

National Competitive Bid (NCB)
Standard Bidding Document (SBD) (Procurement of Goods and Services)
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: mysorepress@brbnmpl.co.in

MYS/FF/PUR/01/03
Not Transferable

Security Classification: Non-Security (Consumables)

TENDER DOCUMENT FOR SUPPLY OF Mild Steel (MS) Tins of capacity 2.5 kg and 20 kg for Ink Manufacturing Unit at BRBNMPL, Mysuru

Tender No. 096 /MYS/IMU/2018-19 dated 19.12.2018

This tender document contains 43 pages
The tender document is sold to:

M/s. _____ Address _____

Details of Contact person in BRBNMPL regarding this tender:

Name: Shri. A R Hegde, Designation: Deputy General Manager
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**
FAX: 0821-2582955/2582099

Email: arhegde@brbnmpl.co.in

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Section I: Notice Inviting Tender (NIT)
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: mysorepress@brbnmpl.co.in

Tender No. 096/MYS/IMU/2018-19**Date: 19.12.2018**

1. Sealed tenders are invited from manufacturers / Authorized representatives / Distributors / Dealers for supply of following goods & services:

Schedule No	Brief Description of Goods / Services	Quantity (with unit)	Earnest Money Deposit (in Rs.)	Remarks
1	MS Tins of capacity 2.5 kg	40000 EA	Rs 80,000/-	(as per the Specifications mentioned in Section VII)
2	MS Tins of capacity 20 kg	40000 EA	Rs 2,40,000/-	

Type Of Tender	Two Bid System Part I – Techno commercial bid Part II – Financial/Price bid
Date of Sale of tender documents	From 19.12.2018-22.01.2019 during office hours
Price of the tender document	Rs 500/-
Closing date & time for receipt of tenders	23.01.2019 at 14:30 hrs.
Place of receipt of tenders	Administrative Building, BRBNMPL, Note Mudran Nagar, Mysore-570003
Time and date of opening of tenders	23.01.2019 at 15:00 hrs.
Place of opening of tender	Administrative Building, BRBNMPL, Note Mudran Nagar, Mysore-570003
Nominated person/Designation to Receive Bulky Tender	DGM(IMU), BRBNMPL, Note Mudran Nagar, Mysore - 570003

2. Interested tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website mentioned above for further details.
3. Tender documents may be purchased on payment of non-refundable fee of Rs.500/- (Rupees Five Hundred only) per set 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. 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.
5. Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per

instructions contained in the Tender Documents, are dropped in the Tender Box kept at Admin Building, after recording the tender details in the register on or before the closing date and time, failing which the tenders will be treated as late and rejected.

6. In the event of any of the above mentioned dates being declared as a holiday/ closed day for the purchase organization, the tenders will be sold / received / opened on the next working day at the appointed time.
7. The tender documents are not transferable.
8. The eligible bidder shall be selected as per the eligibility criteria mentioned in Section IX of the tender & Tender shall be finalized on **Lowest (L1) bidder** from eligible bidders as per section XI for each schedule.
9. **Tender will be finalized on the basis of L1 for each schedule.**

Guidelines for applying to Tender in Two Part Bid System:

1. **Part-I - First sealed cover:** It should contain the required EMD amount as per section I, cost of **Tender form Rs.500/-**, Technical offer (catalogue/brochure/specifications etc.), supportive documents related to eligibility criteria, along with all sections of this tender (except section –XI which has to be submitted as mentioned in Sl.No.2 below) **signed & stamped in each & every page**. This first sealed cover should be clearly super scribed with 'Part-I Techno-commercial offer against the Tender No. 096/MYS/IMU/2018-19 for Supply of MS Tins of capacity 2.5 kg and 20 kg for Ink Manufacturing Unit at BRBNMPL, Mysuru. Price Indication in the Techno-commercial offer will be summarily rejected.
2. **Part II -Second sealed cover:** It should contain only Section XI – Price schedule. Price offer submitted in any other format will be liable for rejection. This second sealed cover should be clearly super scribed as 'Part-II Price/Financial bid against the Tender No. 096/MYS/IMU/2018-19 for **Supply of MS Tins of capacity 2.5 kg and 20 kg for Ink Manufacturing Unit at BRBNMPL, Mysuru.**
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. 096/MYS/IMU/2018-19, for Supply of MS Tins of capacity 2.5 kg and 20 kg for Ink Manufacturing Unit at BRBNMPL, Mysuru** due date of **opening 23.01.2019** and should be addressed to 'The General Manager (OSD), Ink Manufacturing Unit, BRBNMPL, Note Mudran Nagar, Mysuru 570003.
4. **Price:** The quoted rate should be on the basis of delivery at our site (F.O.R. BRBNMPL. General Store, Mysