less than 50% - shall not get any purchase preference
 - 'Non-local supplier' - supplier or service provider whose Goods, Services or Works has local content less than or equal to 20% - shall not get any purchase preference
- Other important definitions (para 2 of order): -
 - 'Local content'- means the amount of value added in India i.e. total value of the item (excluding local taxes) minus the value of import content in the item (including customs duty) as a proportion of the total value of the item, in percent
 - 'Margin of purchase preference' – means the maximum extent to which the price quoted by a 'Class-I local supplier' can be above L1 price for the purpose of purchase preference. The margin of purchase preference shall be 20%
- Different procurement scenarios in procurement of Goods, Services or Works (para 3 of order): -

S/N	Scenario	Tender Type	Tender value	Eligible bidder	Relaxation
1	There is sufficient local capacity and competition	OTE/NCB	Any value	'Class-I local supplier'	Relaxation (as per para 10 (a) and (b) of order)

2	There isn't sufficient local capacity and competition	OTE/NCB	< ₹200 crore	'Class-I supplier'	local	Relaxation (as per para 10 (a) and (b) of order)
		GTE/ICB	Any value*	'Class-II supplier'	local	
				'Class-I supplier'	local	Relaxation (as per para 10 (a) and (b) of order) to Class-I and Class-II local suppliers
				'Class-II supplier'	local	
				'Non-local supplier'		

* For tender value < ₹200 crore, GTE/ICB shall not be issued except with the approval of Competent Authority as per amended Rule 161 (iv) of GFR 2017

4. Procedure for purchase preference to 'Class-I local supplier' applicable for procurement scenario 2 in para 3 above is explained below in brief (para 3A (b) and (c) of order): -

i. Procurement of Goods and Works which are divisible in nature (e.g. consumables): -

- If L1 is 'Class-I local supplier' – 100% awarded to L1
- If L1 is not 'Class-I local supplier' – 50% awarded to L1
- Remaining 50% awarded to lowest bidder among 'Class-I local supplier' falling within L1+20% subject to matching L1 price
- If unable to match L1 price or accepts less than offered quantity, next lowest 'Class-I local supplier' bidder within L1+20% is invited to match L1 price for remaining quantity and so on and contract will be awarded accordingly
- If some quantity is left uncovered on 'Class-I local supplier', then such balance quantity can be ordered on the original L1 bidder

ii. Procurement of Goods and Works which are not divisible in nature and procurement of Services where bid is evaluated on price alone: -

- If L1 is 'Class-I local supplier' – 100% awarded to L1
- If L1 is not 'Class-I local supplier'
- Lowest bidder among 'Class-I local supplier' falling within L1+20% is invited to match L1 price – contract awarded subject to matching L1 price
- If unable to match L1 price, next lowest 'Class-I local supplier' bidder within L1+20% is invited to match L1 price and so on and contract will be awarded accordingly
- If none of the 'Class-I local supplier' bidder within L1+20% is unable to match L1 price, contract awarded to original L1 bidder

5. False declarations (para 9 (f) & (g) of DPIIT order),
False declarations will be breach of the code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other

procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

Besides above, the bidders have to submit a declaration and undertaking along with their offer as per Declaration & Undertaking by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with TReDS/GeM.

SALIENT FEATURES OF 'PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSES) ORDER, 2012'

CONDITIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

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

considered for availing benefits under MSEs Order, 2012 as per guidelines issued by MoMSME.

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

to match the rate of L1 for award of the quantity/order.

17. For more clarity in this regard, following table is furnished: -

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

18. The purchase preference to MSEs is not applicable for works contracts where supply of goods not produced by MSEs is also involved.

19. Special provision for MSEs owned by SC & ST entrepreneurs: Out of the 25% target of annual procurement from MSEs, 4% shall be earmarked for procurement from MSEs owned by SC & ST entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, 4% sub-target so earmarked shall be met from other MSEs.

20. To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority in addition to certificate of registration with any one of the agencies mentioned in paragraph 1 above. Alternatively, the bidder shall be responsible to furnish necessary documentary evidence for enabling BRBNMPL to ascertain that the MSE is owned by SC/ST entrepreneurs. MSE owned by SC/ST is defined as:

- In case of Proprietary MSE, proprietor(s) shall be SC/ST
- In case of Partnership MSE, the SC/ST partners shall be holding at least 51% shares in the enterprise
- In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters

21. Special provision for MSEs owned by women entrepreneurs: Out of the 25% target of annual procurement from MSEs, 3% shall be earmarked for procurement from MSEs owned by women entrepreneurs in addition to 4% earmarked for MSEs owned by SC/ST entrepreneurs. MSE owned by Women is defined as:

- In case of Proprietary MSE, proprietor(s) shall be Women
- In case of Partnership MSE, the Women partners shall be holding at least 51% shares in the enterprise
- In case of Private Limited Companies, at least 51% share shall be held by Women promoters

22. Micro & Small Scale Enterprises have to submit a declaration and undertaking along with their offer as per Declaration & Undertaking by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with TReDS/GeM.

CONDITIONS FOR START-UP COMPANIES:

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

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

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

1. The bidder can avail only one out of the two applicable purchase preference policies, i.e., MSEs-2012 and MII-2017. Therefore, bidder will be required to furnish the option under which he desires to avail purchase preference. This option must be declared within the offer and in case bidder fails to do so although he is eligible under both the Policies, BRBNMPL shall evaluate his offer considering MSEs-2012 as the default chosen option.
2. In case a bidder opts for preference under MSEs-2012, he shall not be eligible to claim benefit under MII-2017 (irrespective of the fact whether he furnishes the details of local content in his offer and the same meets the stipulated local content criteria).
3. In case a bidder opts for purchase preference based on MII-2017, he shall not be entitled to claim benefit of purchase preference as applicable for MSE bidders under MSEs-2012. However, the exemptions from furnishing Bid security (EMD) shall continue to be available to such a bidder.
4. In view of the above,
 - a. The bidder's quoted prices against various items of enquiry shall remain valid even in case of splitting of quantities of the items, except in case of items where the quantity cannot be split since these are to be awarded in a Lot or as a package or Group.
 - b. While evaluating the bids, for price matching opportunities and distribution of quantities among bidders, the order of precedence shall be as under:
 - MSE bidder (MSEs-2012)
 - Class-I local supplier (MII-2017)
5. In case the bidder has not declared his status as to whether he is an MSE Bidder or Class-I local supplier during bid submission, then he will be considered as non MII-2017 compliant bidder and evaluated accordingly. No further correspondence will be made in this regard.

6. Examples of Purchase Preference:

a. Non divisible item

L1 bidder is neither MSE nor Class-I local supplier

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

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

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

b. Divisible item

L1 bidder is neither MSE nor Class-I local supplier

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

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

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

Note:

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

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

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

SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC)

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

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

1.1 Definitions and Interpretation:

(i) "Contract" means the letter or memorandum communicating to the Contractor the acceptance of this tender and includes "Intimation of Award" of his tender; "Contract" includes 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, successors, authorized dealers / representatives, stockists and distributors. Other homologous terms are: Vendor, Firm, Manufacturer, OEM etc.;

(iii) "Drawing" means the drawing or drawings specified in or annexed to the Specifications;

(iv) "Government" means the Central Government or a State Government as the case may be;

(v) The "Inspecting Officer" means the person, or organisation specified in the contract for the purpose of inspection of stores of work under the contract and includes his / their authorised representative;

(vi) "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser;

(vii) The "Purchaser" means BRBNMPL — the organization purchasing goods and services as incorporated in the documents;

(viii) "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof;

(ix) "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer;

(x) The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in the contract —

a. The consignee at his premises; or

b. Where so provided, the interim consignee at his premises; or

c. A carrier or other person named in the contract for the purpose of transmission to the consignee; or

d. The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.

(xi) "Writing" or "Written" includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal, as the case may be.

(xii) Words in the singular include the plural and vice-versa.

(xiii) Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.

(xiv) The heading of these conditions shall not affect the interpretation or construction thereof.

(xv) Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.

(xv) PARTIES: The parties to the contract are the "Contractor" and the "Purchaser", as defined above;

(xvi) "Tender" means quotation / bid received from a firm / supplier.

(xvii) "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.

(xviii) "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.

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

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

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

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

(xxiv) "Inspection" means activities such as measuring, examining, testing, analyzing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.

(xxv) "Day" means calendar day.

1.2 Abbreviations:

"AAEC" means "Appreciable Adverse Effect on Competition" as per Competition Act

"BG" means Bank Guarantee

"BL or B/L" means Bill of Lading

"CD" means Custom Duty

"CIF" means Cost, Insurance and Freight Included

"CMD" means Chairman and Managing Director

"CPSU" means Central Public Sector Undertaking

"CST" means Central Sales Tax

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

2. Application

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

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

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

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

- i. Indian Contracts Act, 1872
- ii. Sale of Goods Act, 1930
- iii. Arbitration and Conciliation Act, 1996
- iv. Competition Act, 2002 as amended by Competition (Amendment Act), 2007
- v. Contractor's Tender Submissions including Revised Offer during Negotiations if any
- vi. Conditions in other parts of the Tender Documents

vii. Correspondence including counter-offers if any; between the Contactor and BRBNMPL during the Tender Finalization

viii. Notification of award and Contract Documents

ix. Subsequent Amendments to the Contract.

3. Use of contract documents and information

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

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

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

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

4. Patent Rights

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

5. Country of Origin

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

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

6. Performance Bond / Security

6.1. Within twenty-one days after the issue of notification of award by BRBNMPL, the supplier shall furnish performance security to BRBNMPL for an amount equal to ten per cent of the total value of the contract, valid up to sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.

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

a. Account Payee Demand Draft drawn on any scheduled commercial bank in India, in favour of Bharatiya Reserve Bank Note Mudran Private Limited as indicated in the clause 3 of NIT in reference to EMD.

b. Bank Guarantee issued/confirmed by any scheduled commercial bank in India, in the prescribed form as provided in section XV of this document.

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

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

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

7. Technical Specifications and Standards

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

8. Packing and Marking

8.1. The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit 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/FOR destination basis, the supplier shall be responsible till the entire stores contracted for arrive in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier in its own name and not in the name of BRBNMPL or its Consignee.

12.3 In the case of FOB and CFR offers for import of Goods, insurance shall be arranged by the Purchaser. However, the supplier must give sufficient notice to the Purchaser prior to the date of shipment, so that the Insurance Cover for the shipment can be activated. The Supplier must co-ordinate so as to ensure that the Shipment sails only with Insurance cover in place.

12.4 In case of Import of Goods, even in case where the insurance is paid by the Purchaser, and loss or damage shall be made good by the Contractor free of cost, without waiting for the settlement of insurance claim. The payment after settlement of insurance claim shall be reimbursed by the Purchaser to the Contractor. It will be entirely the responsibility of the Contractor to make good loss/damage without waiting for settlement of insurance claim so that machine is commissioned within the time specified in the contract.

13. Spare parts

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

a) The spare parts as selected by BRBNMPL to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and

b) In case the production of the spare parts is discontinued:

i. sufficient advance notice to BRBNMPL before such discontinuation to provide adequate time to BRBNMPL to purchase the required spare parts etc., and
ii. immediately following such discontinuation, providing BRBNMPL, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by BRBNMPL.

13.2. Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that

the same are supplied to BRBNMPL promptly on receipt of order from BRBNMPL.

14. Incidental services

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

a) Providing required jigs and tools for assembly, start-up and maintenance of the goods

b) Supplying required number of operation & maintenance manual for the goods

c) Installation and commissioning of the goods

d) Training of BRBNMPL's operators for operating and maintaining the goods

e) Providing after sales service during the tenure of the contract

f) Providing maintenance service after expiry of the warranty period of the goods if so incorporated in the contract

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

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

15.1. The supplier shall send all the relevant despatch documents well in time to BRBNMPL to enable BRBNMPL to clear or receive (as the case may be) the goods in terms of the contract. Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows:

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

(a) Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;

(b) Packing list;

(c) Insurance certificate;

(d) Railway receipt / Consignment note;

(e) Manufacturer's guarantee certificate and in-house inspection certificate;

(f) Inspection certificate issued by BRBNMPL's inspector

(g) Expected date of arrival of goods at destination and

(h) Any other document(s), as and if specifically mentioned in the contract.

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

(a) Clean on Board Airway Bill/Bill of Lading (B/L)

(b) Original Invoice

(c) Packing List

(d) Certificate of Origin from Seller's Chamber of Commerce

(e) Certificate of Quality and current manufacture from OEM

- (f) Dangerous Cargo Certificate, if any.
- (g) Insurance Policy of 110% if CIP/CIF contract.
- (h) Performance Bond / Warranty Certificate

16. Warranty

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

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

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

16.4. Upon receipt of such notice, the supplier shall, with all reasonable speed (or within the period, if specified in the SCC), repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/ goods after providing their replacements and no claim, whatsoever shall lie on BRBNMPL for such replaced parts/ goods thereafter.

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

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

17. Assignment

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

18. Sub Contracts

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

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

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

19. Modification of contract

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

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

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

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

20. Prices

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

21. Taxes and Duties

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

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

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

22.1. Unless otherwise specified in SCC, usual payment term is 100% on receipt and acceptance of goods by the 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 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 consignee.

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

i. 90% on receipt and acceptance of goods by the consignee 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/CFR/CIF/CIP price (as specified in the SCC) will be paid against invoice, inspection certificate (where applicable), shipping documents etc and balance within 21-30 days of successful installation and commissioning at the consignee's premises and acceptance by the consignee.

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

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

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

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

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

a) Original Invoice

b) Packing List

c) Certificate of country of origin of the goods from seller's Chamber of Commerce.

d) Certificate of pre-dispatch inspection by BRBNMPL's representative/ nominee

e) Manufacturer's test certificate

f) Performance/ Warrantee Bond

g) Certificate of insurance

h) Clean on Bill of lading/ Airway bill/ Rail receipt

or any other dispatch document, issued by a government agency (like postal department) or an agency duly authorized by the concerned ministry/ department

i) Consignee's Certificate confirming receipt and acceptance of goods

j) Dangerous Cargo Certificate, if any, in case of

imported goods.

k) Any other document specified.

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

22.10. In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:

(a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of 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, Goods and Services Tax or on account of any other duties and taxes which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

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

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

24. Liquidated damages

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

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

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

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

26. Termination for default

26.1. BRBNMPL, without prejudice to any other contractual rights and remedies available to it (BRBNMPL), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any

or all of the goods and/or services or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by BRBNMPL pursuant to GCC sub-clauses 23.3 and 23.4.

26.2. In the event of BRBNMPL terminates the contract in whole or in part, pursuant to GCC sub-clause 26.1 above, BRBNMPL may procure goods and/ or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of

the supplier and the supplier shall be liable to BRBNMPL for the extra expenditure, if any, incurred by BRBNMPL for arranging such procurement.

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

27. Termination for insolvency

27.1. In the event the supplier becomes bankrupt or otherwise insolvent or loses substantially the technical or financial capability (based on which he was selected for award of contract) or liquidation proceedings are commenced against it by a third party or by own volition, BRBNMPL reserves the right to terminate the contract, at any time, by serving written notice to the supplier, without any adverse consequence to BRBNMPL and without being liable to pay any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect any rights of action or remedies which have accrued or will accrue prior to termination or thereafter to BRBNMPL.

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

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

27.4 Escrow Arrangement

The Supplier shall deposit with a third party escrow agent mutually agreed to by the parties, a copy of Software and its source code and object code for safe keeping with instructions for it to be released forthwith to BRBNMPL, in the event the Supplier fails to make the source code/object code accessible to BRBNMPL whenever required and/or in the event the Supplier is likely to go into liquidation or goes into liquidation. In the event, the Supplier apprehends that it is likely to go into liquidation whether on account of liquidation proceedings commenced by a third party or in the event it anticipates filing for bankruptcy, then the Supplier shall inform BRBNMPL in advance and engage with it to determine the sale and possession of BRBNMPL's software and its source code. In the event

Supplier fails to do so, the third party escrow agent shall be instructed under the Escrow Agreement to release the Software and its source code to BRBNMPL as noted above.

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

specifications, test and error reports, and related correspondence and memoranda. And the term 'User Documentation' shall mean the end-user instruction manual that usually accompanies the Software instructing end users in the use of the Software in both printed and electronic form.

28. Force Majeure

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

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

28.3. In case due to a Force Majeure event BRBNMPL is unable to 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.

e) Bidders have to sign an Integrity Pact in tenders meeting the criteria of threshold value / nature of procurement. Integrity Pact format shall be included in the Bid Document as Section XX. Each page of such Integrity pact proforma would be duly signed by Purchaser's competent signatory. All pages of the Integrity Pact will have to be duly signed by the same signatory who is duly authorized to sign the bid and to make binding commitments on behalf of his company and to be submitted along with the technical bid. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway.

33. Resolution of disputes

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

33.2. Arbitration Clause:- If both parties fail to reach such amicable settlement, then either party (the Purchaser or Seller) may within 21 days of such failure give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in difference or of difference of which such written notice has been given and no other matter shall be referred to the arbitration in accordance with the conciliation and arbitration rules of International Chamber of Commerce (ICC)/United National Commission on International Trade Law (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 endeavors 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 there under.

35.2. Any information obtained in the course of the execution of the contract by the Contractor, his servants or agents or any person so employed, as to any matter whatsoever, which would or might be directly or indirectly,

of use to any enemy of India, must be treated secret and shall not at any time be communicated to any person.

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

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

36. Disposal / Sale of Scrap by Tender

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

36.2 Payment and Default

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

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

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

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

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

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

36.3 Deliveries, Delays and Breach of Contract

36.3.1 The Title of goods or material sold shall not be deemed to have been passed to the Purchaser / Bidder until and unless the full and final payment has been made by the purchaser, in accordance with the contract to the BRBNMPL and the authorized Officer has issued the Delivery Order in favor of the purchaser. The materials sold may be removed from the premises only on production of the cash receipt for the payment and a delivery order from the Officer authorized by the BRBNMPL.

36.3.2 Unless specified otherwise in SIT, delivery period for lifting of material shall be within 60 days from the date of finalization of contract agreement.

36.3.3 The work of delivery will be supervised by Stock Holder or his authorized representative, representative of accounts Department and Security Staff duly authorized by BRBNMPL for the propose of delivery. Delivery will be allowed during working hours.

36.3.4 No delivery of or materials sold shall be given on Sundays, Gazetted holidays and other shall holidays observed by BRBNMPL. The delivery of the goods or material shall be effected from the premises concerned only during its normal working hours. In order to complete the delivery within the working hours all loading must cease half an hour before the normal closing time of the concerned premises. The decision of the BRBNMPL with regard to the working hour shall be final and binding on the purchaser. Purchaser will not be allowed to lift the Scrap Material from more than one location at a time.

36.3.5 The purchased stores will be carried away by the purchaser at his risk and no claims against the BRBNMPL will be entertained for shortage in weight which may be discovered after the materials have left the premises wherefrom delivery is taken. If required the purchaser shall provide his own bags, cases or other receptacles for the removal of the scrap.

36.3.6 The BRBNMPL shall not be responsible for any accident that may occur to purchaser's labors/servants for any reasons whatsoever. The purchaser will himself have to ensure the safety of his workers and shall be liable to pay claims, whatsoever if any. BRBNMPL will not carry any responsibility of such payments. The purchaser will be responsible to supply personal protection equipments to his labour/servant and staff and no additional charges are admissible for the same.

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

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

36.3.9 If contractor fails to lift sold scrap within the specified period, penalty shall be levied at the rate of 0.5% per day of the value of un-removed Scrap. Moreover the material shall remain at the purchaser's risk until removal thereof. Further BRBNMPL will be entitled to charge the ground rent as stated in relevant Para of SCC, for the area in which the materials sold are kept or stored — which would be

recovered by the BRBNMPL from the Purchaser before removal of the material and In the event of default in payment thereof, the BRBNMPL at may its discretion shall be entitled to order the re-sale of such materials and forfeit the Security deposit or sale amount or both, paid by the purchaser.

36.3.10 If the purchaser makes slow progress with his contract and the BRBNMPL is of opinion that he may fail to fulfill the contract within the time specified in the conditions of sale, it will be lawful for the BRBNMPL to cancel the whole contract or such portion thereof as may not have been completed and the BRBNMPL shall be at liberty to dispose off the goods in any manner at the risk and expense of the purchaser.

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

36.3.12 If the purchaser makes default in complying with any of the condition of the contract, the sale of lot or lots in respect of which such default is made may be cancelled and such lot or lots may be put up again for sale and in such an event if a lower price is offered and accepted for such lot or lots then the purchaser shall

be liable to pay the difference in price thereof together with all expenses occasioned by such resale in default to the BRBNMPL provided further that the purchaser in default shall not be entitled to claim any profit which may arise from such resale.

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

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 GCC and that in the SCC, the provision contained in the SCC shall prevail.

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

S No	GCC Clause No	Topic	SCC Provision
1	1 to 5	Definitions; Interpretation and Abbreviations, Application, Use of contract documents and information, Patent Rights, Country of Origin	No Change
2	6	Performance Security	No Change
3	7 to 15	Technical Specifications and Standards, Packing and Marking, Inspection and Quality Control, Terms of Delivery, Transportation of Goods, Insurance, Spare parts, Distribution of Dispatch Documents for Clearance/ Receipt of Goods	No change
4	16	Warranty	The item should be warrantied against any manufacturing defect and workmanship for one year from the date of issue of FAC
5	17 & 18	Assignment, sub contracts	No change
6	19	Modification of contract	No change
7	20 & 21	Prices, Taxes and duties	No change
8	22	Terms and mode of payment	90% on receipt and acceptance of goods by the consignee at destination and on production of all required documents by the supplier & 10% after successful installation, commissioning, testing, training & completion of FAT and issue of FAC.
9	23 to 32	Delay in the supplier's performance, Liquidated damages, Custody and Return of BRBNMPL's Materials/ Equipment/ Documents loaned	No change

S No	GCC Clause No	Topic	SCC Provision
		to Contractor, Termination for default, Termination for insolvency, Force Majeure, Termination for convenience, Governing language, Notices, Code of Ethics,	
10	33	Resolution of disputes	Arbitration proceedings will be held at Mysuru and venue of arbitration will be Mysuru
11	34-35	Applicable Law, Secrecy,	No change
12	36	Disposal / Sale of Scrap by Tender	Not applicable to this tender

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

SECTION VI: LIST OF REQUIREMENTS

S No	Brief Description of Goods / Services	Quantity (No's)	Earnest Money Deposit (in INR)	Remarks
1	Automatic Process Control and Dosing System	01	13,49,000	(as per the Specifications mentioned in Section VII)

No pricing details shall be disclosed or hinted upon in any manner in this section.

Required Delivery Schedule: F.O.R, BRBNMPL, Mysuru Basis, to be completed within the specified **delivery period of 6 months from the date of issue of Letter of Intent (LOI)** and Installation, testing and commissioning for machine shall start within 30 days on receipt of the machine/s at Stores. Installation. Commissioning, testing and final acceptance of system should be completed within 60 days from date of receipt of item at BRBNMPL, Mysuru. Partial shipment will be permitted with the written consent from the Purchaser. 80% payment based on the supply effected by partial shipment will be made by the supplier as per the invoiced value and payment terms. However, 20% payment of all equipment will be retained and it will be released only after the issue of FAC.

Scope of Supply: Scope of Supply shall include besides the equipment offered & installation and commissioning, all the incidental services/accessories, considered necessary for supply installation and commissioning and the Price quoted in price Bid for the equipment should be inclusive of such services /accessories. Cost break-up showing costs of all these incidental services / accessories included in the scope of supply must be indicated in the Financial Bid in Section XI: Price Schedule. No price details should be given or hinted here at Part-I (Technical Bid). Accordingly mention here such services / accessories included in the scope of supply:

- a) Training - mention scope and extent.
- b) Any other incidental service (and their scope and extent)
- c) Additional software and/or accessories etc.
- d) Non-Comprehensive AMC for 5 Years.

Delivery of equipment's must be as per the specification and scope of work given in schedule VII and price bid should be as per Schedule XI.

Address:

GENERAL MANAGER (OSD)
BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED
(Wholly owned Subsidiary of Reserve Bank of India)
Ink Manufacturing Unit
Note Mudran Nagar, Mysuru - 570 003

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

SECTION VII: TECHNICAL SPECIFICATIONS

Tender No. 056/MYS/IMU-14/2020-21

dated 07.10.2020

BRBNMPL is intending to procure Automatic Process Control and Dosing System for its Banknote Ink Production Facility at Mysuru Press as per the details given below. Bidders, wherever required, shall quote for the machinery along with PLC controls and graphic display. Bidder shall note that all the electrical systems/equipment shall conform to IEC 60204.1.

Bidder shall compulsorily submit Clause-wise compliance for the Technical Specification. In case of deviations, they are required to provide the deviation list with appropriate remarks/justifications. Purchaser reserves the rights to accept or reject the deviations if any, at their sole discretion.

The broad description of the system envisaged is as below:

- a) Ground Level area (approximate) available for automatic system: 6.25 Meters X 5.4 Meters (LXW). Bidder shall design their layout in such a way that the offered system fits in the area mentioned above. The suggested layout of auto dosing area is attached as Annexure- 1. The bidder should visit the site to understand the requirement. However, the entire system should be built within the available area mentioned in the tender. The layout enclosed in Annexure-1 is suggested by BRBNMPL. However, as design of Auto Dosing is in scope of Bidder, Bidder can review & revise the layout as per his design to meet the entire requirements.
- b) If required above stated dosing system may be designed in two floor. Supplier can construct Mezzanine Floor with following details: Height from ground level: 4.5 Meters. Mezzanine floor maximum width shall be 5.4 Meters. However, Length of mezzanine floor can be extended more than 6.25 meters and the final design shall be discussed with the successful bidder. Construction of mezzanine floor with MS structural supports is in the scope of bidder. The complete unit is to be designed in such a way that it should be sturdy and have an easy access for operation and maintenance of equipments. The minimum life of the structure should be 10 years from any defect. The complete unit should have no vibrations and sound level during operation should be below 80 dB.
- c) Bidder has to submit the layout indicating the locations of components in the layout for study of technical feasibility and approval from BRBNMPL. If not technically feasible, bidder has to change the layout as per requirement of BRBNMPL without any change in quoted price. The above change may also be carried out during the work in case of necessity.

- d) Bidder has to submit the details of utility requirements i.e. power, compressed air, water etc. BRBNMPL will provide required infrastructure at one point near proposed auto dosing unit. Extending the utility to the auto dosing unit is under the scope of bidder.
- e) Bidder has to take up for Design, Manufacture, Testing, Supply, Installation, Commissioning, Training and Performance Testing of Automatic Process Control and Dosing System. Automatic Dosing system should be comprising of process control units, Server (Data & process control), Terminals, Dosing Systems, Scales & suitable SCADA, Bulk Bag handling unit (Capacity of 1 Tonne), all the required valves and pipe lines, structural work for pipe line & pumps along with necessary software. All Device should have ATEX Zone 2/equivalent Indian safety standard compliance (Flameproof & Explosion proof) wherever applicable. Dosing equipment is to be placed in the zone classifying a 1 m boundary around the equipment as ATEX Zone 2 and/or equivalent Indian safety standard. A certificate in this regard will have to be submitted at the end of the installation and commissioning.
- f) Being a turnkey project, all the work related with project i.e., unloading, shifting, civil, mechanical and electrical works are under the scope of bidder.
- g) Supplier will submit the BOQ of major equipments (Pumps, server, PLC, Valves etc.) along with quantity and make in technical bid documents. All the equipments should be as ATEX Zone 2 and/or equivalent Indian safety standard. Supplier should submit the above safety certificates during delivery of the equipments, if becomes successful bidder.
- h) All statutory test certificates wherever applicable has to be submitted during delivery of the equipments, if becomes successful bidder.

Process Requirements:

1. The requirement is for a system software to store and manage the dosing of all raw materials as per the recipe and ink formulations for manufacturing the banknote printing inks and to drive an auto-dosing/weighing system that can accurately dispense all raw materials as per formulation in a sequential manner.
2. The system should be driven by a server based platform with PLC controlled domain. The dosing of various raw materials through actuated valves, feeders, screw feeder, Shaker dosing pumps etc., using volumetric and/or gravimetric techniques to achieve the required accuracy.
3. The system shall be designed such that there will be one station where all the raw materials will be dosed automatically into the vessel (which will be moved manually to the station) with the desired components as per the formula selected.

4. The system should also be able to dispense all relevant forms of material as specified including liquids, powders and waxy pastes. The liquid & waxy pastes dosing/ Pumping and weighing operations are expected to be done on the ground floor, the powder dispensing units (one bulk bag handling and one for smaller bags) are expected to be on the mezzanine floor and the receiving vessels will be sited at ground level only.
5. There are bulk varnish tanks situated outside the production area (approx. 10m from weighing station) will also need to be auto-dosed with suitable actuator/ Valves/Over fill Protection, Human Machine Interface (HMI) for suitable operation. The pipeline from the storage tank has been laid down till the wall of proposed auto dosing area.
6. The successful bidder will be responsible for design, supply, installation and commissioning of the entire system (with the exception of bulk varnish storage tanks). The respective pump and valve which are already present at the outlet of varnish plant, need to be integrated by bidder to the offered auto dosing system.
7. The SCADA System shall include suitable visual monitor presentation, audible/visual alerts for process flow, such as completion of batches, low/high level of storage containers etc., or any other requirements felt needed during installation of the plant.
8. Bidder shall ensure that energy efficient modules and equipment are used in the offered system.
9. Bidder shall ensure that the system is designed in such a way that in case of failure in automation, system should have fall back arrangement for switching to manual operation until the automation is restored. However, the complete unit should be under fail safe mode in case of sudden breakdown/power failure/sudden stoppage.
10. Suitable pumps for different components, piping's(SS304), electrical cabling and cabinet, control system, structural and supporting parts as well as all required parts to ensure proper functioning along with the complete civil structure is under the scope of successful bidder.
11. Spare parts and consumables for one-year operation to be provided after FAT/FAC i.e. during warranty period.
12. Success bidder should provide critical spares list (for uninterrupted running of unit)
13. Training for Operators and Maintenance technicians to be provided for minimum of 5 working days.
14. Drawings and Documentation Required:
Three hard copies + 1 soft copy of the following documents shall be provided
 - a) General arrangement drawing of the system.
 - b) Electrical Circuit Diagram with detailed specifications of each component.

- c) Instruments Data Sheet, Instruction manual consisting of make, model, rating, part identification list, comprehensive part list shall be provided. Warranty/Guarantee certificates of individual components/parts provided by OEM.
- d) Operation and maintenance manual with fault diagnosis chart, remedial measures etc. shall be provided. Maintenance manual shall include dis-assembly and assembly of various components and allowable wear and clearances after repairs.
- e) Automation/HMI instruction, all PLC programs and ladder diagrams, architecture drawing for SCADA shall be provided.

15. Bidder shall include suitable user-friendly SCADA applicable for the offered system. Exact SCADA design requirement will be discussed with the successful bidder.

16. Bidder shall handover all the software / program along with license key and logic diagram of devices such as PLC/VFD/SCADA.

17. PLC & SCADA should have provision for connecting the Laptop with pre-loaded software to study and modify (in case required) the ladder diagram. Supplying of preloaded **Laptop is under the scope of successful bidder.**

18. Bidder should load the software in the laptop (included in the scope of supply) that is to be interfaced with PLC.

19. General Requirements for Data Storage:

a) Ink/Intermediate Formulations:

- 10000+ formulations
- Up to 20 lines per formulation
- Up to 1000 materials/intermediates
 - The system shall have provision for loading up to 16 components. However, system shall provision for storing the data up to 1000 materials & 10,000+ formulations.
- 10 alphanumeric characters per product "reference code" field
- 10 numeric characters per product master "standard batch" field
- 10 numeric characters per product auto-generated incremental "batch no." field
- 50 alphanumeric characters per product "description" field
- 400 alphanumeric characters per product "notes" field
- Capacity for extra data fields as will be required

b) Raw Materials: (Specification attached as Annexure 2)

- 1000+ materials
- Numeric "density" field to 2 decimal places (e.g. 1.02)

- 10 alphanumeric characters per product “reference code” field
- 50 alphanumeric characters per product “description” field
- 400 alphanumeric characters per product “notes” field
- Associated lot number database providing a “batch no” field
- Capacity for extra data fields as will be required

20. Control Cabinet:

The control console shall be suitable to Operate in hazardous environment. Cabinet should house all electrical & pneumatic parts necessary to operate the machine and should be kept near the dispensing unit. Control cabinet solution that is suitably rated with IP65.

21. Computer Specifications:

➤ **PLC Interface:**

- Any reputed Brand PLC like Siemens/ABB/Allen Bradley/Omron/Fuji/equivalent to interface PC with the electrical cabinet. Provision for interfacing of data with other accounting systems for data capture.
- Provision for USB port for interfacing with Laptop with pre-loaded software under the scope of bidder for studying and editing the PLC/Ladder program in case of requirements.

➤ **Computer for SCADA:**

- Any reputed brand like Dell/HP/Lenovo/equivalent Industrial PC (01 No) & LED TFT Monitor 17” & Keyboard, mouse, one colour printer.
- The computer should be loaded with user friendly suitable reputed SCADA licensed software like Siemens/Rockwell/Equivalent with 1500 tag limit and/or as per the mentioned requirements whichever is higher.
- Additional PC & monitor & keyboard for data & hardware back-up. In case of main PC failure, operator can switch to 2nd PC and continue the operation of entire system.
- Provision should be made to install further terminals as and when required. The bidder is required to provide a suitable system to meet the above requirement as per the system offered by them.

➤ **Data Server:**

- Capacity: Multicore CPU with Sufficient for 10 years’ storage of formulations, batch reports and operational data - 1TB minimum with RAID 1 backup.

The above sophisticated equipments i.e. Server & Computers to be installed in a suitable enclosure to prevent dust.

➤ **Software:**

Two Latest available software for the management of all dispensing operation. Software is to be supplied with valid license. The software supplied should be capable of the following:

a) Components

- Inset/modification/display of base components
- Dispensing parameters with automatic adjustment

b) Formulae

- Access to Formulae should require individual passwords.
- Change/Creation of Formulae should require Supervisor rights, with individual password, and validation by a second Supervisor user.
- Insert/modification/display of formulae
- Multiple formula- System shall have provision for storing and handling multiple formulations for the same product code & description
- Macro- component: create frequently used combination of components which will be entered as a single component with a formula

c) Reports

- Consumption pattern of raw materials.
- Print of raw materials those below the safety level.
- Raw material consumption.
- Trace batch code of the formulae used for specific production.
- Logbook of all events performed during the day.
- All statistics should be available for specific period.

22. Liquid Dosing:

- Design of the equipment shall comply to the Indian/International standards with suitable norms/codes.
- Supply will include Dosing head, capable to incorporate minimum 16 valves/components.
- Following valves/components will be installed with a provision for extension, if required in future:

Product Type	No of Dosing Units (No's)	Dosing method	Min Dosing Qty(Kg)	Max Dosing Qty(Kg)	Accuracy/ Batch (g)
Solvent	2	Suitable dosing method shall be chosen as per the nature of the product by the bidder	4	50	20
Varnish	4		20	500	100
Anti-oxidant Paste	1		1	5	5
Drier	1		1	5	5
Anti-Setoff paste	2		10	250	100
Extender Powder 1	1		20	500	200
Extender Powder 2	1		10	60	100
Spare(Solvent)	2		4	50	20
Spare(Varnish)	1		20	500	100
Total	15				
Additional connections for Varnish from Bulk Storage tank	4		20	500	100

- a. Automatic process control system shall be designed in such a way that a 500Kg batch (with a maximum of 7 components per recipe) should take not longer than 15 minutes from initiation to the end of the auto weighing process.
- b. There should be provision for modifying the rules for recipe ingredients and the order of dosing with controlled access. Further provision for reworking a batch by creating a new formula with the original batch number needs to be provided.
- c. Cycle Time: The actual time required for completion of loading of all raw materials is the cycle time. Time taken for actual loading of raw materials will be considered for cycle time verification.
- d. Drier is a part of formulation to be added if required and it is a part of cycle time.
- e. Provision to be made for minor additions manually to the vessel in process.
- f. Automatic washing system: Washing cycle should be there to start at the end of production. Washing liquid to be delivered to the dispensing head through dedicated pump.
- g. One pump for each component with PLC control should be there.
- h. Level monitoring system having suitable level sensors and level displays for all products (excluding powders) to be provided.
- i. System should trigger when the raw material in the station goes below the minimum level. A system of alarm/light indicator should be provided for alerting the operating staff when the minimum level is reached. The quantity of raw material in the station should be displayed at any point of time.
- j. There are two vessel sizes (Annexure 3 & 4) to be used with this system 270Ltr (approx. 230Kg net, I.D.-715mm, O.D -745MM, Height-860mm) and 700Ltr (approx. 500Kg net, ID. – 950mm, O.D.-980mm, Height – 1200mm). Minimum batch size is expected to be 100Kg and maximum 500Kg.
- k. All formulations shall be stored as 100% formulas and shall be calculated as Kg/Grams.
- l. It is envisaged that the final solution will consist of multiple dosing methods and weighing stations.
- m. The dosing equipment (load cells, pumps etc.) should be able to withstand the environment in which it is situated, especially on the mezzanine floor structure which may be subjected to physical disturbances when mid-dosing. This should be accounted for in both hardware & software of the supplied system.
- n. All equipment and materials must be suitable for the operating environment and IP65 rated equipment used in all production areas.

- o. The system must be robust, functional, reliable and suitable procedures put in place to maintain production in the case of any anticipated failure.

23. Raw Material Charging/Loading

- a. **Varnish:** Varnish will be supplied in 210 Litre closed drums (Annexure - 6) with standard opening (4nos) and from Bulk tank (4nos)
- b. **Extender Powder 1:** Bidder has to supply flexible intermediate bulk container discharge systems under the scope of supply. Extender will be supplied from this Dual bulk 1 Ton bags (Dimensions of Big Bag attached as Annexure - 5) on mezzanine floor. The system should be able to seamlessly switch to new bag when one becomes empty, part way through weighing. The system should be equipped with suitable vibrators and massagers. Provisions should be in place to prevent clogging or bridging. Suitable Dust collector system to collect all flying dust also to be incorporated, so that the entire area will be kept in cleaned condition.
 - i. These bulk container discharge systems shall be ergonomically designed to provide safe and efficient handling so as to reduce dust emissions and sound generation.
 - ii. Handling unit shall include suitable technique (movable/rotatable or similar arrangement) for allowing loading of bags directly from Fork lifts or from pallets.
 - iii. Shall have suitable bag tensioning devices to avoid blockages at outlet.
 - iv. Shall have systems for closing the bag to protect the contents of the bag from the atmosphere.
 - v. Shall have suitable provision for dust extraction.
 - vi. Shall be equipped with suitable load cell or weighing systems.
 - vii. Shall have integral electrical hoists. Load and safety certificate of hoists should be provided.
 - viii. Shall be equipped with suitable vibrators and massagers.
- c. **Extender Powder 2:** Bidder has to provide hopper for manual filling. Hopper should be able to hold at least up to 60 Kg of 1.5g/cc density powder. Provisions should be in place to prevent clogging or bridging. Separate bag discharging need not be a part of standard scope. However, hopper designs which minimize dust exposure to the operators should be considered. Hopper should be equipped with suitable cover to avoid flying of the raw material.
- d. **Anti-set off Paste:** Anti setoff paste is a mixture of varnish and variety of waxes which is in the form of a paste. This material is an intermediate product and it is envisaged that it will be packaged into 210Ltr open mouth steel drums (Annexure 6). The bidder shall provide a drum press-out system with valve or any other system

that is suitable to dispense this material. Samples of this material can be provided on request to the successful bidder.

- e. **Anti-oxidant Paste and Driers:** These liquids will be supplied in closed top 210Ltr drums or IBC's and stored.

All aspects of the system must be designed to ensure that the system can determine that there is enough stock of each material available in the hoppers/tanks before each batch weighing commences.

24. Electrical Floor Scale:

Dosing station should have a sunken floor platform scale installed which is integral to the system. Scale shall have a capacity of 1200Kgs Max load and $\pm 120g$ accuracy. Scale should have display, power supply and standard interface card. The scales should be fully robust and Material of Construction should be Stainless Steel.

25. Manual Weighing:

The standalone weighing station is not a part of the standard scope. However, provision for interfacing the standalone scale with the dosing system should be provided. The bidder may submit their offer for standalone weighing station as an option. However, the cost of option will not be considered for price evaluation.

26. General Terms & Conditions for Non-Comprehensive AMC

a) Supplier should provide the standard maintenance schedule and activities to be carried out for the plant. The maintenance schedule should be made quarterly, half yearly and annually maintenance basis. All the above types of scheduled maintenance to be completed within one working shift. Supplier should bring all the necessary tools & instruments required for carrying out the above scheduled maintenance.

b) The AMC is non-comprehensive and should be for five years. Supplier will depute the competent & qualified persons (Mechanical/electrical/electronic) for carrying out the maintenance activities. The AMC will be renewed every year at quoted rates after successful completion of the AMC for the present year. Payment will be made on quarterly basis after submission of bills/invoices and on satisfactory performance report from maintenance department.

c) The scheduled maintenance to be completed as per scheduled time in consultation with IMU-Maintenance and any delay in completing scheduled maintenance will attract penalty @0.5% per day subjected to maximum 10% of AMC amount.

d) Supplier will submit the list of critical spares and consumables to be kept ready to complete the scheduled maintenance on time. BRBNMPL will arrange the above spares and consumables for the maintenance activities/attending breakdown if any.

e) After completion of scheduled maintenance, regular operation of the system for minimum one shift will be observed in presence of technicians to ascertain the smooth running of plant.

f) Unlimited number of Breakdown calls is under the scope of AMC. The breakdown calls to be attended within 48 hours on registering the breakdown call. Supplier will provide dedicated telephone number and e-mail id for registering the breakdown call. Any delay in attending breakdown within stipulated time will attract penalty @0.5% per day subjected to maximum 10% of AMC amount or loss due to production, whichever is higher. Supplier should have provisions for providing On-Line support for resolving any technical issues raised during the operation.

g) In event of any breakdown supplier should be able to provide spares (which are not in the critical list provided by supplier) within 48 hours or verbal /e-mail/purchase order basis.

h) Before start of scheduled maintenance supplier will provide the list of manpower deployed with identity proof, qualification, ESI & PF details for preparing gate pass.

i) Apart from above stated terms & conditions the detailed terms and conditions of AMC will be finalised with successful bidder before completion of warranty period.

27. All the equipments, drives, PLC etc., should be ATEX Zone 2/Equivalent Indian Safety Standard and of reputed make such as;

Pump – Grundfos/Fristam/Rosewell/Yamada/Sanpiper/Blagdon/Equivalent

PLC – Siemens/ABB/Allen Bradley/Omron/Fuji/equivalent

Server – Dell/HP/Lenovo/IBM/Equivalent

Valves –L&T/Honeywell/Audco/Amco/Danfoss/Equivalent

SCADA – ABB/Siemens/Schneider/Honeywell/Rockwell/Equivalent

Electrical Accessories (Relay, Breaker, Contactor, Cables, etc.) –
Omron/ABB/Fuji/Siemens/Eaton/Equivalent

28. Other important contractual obligations:

- The bidder is expected to supply with in the contract price - initial commissioning spares, oil & lubricants and consumables as may be required during erection, testing, start-up

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

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

Note: Bidders (if desired) can visit Mysuru site for better understanding of Purchaser's requirement.

Other important points:

- 1) **Training:** At the discretion of purchaser, the bidder shall provide minimum of 5 working days training for our 04 operational personnel and 02 maintenance personnel at their premises and also minimum of 5 working days training during the installation and commissioning of the entire system at our premises. Facilities at BRBNMPL training Centre could also be utilized for this purpose. Cost of training at the bidder's premises will be a scope of the bidder and BRBNMPL shall bear cost of travel, boarding and lodging costs incurred in connection with the training.
- 2) **Pre-shipment Inspection Authority:** At BRBNMPL's discretion, a team of BRBNMPL officers may conduct pre-shipment inspection of the machine/s at the designated premises of the successful bidder or issue inspection waiver certificate at its discretion. The bidder shall confirm its readiness to operate the system for such inspection and BRBNMPL if desires to inspect, shall dispatch the inspection team to manufacturer's site within thirty (30) days of receipt of such confirmation or intimate the waiver. BRBNMPL shall bear cost of travel for boarding and lodging costs incurred in connection with the pre-shipment inspection. Bidder shall make necessary arrangements for the local transport during the visit of the team to bidder premises. During pre-shipment inspection, all the technical documents are to be produced and clarify the queries raised and implement the improvements suggested without imposing any financial load for clearance and acceptance by the BRBNMPL's inspection team. The norms to be followed during pre-shipment inspection will be finalized with the consultation of the bidder, which is to be followed scrupulously at the time of Pre-shipment inspection.

Important Note: Successful bidder shall demonstrate and achieve the performance guarantee values with regard to output and quality of the intermediate and finished products as shown in the FAT condition as per Section VIII: Quality Control Requirements. The performance of the system as a whole on an integrated basis shall be demonstrated during FAT (Final Acceptance Test) for 15 working days continuously. Successful bidder shall supervise and direct the operation during the performance test, and shall take full

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

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

Authorised signatory and stamp

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

COMPLIANCE STATEMENT FOR Design, Manufacturing, Testing, Supply, Installation, Commissioning, Training, Performance Testing & AMC of Automatic Process Control and Dosing System for Ink Manufacturing Unit at BRBNMPL, Mysuru

Against Tender no. 056/MYS/IMU-14/2020-21 dated 07.10.2020

We will supply the material strictly as per specifications and compliance statement given below.

PART-A: COMPLIANCE STATEMENT – TECHNICAL

Sl. No	Description of the system envisaged	Complied Yes/No -	Remarks
1	Ground Level area (approximate) available for automatic system: 6.25 Meters X 5.4 Meters (LXW). Bidder shall design their layout in such a way that the offered system fits in the area mentioned above. The suggested layout of auto dosing area is attached as Annexure- 1. The bidder should visit the site to understand the requirement. However, the entire system should be built within the available area mentioned in the tender. The layout enclosed in Annexure-1 is suggested by BRBNMPL. However, as design of Auto Dosing is in scope of Bidder, Bidder can review & revise the layout as per his design to meet the entire requirements.		
2	If required above stated dosing system may be designed in two floor. Supplier can construct Mezzanine Floor with following details: Height from ground level: 4.5 Meters. Mezzanine floor maximum width shall be 5.4 Meters. However, Length of mezzanine floor can be extended more than 6.25 meters and the final design shall be discussed with the successful bidder. Construction of mezzanine floor with MS structural supports is in the scope of bidder. The complete unit is to be designed in such a way that it should be sturdy and have an easy access for operation and maintenance of equipments. The minimum life of the structure should be 10 years from any defect. The complete unit should have no vibrations and sound level during operation should be below 80 dB.		

Sl. No	Description of the system envisaged	Complied Yes/No -	Remarks
3	Bidder has to submit the layout indicating the locations of components in the layout for study of technical feasibility and approval from BRBNMPL. If not technically feasible, bidder has to change the layout as per requirement of BRBNMPL without any change in quoted price. The above change may also be carried out during the work in case of necessity.		
4	Bidder has to submit the details of utility requirements i.e. power, compressed air, water etc. BRBNMPL will provide required infrastructure at one point near proposed auto dosing unit. Extending the utility to the auto dosing unit is under the scope of bidder.		
5	Bidder has to take up for Design, Manufacture, Testing, Supply, Installation, Commissioning, Training and Performance Testing of Automatic Process Control and Dosing System. Automatic Dosing system should be comprising of process control units, Server (Data & process control), Terminals, Dosing Systems, Scales & suitable SCADA, Bulk Bag handling unit (Capacity of 1 Tonne), all the required valves and pipe lines, structural work for pipe line & pumps along with necessary software. All Device should have ATEX Zone 2/equivalent Indian safety standard compliance (Flameproof & Explosion proof) wherever applicable. Dosing equipment is to be placed in the zone classifying a 1 m boundary around the equipment as ATEX Zone 2 and/or equivalent Indian safety standard. A certificate in this regard will have to be submitted at the end of the installation and commissioning.		
6	Being a turnkey project, all the work related with project i.e., unloading, shifting, civil, mechanical and electrical works are under the scope of bidder.		
7	Supplier will submit the BOQ of major equipments (Pumps, server, PLC, Valves etc.) along with quantity and make in technical bid documents. All the equipments should be as		

Sl. No	Description of the system envisaged	Complied Yes/No -	Remarks
	<p>ATEX Zone 2 and/or equivalent Indian safety standard. Supplier should submit the above safety certificates during delivery of the equipments, if becomes successful bidder.</p> <p>All statutory test certificates wherever applicable has to be submitted during delivery of the equipments, if becomes successful bidder.</p>		
8	<p>Process Requirements:</p> <p>1.The requirement is for a system software to store and manage the dosing of all raw materials as per the recipe and ink formulations for manufacturing the banknote printing inks and to drive an auto-dosing/weighing system that can accurately dispense all raw materials as per formulation in a sequential manner.</p> <p>2.The system should be driven by a server based platform with PLC controlled domain. The dosing of various raw materials through actuated valves, feeders, screw feeder, Shaker dosing pumps etc., using volumetric and/or gravimetric techniques to achieve the required accuracy.</p> <p>3. The system shall be designed such that there will be one station where all the raw materials will be dosed automatically into the vessel (which will be moved manually to the station) with the desired components as per the formula selected.</p> <p>4. The system should also be able to dispense all relevant forms of material as specified including liquids, powders and waxy pastes. The liquid & waxy pastes dosing/ Pumping and weighing operations are expected to be done on the ground floor, the powder dispensing units (one bulk bag handling and one for smaller bags) are expected to be on the mezzanine floor and the receiving vessels will be sited at ground level only.</p> <p>5. There are bulk varnish tanks situated outside the production area (approx. 10m from weighing station) will also need to be auto-dosed with suitable actuator/ Valves/Over fill Protection, Human Machine Interface (HMI) for suitable operation. The</p>		

Sl. No	Description of the system envisaged	Complied Yes/No -	Remarks
	<p>pipeline from the storage tank has been laid down till the wall of proposed auto dosing area.</p> <p>6. The successful bidder will be responsible for design, supply, installation and commissioning of the entire system (with the exception of bulk varnish storage tanks). The respective pump and valve which are already present at the outlet of varnish plant, need to be integrated by bidder to the offered auto dosing system.</p> <p>7. The SCADA System shall include suitable visual monitor presentation, audible/visual alerts for process flow, such as completion of batches, low/high level of storage containers etc., or any other requirements felt needed during installation of the plant.</p> <p>8. Bidder shall ensure that energy efficient modules and equipment are used in the offered system.</p> <p>9. Bidder shall ensure that the system is designed in such a way that in case of failure in automation, system should have fall back arrangement for switching to manual operation until the automation is restored. However, the complete unit should be under fail safe mode in case of sudden breakdown/power failure/sudden stoppage.</p> <p>10. Suitable pumps for different components, piping's(SS304), electrical cabling and cabinet, control system, structural and supporting parts as well as all required parts to ensure proper functioning along with the complete civil structure is under the scope of successful bidder.</p> <p>11. Spare parts and consumables for one-year operation to be provided after FAT/FAC i.e. during warranty period.</p> <p>12. Success bidder should provide critical spares list (for uninterrupted running of unit)</p> <p>13. Training for Operators and Maintenance technicians to be provided for minimum of 5 working days.</p> <p>17. Drawings and Documentation Required: Three hard copies + 1 soft copy of the following documents shall be provided</p>		

Sl. No	Description of the system envisaged	Complied Yes/No -	Remarks
	<p>a) General arrangement drawing of the system.</p> <p>b) Electrical Circuit Diagram with detailed specifications of each component.</p> <p>c) Instruments Data Sheet, Instruction manual consisting of make, model, rating, part identification list, comprehensive part list shall be provided. Warranty/Guarantee certificates of individual components/parts provided by OEM.</p> <p>d) Operation and maintenance manual with fault diagnosis chart, remedial measures etc. shall be provided. Maintenance manual shall include dis-assembly and assembly of various components and allowable wear and clearances after repairs.</p> <p>e) Automation/HMI instruction, all PLC programs and ladder diagrams, architecture drawing for SCADA shall be provided.</p> <p>18. Bidder shall include suitable user-friendly SCADA applicable for the offered system. Exact SCADA design requirement will be discussed with the successful bidder.</p> <p>19. Bidder shall handover all the software / program along with license key and logic diagram of devices such as PLC/VFD/SCADA.</p> <p>20. PLC & SCADA should have provision for connecting the Laptop with pre-loaded software to study and modify (in case required) the ladder diagram. Supplying of preloaded Laptop is under the scope of successful bidder.</p> <p>21. Bidder should load the software in the laptop (included in the scope of supply) that is to be interfaced with PLC.</p>		
9	<p><u>General Requirements for Data Storage:</u></p> <p>a) Ink/Intermediate Formulations:</p> <ul style="list-style-type: none"> 10000+ formulations 		

Sl. No	Description of the system envisaged	Complied Yes/No -	Remarks
	<ul style="list-style-type: none"> Up to 20 lines per formulation Up to 1000 materials/intermediates <ul style="list-style-type: none"> The system shall have provision for loading up to 16 components. However, system shall provision for storing the data up to 1000 materials & 10,000+ formulations. 10 alphanumeric characters per product "reference code" field <ul style="list-style-type: none"> 10 numeric characters per product master "standard batch" field <ul style="list-style-type: none"> 10 numeric characters per product auto-generated incremental "batch no." field 50 alphanumeric characters per product "description" field <ul style="list-style-type: none"> 400 alphanumeric characters per product "notes" field Capacity for extra data fields as will be required <p>b) Raw Materials: (Specification attached as Annexure 2)</p> <ul style="list-style-type: none"> 1000+ materials Numeric "density" field to 2 decimal places (e.g. 1.02) 10 alphanumeric characters per product "reference code" field <ul style="list-style-type: none"> 50 alphanumeric characters per product "description" field <ul style="list-style-type: none"> 400 alphanumeric characters per product "notes" field Associated lot number database providing a "batch no" field <ul style="list-style-type: none"> Capacity for extra data fields as will be required 		
10	<p>Control Cabinet:</p> <p>The control console shall be suitable to Operate in hazardous environment. Cabinet should house all electrical & pneumatic parts necessary to operate the machine and should be kept near</p>		

Sl. No	Description of the system envisaged	Complied Yes/No -	Remarks
	the dispensing unit. Control cabinet solution that is suitably rated with IP65.		
11	<p>➤ PLC Interface:</p> <ul style="list-style-type: none"> Any reputed Brand PLC like Siemens/ABB/Allen Bradley/Omron/Fuji/equivalent to interface PC with the electrical cabinet. Provision for interfacing of data with other accounting systems for data capture. Provision for USB port for interfacing with Laptop with pre-loaded software under the scope of bidder for studying and editing the PLC/Ladder program in case of requirements. <p>➤ Computer for SCADA:</p> <ul style="list-style-type: none"> Any reputed brand like Dell/HP/Lenovo/equivalent Industrial PC (01 No) & LED TFT Monitor 17" & Keyboard, mouse, one colour printer. The computer should be loaded with user friendly suitable reputed SCADA licensed software like Siemens/Rockwell/Equivalent with 1500 tag limit and/or as per the mentioned requirements whichever is higher. Additional PC & monitor & keyboard for data & hardware back-up. In case of main PC failure, operator can switch to 2nd PC and continue the operation of entire system. Provision should be made to install further terminals as and when required. The bidder is required to provide a suitable system to meet the above requirement as per the system offered by them. <p>➤ Data Server:</p> <ul style="list-style-type: none"> Capacity: Multicore CPU with Sufficient for 10 years' storage of formulations, batch reports and operational data - 1TB minimum with RAID 1 backup. <p>The above sophisticated equipments i.e. Server & Computers to be installed in a suitable enclosure to prevent dust.</p> <p>➤ Software: Two Latest available software for the management of all dispensing operation. Software is to be supplied with valid license. The software supplied should be capable of the following:</p> <p>a) Components</p> <ul style="list-style-type: none"> Inset/modification/display of base components Dispensing parameters with automatic adjustment <p>d) Formulae</p> <ul style="list-style-type: none"> Access to Formulae should require individual passwords. Change/Creation of Formulae should require Supervisor rights, with individual password, and validation by a second Supervisor user. Insert/modification/display of formulae 		

Sl. No	Description of the system envisaged	Complied Yes/No -	Remarks
	<ul style="list-style-type: none"> Multiple formula- System shall have provision for storing and handling multiple formulations for the same product code & description Macro- component: create frequently used combination of components which will be entered as a single component with a formula <p>c) Reports</p> <ul style="list-style-type: none"> Consumption pattern of raw materials. Print of raw materials those below the safety level. Raw material consumption. Trace batch code of the formulae used for specific production. Logbook of all events performed during the day. All statistics should be available for specific period. 		
12	<p>Liquid Dosing:</p> <ul style="list-style-type: none"> Design of the equipment shall comply to the Indian/International standards with suitable norms/codes. Supply will include Dosing head, capable to incorporate minimum 16 valves/components. <p>a. Automatic process control system shall be designed in such a way that a 500Kg batch (with a maximum of 7 components per recipe) should take no longer than 15 minutes from initiation to the end of the auto weighing process.</p> <p>b. There should be provision for modifying the rules for recipe ingredients and the order of dosing with controlled access. Further provision for reworking a batch by creating a new formula with the original batch number needs to be provided.</p> <p>c. Cycle Time: The actual time required for completion of loading of all raw materials is the cycle time. Time taken for actual loading of raw materials will be considered for cycle time verification.</p> <p>d. Drier is a part of formulation to be added if required and it is a part of cycle time.</p>		

Sl. No	Description of the system envisaged	Complied Yes/No -	Remarks
	<p>e. Provision to be made for minor additions manually to the vessel in process.</p> <p>f. Automatic washing system: Washing cycle should be there to start at the end of production. Washing liquid to be delivered to the dispensing head through dedicated pump.</p> <p>g. One pump for each component with PLC control should be there.</p> <p>h. Level monitoring system having suitable level sensors and level displays for all products (excluding powders) to be provided.</p> <p>i. System should trigger when the raw material in the station goes below the minimum level. A system of alarm/light indicator should be provided for alerting the operating staff when the minimum level is reached. The quantity of raw material in the station should be displayed at any point of time.</p> <p>j. There are two vessel sizes (Annexure 3 & 4) to be used with this system 270Ltr (approx. 230Kg net, I.D.-715mm, O.D -745MM, Height-860mm) and 700Ltr (approx. 500Kg net, ID. – 950mm, O.D.-980mm, Height – 1200mm). Minimum batch size is expected to be 100Kg and maximum 500Kg.</p> <p>k. All formulations shall be stored as 100% formulas and shall be calculated as Kg/Grams.</p> <p>l. It is envisaged that the final solution will consist of multiple dosing methods and weighing stations.</p> <p>m. The dosing equipment (load cells, pumps etc.) should be able to withstand the environment in which it is situated, especially on the mezzanine floor structure which may be subjected to physical disturbances when mid-dosing. This should be accounted for in both hardware & software of the supplied system.</p>		

Sl. No	Description of the system envisaged	Complied Yes/No -	Remarks
	<p>n. All equipment and materials must be suitable for the operating environment and IP65 rated equipment used in all production areas.</p> <p>o. The system must be robust, functional, reliable and suitable procedures put in place to maintain production in the case of any anticipated failure.</p>		
13	<p>26. Raw Material Charging/Loading</p> <p>a) Varnish: Varnish will be supplied in 210 Litre closed drums (Annexure - 6) with standard opening (4nos) and from Bulk tank (4nos)</p> <p>b) Extender Powder 1: Bidder has to supply flexible intermediate bulk container discharge systems under the scope of supply. Extender will be supplied from this Dual bulk 1 Ton bags (Dimensions of Big Bag attached as Annexure - 5) on mezzanine floor. The system should be able to seamlessly switch to new bag when one becomes empty, part way through weighing. The system should be equipped with suitable vibrators and massagers. Provisions should be in place to prevent clogging or bridging. Suitable Dust collector system to collect all flying dust also to be incorporated, so that the entire area will be kept in cleaned condition.</p> <p>i. These bulk container discharge systems shall be ergonomically designed to provide safe and efficient handling so as to reduce dust emissions and sound generation.</p> <p>ii. Handling unit shall include suitable technique (movable/rotatable or similar arrangement) for allowing loading of bags directly from Fork lifts or from pallets.</p> <p>iii. Shall have suitable bag tensioning devices to avoid blockages at outlet.</p> <p>iv. Shall have systems for closing the bag to protect the contents of the bag from the atmosphere.</p> <p>v. Shall have suitable provision for dust extraction.</p>		

Sl. No	Description of the system envisaged	Complied Yes/No -	Remarks
	<p>vi. Shall be equipped with suitable load cell or weighing systems.</p> <p>vii. Shall have integral electrical hoists. Load and safety certificate of hoists should be provided.</p> <p>viii. Shall be equipped with suitable vibrators and massagers.</p> <p>c) Extender Powder 2: Bidder has to provide hopper for manual filling. Hopper should be able to hold at least up to 60 Kg of 1.5g/cc density powder. Provisions should be in place to prevent clogging or bridging. Separate bag discharging need not be a part of standard scope. However, hopper designs which minimize dust exposure to the operators should be considered. Hopper should be equipped with suitable cover to avoid flying of the raw material.</p> <p>d) Anti-set off Paste: Anti setoff paste is a mixture of varnish and variety of waxes which is in the form of a paste. This material is an intermediate product and it is envisaged that it will be packaged into 210Ltr open mouth steel drums (Annexure 6). The bidder shall provide a drum press-out system with valve or any other system that is suitable to dispense this material. Samples of this material can be provided on request to the successful bidder.</p> <p>e) Anti-oxidant Paste and Driers: These liquids will be supplied in closed top 210Ltr drums or IBC's and stored.</p> <p>All aspects of the system must be designed to ensure that the system can determine that there is enough stock of each material available in the hoppers/tanks before each batch weighing commences.</p>		
14	<p>Electrical Floor Scale:</p> <p>Dosing station should have a sunken floor platform scale installed which is integral to the system. Scale shall have a</p>		

Sl. No	Description of the system envisaged	Complied Yes/No -	Remarks
	capacity of 1200Kgs Max load and $\pm 120g$ accuracy. Scale should have display, power supply and standard interface card. The scales should be fully robust and Material of Construction should be Stainless Steel.		
15	Manual Weighing: The standalone weighing station is not a part of the standard scope. However, provision for interfacing the standalone scale with the dosing system should be provided. The bidder may submit their offer for standalone weighing station as an option. However, the cost of option will not be considered for price evaluation.		
16	General Terms & Conditions for Non-Comprehensive AMC		
17	All the equipments, drives, PLC etc., should be ATEX Zone 2/Equivalent Indian Safety Standard and of reputed make such as; Pump– Grundfos/Fristam/Rosewell/Yamada/Sanpiper/Blagdon/Equivalent PLC – Siemens/ABB/Allen Bradley/Omron/Fuji/equivalent Server – Dell/HP/Lenovo/IBM/Equivalent Valves –L&T/Honeywell/Audco/Amco/Danfoss/Equivalent SCADA – ABB/Siemens/Schneider/Honeywell/Rockwell/Equivalent Electrical Accessories (Relay, Breaker, Contactor, Cables, etc.) – Omron/ABB/Fuji/Siemens/Eaton/Equivalent		
18	Other important contractual obligations: <ul style="list-style-type: none"> The bidder is expected to supply with in the contract price - initial commissioning spares, oil & lubricants and consumables as may be required during erection, testing, start-up and initial operation of the unit till the completion of successful commissioning and commencement of regular production. Bidder, shall provide the master list of spare parts, consumables and other accessories with rates, along with the price bid and the same shall remain firm for a period of 3 years from the date of the expiry of warranty period. 		

Sl. No	Description of the system envisaged	Complied Yes/No -	Remarks
	<ul style="list-style-type: none"> The bidder shall give a commitment that they shall provide technical support for the offered systems and accessories and make available required spares and consumables for a period of at least 10 years from the date of expiry of warranty. 		

Authorized signatory & stamp.

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

PART-B: COMPLIANCE STATEMENT – COMMERCIAL

S No	Features	Requirements of BRBNMPL, Terms & Conditions	Whether agreed by the firm (yes/no)	Remarks
1	General specifications	Items should be as per the given specifications/scope of work mentioned in Section VII of the tender		
2	Quantity	We understand 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		
3	Replacement of Rejection of materials	In case of rejection of material supplier shall replace the rejected material within 15 days on his cost		
4	Delivery	As per section -VI		
5	Payment terms	Payment terms as mentioned in the tender		
6	Liquidated Damage	Liquidated Damage clause as mentioned in tender		
7	Performance Security	As mentioned in clause No.6 of GCC		
8	Tender terms& conditions	We have gone through entire tender document thoroughly including GIT (Section II), GCC (Section IV) and confirm that we don't have counter conditions. We also understand that offer with counter conditions is liable for rejection.		
9	No. of pages	Total number of pages in Technical Bid		

We _____ (name of company) confirm that the product offered is as per the specification of BRBNMPL requirement and enclose herewith the catalogue/brochure of the item offered and also we confirm to accept scope of work mentioned above.

Authorized signatory & stamp.

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

PART-C: CHECK LIST FOR BIDDERS

Tender No.056/MYS/IMU-14/2020-21 dated 07.10.2020

Sl. No	Description	Submitted (Yes/No)	Remarks
1	Whether Bidder is a MSME		
2	Whether Bidder is a Start up		
3	Whether Valid MSME Certificate is attached		
4	Whether Valid Startup Certificate is attached		
5	Tender Fees required submitted		
6	EMD amount in the form of BG submitted		
7	Bidder participating under Make In India (MII-2017) Policy		
8	If participating under MII-2017, Relevant supporting documents submitted		
9	Whether bidder is a Manufacturer/Authorized Dealer		
10	If Authorised Dealer, Authorization Form Submitted		
11	Documents to support manufacturing capabilities attached		
12	Prior Experience certificates, purchase order or work executed submitted		
13	Capacity certificate and other supporting documents to prove production capacity submitted		
14	Details of last three years' audited financial standings data like P/L accounts, Balance sheets submitted		
15	Self-declaration to certify that the bidder has not been barred from participation under conditions specified in the tender document submitted(Annexure A)		
16	GST registration certificate & PAN copies submitted(Annexure B)		
17	NEFT mandate form Submitted(Annexure C)		
18	Declaration & Undertaking by Micro & Small Scale Enterprises/Start-up Companies(Annexure D)		
19	Whether all pages of Tender documents with seal& sign submitted		

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

SECTION VIII: QUALITY CONTROL REQUIREMENTS

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

1. As the tender is for the supply, installation and commissioning of equipment listed in list of requirements, Final Acceptance Certificate (FAC) will be issued only after successful completion of supply, installation and commissioning, testing performance, training and completion of Final Acceptance Test (FAT) of all equipment related to the entire offered system.
2. Successful Bidder has to prove the compliance for each of the specification parameter mentioned in section VII - Technical Specification to the satisfaction of the Purchaser.
3. Successful Bidder has to commission the equipment and show the functionality of their offered equipment/system.
4. Successful bidder has to impart sufficient training to the operational and maintenance personnel to ensure smooth running of the equipment/system for production of Banknote printing inks.
5. While the raw materials & consumables for each machine will be supplied by the Purchaser, Successful bidder has to show the performance of the equipment/system in producing Banknote printing inks and intermediate products to the satisfaction of the purchaser.
6. Detailed FAT parameters will be discussed mutually by the Purchaser and the successful bidder and will be made as a part of supply order/agreement.
7. FAT shall be carried out with any of the Banknote ink production of any denomination of Indian banknotes. The above Test assumes planned raw materials are readily available for production use at the start of the shift. Any waiting time for the issue of raw materials for any such delays, then suitable allowance must be made by BRBNMPL.
8. All the results have to be agreed by signing in the format marked as "Inspection Result"
9. The functional capacities of various software and hardware performance of all equipments have to be demonstrated to the BRBNMPL and to be proved that the same are working at optimum level.
10. FAT will be carried out for entire system continuously for 15 working days. It should run without any breakdown during FAT. In case of failure of FAT, re-FAT to be done after rectifying the failure. The maximum number of such failure and carrying out the re-FAT is up to 3 times.

FAC will be issued within 15 working days after completion of FAT.

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

SECTION IX: QUALIFICATION/ELIGIBILITY CRITERIA

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

I. Experience & Past Performance

Bid is invited from Manufacturer / Authorized representatives / Distributors / Dealers.

The Bidder firm should have —Designed, Manufactured, Supplied, installed & Commissioned **at least one similar system** for ink, coatings or chemical processing industries during the last five years ending 31 March 2020.

Similar system means system capable of auto-dosing of multiple liquid/powder/paste components as per the formulation selected.

The bidder firm shall submit the credentials regarding experience and past performance to the extent required as per the eligibility criteria.

All experience, past performance and capacity/capability related data should be certified by the authorized signatory of the bidder firm.

Note:

Considering the critical nature of the equipment, Prior Experience is not exempted for MSE/Startups. The Bidder firm should meet the Prior Experience requirement as per tender conditions. **For further details, please refer Section: III of this tender document.**

Note:

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

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

Note:

- (i) In a tender, either the Principal manufacturer/OEM or its authorized dealer/distributor/representative can bid but both cannot bid simultaneously in the same tender.
- (ii) In case the bidder is an authorized Dealer/Distributor/Representative, then **(a)** the bidder should have been associated as authorised dealer/ distributor/representative of the same or other Principal Manufacturer/OEM for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years ending on 31st March 2020; and

- (b) the principal manufacturer/OEM should furnish a legally enforceable tender-specific authorisation in the prescribed form (Section XIV of SBD) assuring full guarantee and warranty obligations as per the general and special conditions of contract and to abide by other tender terms and conditions. The letter of authorisation should be signed by a person competent and having the power of attorney to legally bind the manufacturer; and
- (c) the principal manufacturer/OEM should meet all the qualification criteria without exemption.

All experience, past performance and capacity/capability 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 verified from the parties for whom work has been done.

II. Capability-Equipment & Manufacturing Facilities

The Bidder firm must have an annual capacity to manufacture or supply **at least 01 No. of the offered system** - Documentary evidence to be submitted as proof.

III. Financial Standings

- a) Average annual turnover of the bidder firm during last three years, ending on 31 March 2020 should be more than **Rs. 2,02,39,700/-**
- b) Bidder Firm should not have suffered any financial loss for more than one year during the last three years, ending on 31st Mar 2020.
- c) The net worth of the firm should not be negative and also should not have eroded by more than 30% year-on-year in the last three years, ending on 31st March 2020.

Note:

Considering the critical nature of the equipment, Average Annual Turnover requirement is not exempted for MSE/Startups. The Bidder firm should meet the Average Annual Turnover requirement as per tender conditions. **For further details, please refer Section: III of this tender document.**

For the purpose of financial analysis of Turnover, Net Profit (Profit after Tax) and Net worth:
Where financial standing of the bidder company is not strong enough to meet its obligations under the tender and it has taken support from its holding company for participating in the tender, the Holding Company shall give its support by way of bank guarantee to cover the obligations of the bidder under the tender in case of any default. Further, the Financial Standing Credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents providing such ownership. The amount of Bank Guarantee by Holding Company shall be equal to the amount of Bank Guarantee prescribed in the tender for the bidders. This guarantee will be in addition to the one to be submitted by the bidders.
However, the bidder is required to qualify in all other criteria like experience, past performance and capacity/capability as specified in the tender.
(The formats of Bank Guarantee and under taking to be obtained from the Holding/ parent Company are enclosed as Annexure-E & F).

IV. Statement of Financial Standing:

To be submitted by all bidders (Since, the total Turnover requirement to qualify for bid is less than Rs.5 Crore) as part of Pre-Qualification Criteria (Section IX of tender). Following documents are required to be submitted along with the bid.

a) The bidders will be required to submit a self-certified statement of their turnover, net worth and profit and loss and details.

b) The bidders are also required to submit the self-certified Income Tax Return (IT) copies of Financial year 2017-18, 2018-19 & 2019-20 along with copy of Acknowledgement.

c) Further, it is clarified that Medium, Small and Micro Enterprises (MSME), having a turnover up to Rs.5 crores, are not required to submit their audited books of accounts applicable from the AY 2020-21 onwards. However, easing of this compliance burden will be available only to those MSMEs which carry out less than 5% of their business transactions in cash which include all receipts and payments done by the MSMEs.

Hence, MSMEs not fulfilling the above criteria, are required to submit their audited books of accounts if their turnover is more than Rs. 1 crore.

V. General

1. Original Manufacturer may submit their offer through their authorized distributor/dealer (copy of authorization certificate to be enclosed).
2. Enclose the details of last three years' audited financial standings data like P/L accounts, Balance sheets.
3. The tenderer shall enclose a declaration that they have not been blacklisted / debarred by BRBNMPL/Government of India in the past 5 years & confidentiality statement duly signed and stamped as per Annexure-A.
4. Bidder should attach the GST registration certificate & PAN copies along with GST supplier's details as per Annexure-B.
5. NEFT Mandate form as per Annexure-C.
6. Declaration & Undertaking by Micro & Small Scale Enterprises/Start-up Companies as per Annexure-D
7. The firm should confirm that they are competent and legally authorized to submit the tender and / or to enter into legally binding contract.

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

We _____ (name of the company) have submitted the required documents in support of the eligibility criteria mentioned above.

Authorized Signature with Stamp

Date:

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

Annexure-A

To Whomsoever It May Concern

This is to confirm that we M/s. _____ have not been blacklisted / debarred by BRBNMPL/Government of India in the past 5 years and we are competent and legally authorized to submit the tender and / or to enter into legally binding contract.

Dated this _____ day of _____

For & on behalf of

(Seal & signature with date)

(Name and designation)

Duly authorized to sign tender for and on behalf of

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”. We shall also undertake to maintenance secrecy, exclusivity and confidentiality of the high security currency printing environment of BRBNMPL.

Dated this _____ day of _____

For & on behalf of

(Seal & signature with date)

(Name and designation)

Duly authorized to sign tender for and on behalf of

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

Annexure-B

Post implementation of goods and services tax by govt. of India, following information / details is required from prospective suppliers / contractors.

NAME OF THE Service provider	
ADDRESS OF THE Service provider	
COUNTRY	
STATE	
PINCODE	
REGISTRATION TYPE	(i) REGULAR (ii) COMPOSITION (iii) CONSUMER (iv) UNREGISTERED
PAN	
GSTIN	
PARTY TYPE	
IS A e-COMMERCE OPERATOR (YES / NO)	

ITEM DESCRIPTION	HSN / SAC CODE	SGST / CGST/ IGST / UTGST	RATE OF GST %

SIGNATURE WITH DATE
NAME OF THE SUPPLIER / CONTRACTOR

SEAL

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

Annexure-C

Form No. E-5

NATIONAL ELECTRONIC FUND TRANSFER

Model Mandate Form

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

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

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

(.....)

Signature of the Investor /
Customer

Date:

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

Bank's Stamp

Date:

(.....)

Signature of the authorized official of the Bank

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

Annexure D

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

(To be filled in the Company letter head)

Date:

SI No	Particulars	Details
1	Is your organization Proprietary / Partnership / Private Limited Company / Public Limited Company / Others
2	Does your organization belong to Micro / Small scale Industry / Start-up / Class-I local supplier / others (Please tick mark appropriate box. Bidders may tick more than one, if eligible)	Micro Small Scale Start-up Company Class-I local supplier Others
3	In case you belong to Micro / Small Scale Enterprises, whether you are a Manufacturer for the tendered items (supply) / Service Provider for the tendered services (Please tick mark the appropriate box)	Manufacturer for supply items Service Provider for services Trader/dealer/reseller/distributor/ authorized agent Non MSE Bidder
4	In case you belong to Micro / Small Scale Enterprises, whether you are registered under SC / ST Category. If yes, valid documentary evidence to be submitted (Please tick mark the appropriate box)	Yes No If yes, whether SC ST
5	In case you belong to Micro / Small Scale Enterprises, whether your firm/ organization is owned by Women entrepreneurs? If yes, valid documentary evidence to be submitted (Please tick mark the	Yes No

Sl No	Particulars	Details
	appropriate box)	
	Are you registered under TReDS (Trade Receivable electronic Discounting System approved by RBI) Applicable for Micro, Small and Medium Enterprises (Please tick mark the appropriate box)	No Yes If yes, whether RXIL <input type="checkbox"/> A-Treds <input type="checkbox"/> M1Xchange (Tick agency with whom you are registered along with Regn No.) Regn No.
	Has your firm/organization registered your items/services in Government e-Marketplace (GeM)	Yes No
	In case you are both a valid MSE bidder and Class-I local supplier (Make in India Policy), please give your preference. (Please tick any one)	MSE Class-I local supplier
	In case you are claiming benefits under Make in India Policy, whether you are meeting the minimum local content as mentioned in the tender document/concerned Ministry guidelines/Policy.	Yes, Local Content _____ % Not applicable for this tender

Declaration: I/We hereby declare that the above data submitted are true and back-up documents are attached as proof of the same. In case any submitted data are found to be incorrect/false, my/our bid is liable to be rejected and I/we am/are liable for suitable actions as per relevant BRBNMPL Policy.

I/We also understand that in case I/we am/are not claiming benefits under Make in India Policy, or under MSEs Order as per tender requirements, then purchase preference shall apply to other bidders who have quoted accordingly as per policy.

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

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

SC/ST and Women entrepreneurs registered under MSEs need to submit valid documentary evidence.

B. Categorisation of Start-up Companies

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

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

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

We are a Micro / Small Enterprise, as on bid closing date of this tender.

We are a Manufacturer of the quoted supply item(s)/service provider for quoted services and valid documentary evidence for same is submitted.

MSE certificate submitted by us is authentic & valid as on bid closing date of this tender.

We are a 'Start-up' company and we are enclosing copy of certificate of recognition issued by Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Govt. of India.

We are a Micro / Small Enterprise which is owned by SC-ST/women entrepreneurs and we are submitting valid documentary evidence for the same.

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

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

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

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

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

Annexure E

**PERFORMANCE BANK GUARANTEE ISSUED ON BEHALF OF HOLDING COMPANY
FOR SATISFACTORY PERFORMANCE OF CONTRACT BY ITS SUBSIDIARY
COMPANY**

(Name of the Bank and Address of the issuing branch)

Date: _____

Name and Address of the Beneficiary:

Bharatiya Reserve Bank Note Mudran Private Limited,
Note Mudran Nagar,
Mysuru - 570003

Name / Number of Tender/Contract: _____

Performance Bank Guarantee No. : _____

Performance Bank Guarantee Value: _____

Performance Bank Guarantee Validity: _____

WHEREAS, _____ ("Bidder"), the wholly owned subsidiary of our constituent _____ ("Holding Company") has submitted its offer in response to your Notice Inviting Tender bearing no. _____ dated _____ for supply of _____ and has been selected by you as the 'successful bidder'. Subsequently, you have issued a letter of engagement bearing no. _____ dated _____ to the Bidder.

WHEREAS, we have been informed that it has been stipulated by you in the tender documents that the holding company of the Bidder, shall furnish you with (i) an undertaking to provide 'Financial Support' to the Bidder; and (ii) an unconditional and irrevocable Bank Guarantee ("Guarantee") by a Scheduled Commercial Bank recognized by you as security by the Holding Company for compliance by the Bidder of its obligations under the contract to be executed between yourselves and the Bidder for supply of _____ ("Contract").

AND WHEREAS, pursuant to the undertaking bearing reference no. _____ dated _____ given by the Holding Company, the Holding Company has approached us to provide a Guarantee which we have agreed to, as below:-

NOW THEREFORE, we affirm that, we, as the guarantors hereby extend our guarantee and undertake to indemnify you on behalf of the Bidder and the Holding Company, without any demur, cavil or argument up to a sum of _____ /- (Rupees _____ Only) upon your first written demand declaring the Bidder to be in default under the Contract.

This unconditional Guarantee shall come into full force and effect on the date of execution of the Contract or the date of issue of work order, whichever is earlier.

This Guarantee shall apply and be supplemental to the Contract as amended, modified or varied by you and the Bidder from time to time. The Holding Company hereby authorizes the Bidder to agree to any such amendment, modification or variation, the due performance and compliance with which the Bidder is guaranteed herein. The Holding Company's obligations

and liabilities under this Guarantee shall not be discharged by any allowance of time or other indulgence whatsoever.

We hereby unconditionally and irrevocably undertake to pay you a sum of Rs. _____ /- (Rupees _____ Only), upon receipt of your written demand, without you having to substantiate or prove your demand. We further agree that such demand shall be final and binding on us notwithstanding any dispute or suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator.

This unconditional and irrevocable Guarantee shall remain in full force and effect until all of the Bidder's duties, obligations (including warranty obligations) and liabilities under the contract have been discharged, of which you will be the sole judge and for a further period of 90 (Ninety) days thereafter or 90 (Ninety) days from the date of earlier termination of the Contract and any demand in respect thereof should reach the Bank not later than the above date.

Signature of the authorized officer of the Bank

(Name)
(Designation)

Seal and Address of the Bank

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

Annexure F

UNDERTAKING ON THE LETTER HEAD OF THE HOLDING COMPANY

Ref. :- _____

Date: _____

To,
Bharatiya Reserve Bank Note Mudran Private Limited,
Note Mudran Nagar,
Mysuru - 570003

Dear Sir,

Undertaking to provide financial support to our wholly owned subsidiary

We, _____ agree to provide financial support to our wholly owned subsidiary, _____ ("Bidder"), who is participating in the tender floated by you bearing no. _____ for the supply of _____ ("Tender").

We confirm and undertake that our financial standing credentials can be clubbed with that of the Bidder in order to enable it to qualify the financial standing criteria stipulated in the Tender documents. We enclose the necessary documents to enable you to assess and confirm our financial standing.

We further agree and undertake to furnish to you a suitable performance bank guarantee and indemnify you and hold you harmless in the event the Bidder fails to perform its obligations under the Tender.

We, hereby, undertake to make available to the Bidder the required financial resources to enable compliance by the Bidder with the Tender and the contract that may be awarded pursuant to the bid, if successful.

_____ (Name)

_____ (Designation)

Enclosures: -

1. Copy(s) of our Certificate of Incorporation and that of the Bidder;
2. Copy(s) of Form MGT-7 (i.e. Annual Return) filed by us and the Bidder for the latest financial year;
3. Copy of our Permanent Account Number Card;
4. Copy(s) of our Consolidated Financial Statement for the last three financial years.
5. Copy of shareholders agreement, if any
6. Copy of Memorandum and Articles of Association/Partnership deed of bidding entity.

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

SECTION X: TENDER FORM

Date

To
General Manager (OSD)
BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED
INK MANUFACTURING UNIT
(Wholly owned Subsidiary of Reserve Bank of India)
Note Mudran Nagar,
Mysuru – 570003.

Ref: Your Tender No. 056/MYS/IMU-14/2020-21 dated 07.10.2020

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

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

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

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

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

Dated this _____ day of _____
For & on behalf of

(Signature with date)

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

SECTION XI: PRICE SCHEDULE

Sl. No	Item Description	Price in INR			
PART: I- FOR EQUIPMENTS					
1	Automatic Process Control and Dosing system as described in Section VII: Technical Specifications				
2	Accessories & Auxiliaries to meet the Scope				
3	Total Ex. Works Price				
4	Packing & Forwarding charges, if any				
5	Total GST@.....per unit				
6	FOR BRBNMPL, Mysuru (Sum of Sl. No 3 to 5)				
7	Installation, Commissioning, Testing charges etc. (Inclusive of GST@.....)				
8	Total price on FOR (Mysuru) basis including installation, commissioning, testing & training charges (Sum of Sl. No 6 to 8)				
PART: II – FOR NON-COMPREHENSIVE AMC					
Sl. No	AMC	UoM	Rate	GST@.....	Total Price
9	First Year(After Warranty Period)	Year			
10	Second Year				
11	Third Year				
12	Fourth Year				
13	Fifth Year				
14	Total Price for 5 Years Non-Comprehensive AMC				
15	Grand Total PART I+PART II (Sl.No.8 + Sl.No.14)				

Total Price in words.....

Note:

1. Price in **Sl. No.15** only will be considered for L1 determination.
2. Bidder may indicate optional items if any separately. Purchaser at its discretion may or may not place orders for the optional items.
3. Applicable tax deduction at source will be made for installation, commissioning and training charges and a TDS certificate will be issued.
4. Price with counter condition(s) shall be liable for rejection.
5. Price should be quoted as per the above formats. However, components of the price quoted may be indicated separately.
6. Prices should be all inclusive.
7. Conditional discount/rebate etc., shall not be considered. In case, discount is

offered that should be adjusted in the price and net price should be quoted.

8. It is understood that, purchase preference will be given to the participating bidders registered under MSE's/Local suppliers as per SIT provision for GIT clause No. 35.2 & 35.3 given under Section III: Special Instructions to Tenderers (SIT).

Signature of Supplier

Name of the Firm:

Date:

Place:

**We confirm that there would not be any price escalation during the supply period. We also confirm that we will abide by all the tender terms and conditions bearing no. 056/MYS/IMU-14/2020-21 dated 07.10.2020 for Supply.....
.....for BRBNMPL as listed in NIT and Section VI: List of requirements and we do not have any counter conditions.**

Authorized signatory with name and date

Office Seal/Stamp

SECTION XII: QUESTIONNAIRE

Description of Goods / Services:

Reference: Your Tender No.: 056/MYS/IMU-14/2020-21 dated 07.10.2020

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

A	COMPANY PROFILE				
1	Name and address of the firm				
2	Status of firm(Proprietor/Partnership/Regd. Company / Co-op. Society)				
3	GSTIN. of the Firm (Copy of registration to be enclosed)				
4	Income Tax P.A.N. No of Firm (Copy of registration to be enclosed)				
5	Bankers and their Address				
6	Whether registered with NSIC, New Delhi /MSE for quoted item? (Copy of registration to be enclosed)				
B	FINANCIAL SOUNDNESS				
S. No.	Description	FY 2017-18 (in lakhs) (as on 31 st March 2018)	FY 2018-19 (in lakhs) (as on 31 st March 2019)	FY 2019-20 (in lakhs) (as on 31 st March 2020)	
1	Annual Turnover				
2	Net Profit				
3	Net worth of the firm				
C	EXPERIENCE (Attach Separate Sheet, if required)				
S. No.	Company Name	Supply Order No. & Date	Details of work/supply	Order value	Date of completion
1					
2					
3					
4					
5					
D	DECLARATION				
1	We have also enclosed herewith DD No. _____ for Rs. _____ as EMD against this tender				YES

2	We confirm that we possess the necessary technical competence and Financial resources as mentioned in Section -IX of this tender document, to ensure supply of the tendered item, as per specifications and delivery schedule. Necessary documents like copies of Work orders, P/L Accounts, Balance Sheets are enclosed	YES
3	We confirm having been in the business continuously for the last three years	YES
4	We confirm that we have quoted exactly for the tendered product as per your specifications given in Section VII	YES
5	We confirm that the Price bid is quoted exactly as per your format in Section- XI	YES
6	We confirm that there would not be any price escalation (Except Statutory Charges) during the supply / contract period	YES
7	We confirm that we will abide by all the tender terms & conditions and we do not have any counter conditions. As required, we enclose herewith the complete set of copy of tender documents duly signed by us as a token of our acceptance	YES

We also confirm that the undersigned is duly authorized and have the competence to submit the tender and / or to enter into legally binding contract for and on behalf of the firm.

Thanking you,

Yours faithfully,

Seal

()

Name

Signature with date

Note: Copies of applicable Documents are attached herewith.

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

SECTION XIII: BANK GUARANTEE FORM FOR EMD

B.G. No. _____

Date _____

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

1. We _____ Bank having its branch office at _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the company, which is final & binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender/any violation of Purchase Order by way of any loss or damage caused or would be caused or suffered by the Company by reason of any breach by the said tenderer(s)/supplier(s) of any terms and conditions contained in the said tender/PO or failure to accept the letter of Intent/Agreement or that the amount covered under this Guarantee is forfeited.

Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only)

2. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the tenderer(s) in any suit or proceeding pending before any office, court or Tribunal relating thereto, our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the tenderer(s).

3. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of continuation or insolvency of the said tenderer(s) but shall in all respects and for all purposes be binding and operative until payment of all money due or liabilities under the said tender are fulfilled.

4. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalisation of the said tender/conclusion of supply or fulfilment of all contractual obligation under the said PO and that it shall continue to be enforceable till the said tender is finally decided and order placed/ all contractual obligation under the said PO fulfilled on the successful tenderer(s) and/or till the dues of the Company under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the Company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s)/Supplier have been fully and properly carried out by the said tenderer/supplier and accordingly discharges the guarantee.

5. That the owner/Company will have fully liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time, the exercise of any of the power of the owner under the tender.

6. Notwithstanding anything contained herein before, our liability shall not exceed Rs. _____ (Rupees _____ only) us and shall remain in force till _____ unless a demand or claim under this guarantee is made on us within three months from the date of expiry we shall be discharged from all the liability under this guarantee.

7. We _____ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time on the request of the Tenderer(s)

Date:
Corporate Seal of the Bank

_____ Bank
By its constitutional Attorney

Signature of duly Authorised
Person on behalf of the Bank with
seal & signature code

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

SECTION XIV: MANUFACTURERS AUTHORIZATION FORM

To

.....

.....

(Name and address of BRBNMPL)

Dear Sirs,

Ref. Your Tender document No dated

We, who are proven and reputable manufacturers of
..... (name and description of the goods offered in the tender) having factories
at hereby authorize Messrs (name

and address of the authorized dealer/distributor/representative) to submit a tender, process
the same further and enter into a contract with you against your requirement as contained in
the above referred tender enquiry documents for the above goods manufactured by us.

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

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

Yours faithfully,

.....

.....

[Signature with date, name and designation]

For and on behalf of Messrs

(Name & address of the manufacturers]

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

SECTION XV: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

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

Beneficiary _____ [Insert Name and Address of BRBNMPL] Date:-----

Performance Guarantee No.-----

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

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

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

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

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

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

This guarantee will remain in force for a period of SIXTY DAYS after the period of tender
validity and any demand in respect thereof should reach the Bank not later than the above
date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer

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

Name and designation of the officer

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

SECTION XVI: CONTRACT FORM

(Address of BRBNMPL's office issuing the contract)

Contract No. dated

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

1. Name & address of the Supplier:

2. BRBNMPL's Tender document No. dated and subsequent Amendment No. dated (if any), issued by BRBNMPL

3. Supplier's Tender No. dated and subsequent communication(s) No..... dated (If any), exchanged between the supplier and BRBNMPL in connection with this tender

4. In addition to this Contract Form, the following documents etc., which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as part of this contract:

- i. General Conditions of Contract;
- ii. Special Conditions of Contract;
- iii. List of Requirements;
- iv. Technical Specifications;
- v. Quality Control Requirements;
- vi. Tender Form furnished by the supplier;
- vii. Price Schedule(s) furnished by the supplier in its tender;
- viii. Manufacturers' Authorization Form (if applicable for this tender);
- ix. BRBNMPL's Notification of Award

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

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

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

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

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

Total value (in figure)

(In words)

(ii) Delivery schedule

(iii) Details of Performance Security

(iv) Quality Control

(a) Mode(s), stage(s) and place(s) of conducting inspections and tests.

(b) Designation and address of BRBNMPL's inspecting officer

(v) Destination and despatch instructions

(vi) Consignee, including port consignee, if any

(vii) Warranty clause

(viii) Payment terms

(ix) Paying authority

.....

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

For and on behalf of

Received and accepted this contract

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

For and on behalf of

(Name and address of the supplier)

.....

(Seal of the supplier)

Date:

Place:

SECTION XVII: LETTER OF AUTHORITY FOR ATTENDING A BID OPENING

The General Manager

Unit Address

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

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

Order of Preference	Name	specimen Signatures
---------------------	------	---------------------

I.

II.

Alternate Representative

Signature of Bidder or Officer authorized to sign the bid Documents on behalf of the bidder

Note:

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

SECTION XX: PRE-CONTRACT INTEGRITY PACT

PRO-FORMA OF THE PRE-CONTRACT INTEGRITY PACT

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

INTEGRITY PACT

Between

Bharatiya Reserve Bank Note Mudran Private 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

(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 for 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 begins 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 :

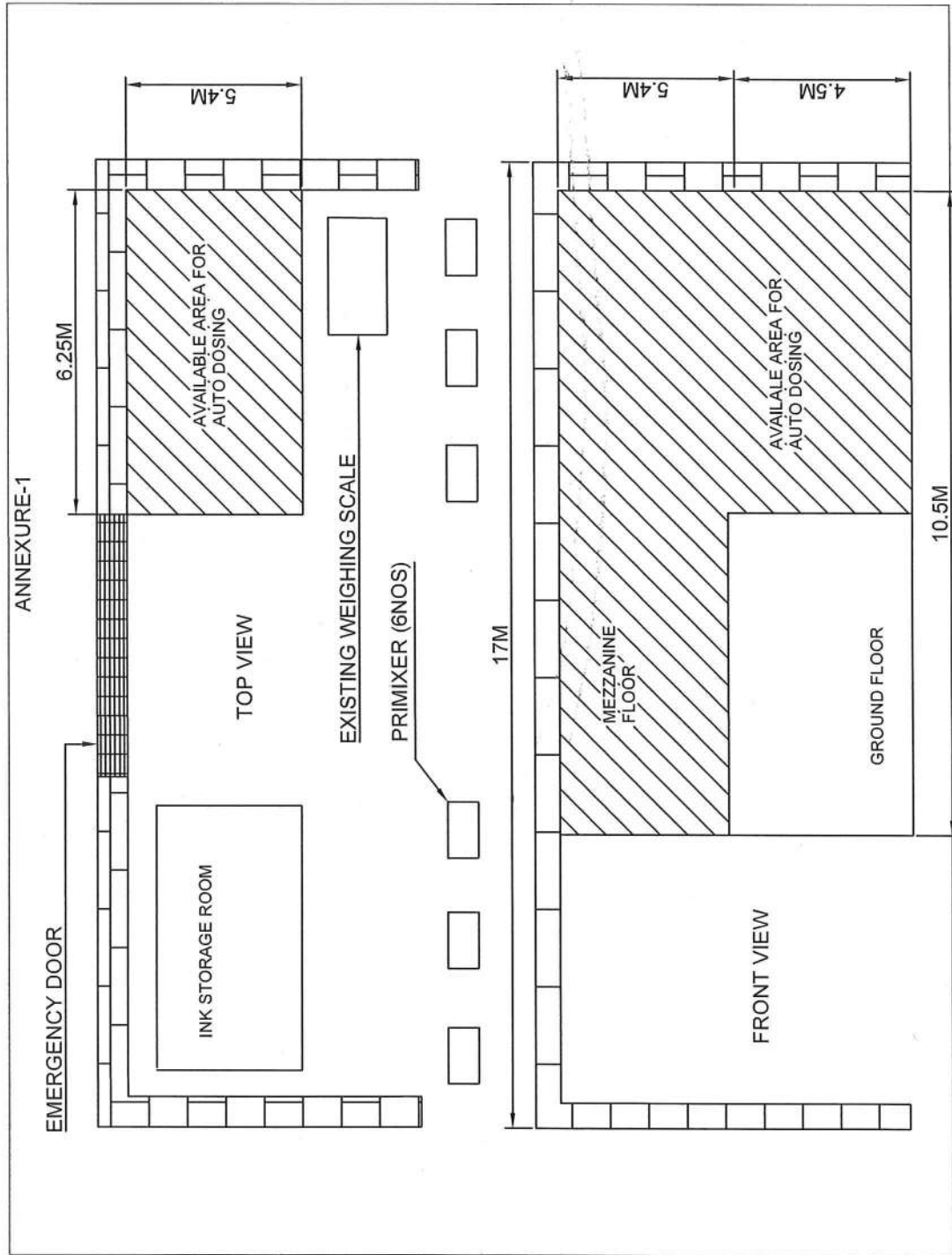
Date :

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)



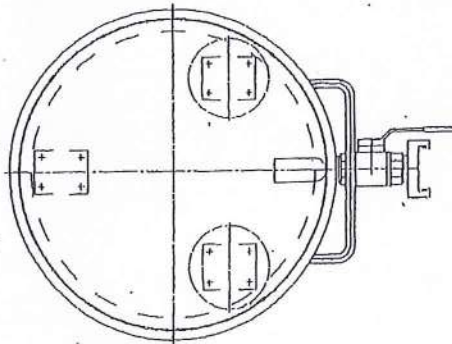
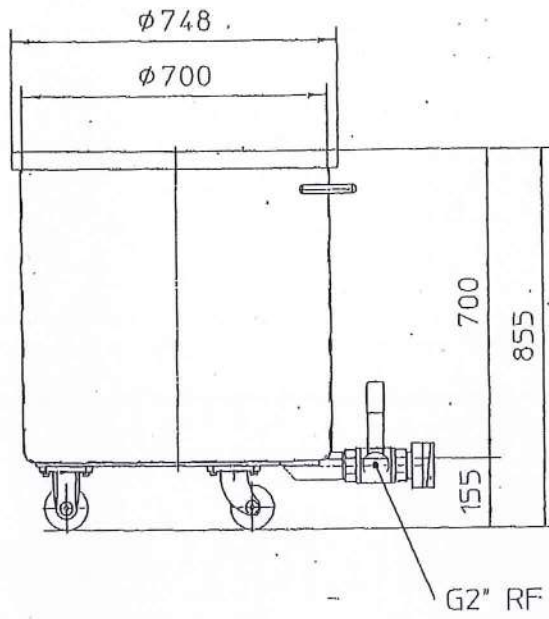
Annexure 2

Specification of Raw Materials

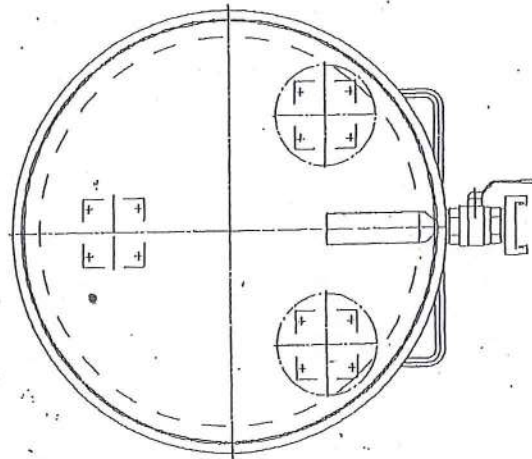
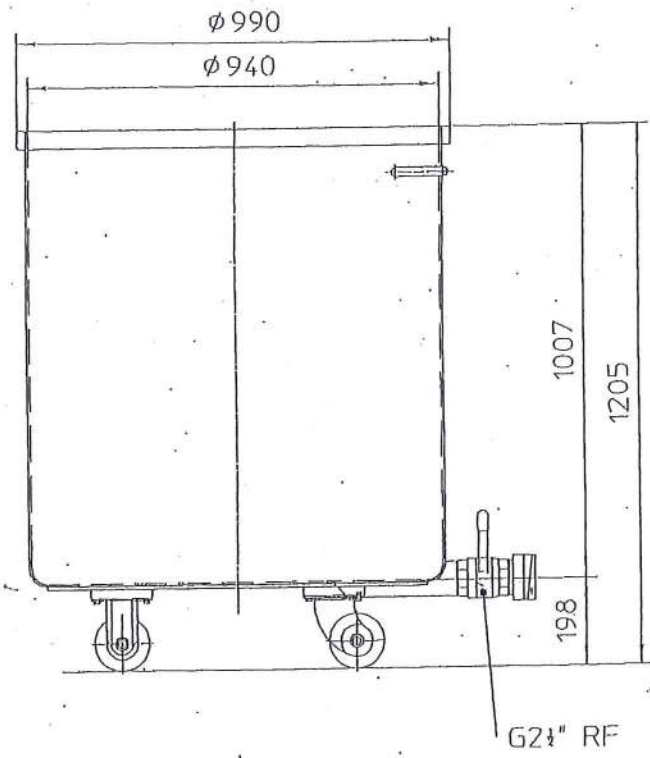
1	No. of Solvent	3	Viscosity (P) MAX	Viscosity (cP)	Specific gravity: S.G Kg/L	Storage Capacity	Dums/ IBC / Direct farm	Agitator -Yor N
	Solvent ' storage size, quantity, type							
	Solvent 1	0.02 TO 0.2		2 TO 20	0.82	200 LITRES	DRUM - Closed with std opening	N
	Solvent 2	0.02 TO 0.04		2 TO 4	0.785	200 LITRES	DRUM - Closed with std opening	N
	Solvent 3	0.02 TO 0.04		2 TO 4	0.8	200 LITRES	DRUM - Closed with std opening	N
2	No of Dryer							
	Dryer ' storage size, quantity, type							
	Dryer 1	2.5		250	1.05	200 LITRES	DRUM - Closed with std opening	N
3	Anti -Oxidant							
	Viscosity (P) MAX							
	140-150 Poise							N
4	Anti Setoff Paste							
	Wax ' storage size, quantity, type							
	Wax 1	320		32000		200 LITRES	DRUM - Open drum	N
5	No of Varnish							
	Varnish ' storage size, quantity, type							
	Varnish 1	350		35000		200 LITRES	DRUM - Open drum	N
	Varnish 2	100		10000	0.9	200 LITRES	DRUM - Open drum	N
	Varnish 3	6.5 to 7.5 P		1		200 LITRES	DRUM - Open drum	N
	Varnish 4	18 Pa.s		35000			DRUM - Open drum	N
6	NO of Powder							
	Bulk Density							
	2 no's							
	Particle Size							
	For filter sizing							
	9 (d98)µ							
	50 nm							
	Grade has been provided							
	Grade has been provided							
	Storage Capacity							
	1000/25							
	big bag/small bag							
	small bag							
	Flow ability							
	free flowing powder							
	free flowing powder							
	Filter/Screening							
	Suitable screening mechanism							

ANNEXURE 2

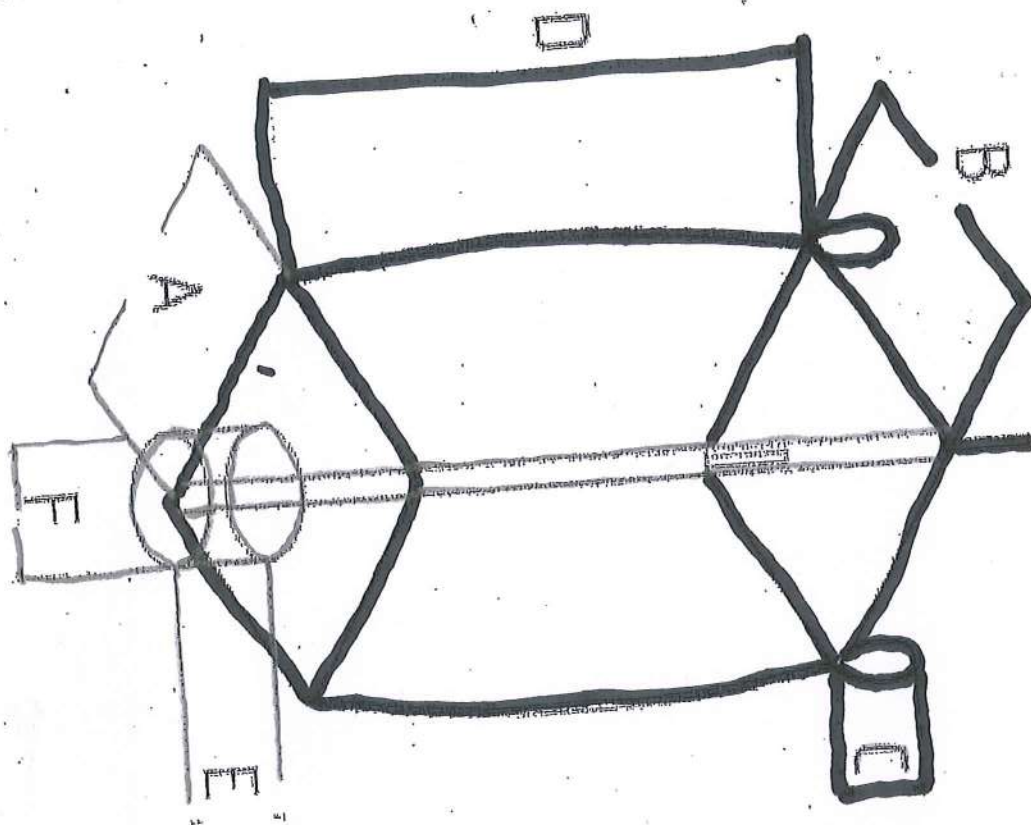
11304



ANNEXURE - 3



ANNEXURE - 4



BIG BAG
DIMENSION

A = 90 cm

B = 90 cm

C = 30 cm

D = 125 cm

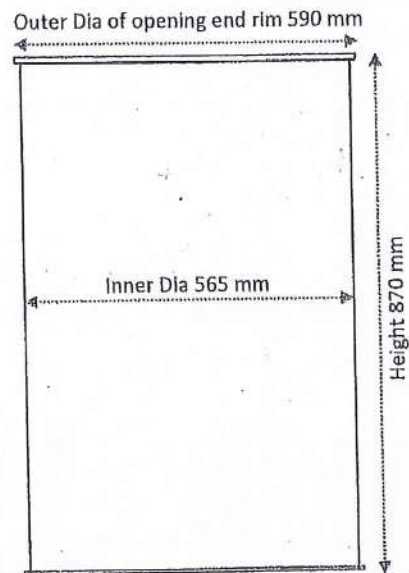
E = 45 cm

F = 40 cm

ANNEXURE - 5

1.5 m
↓

Dimension of Anti setoff / Varnish Drum



ANNEXURE - 6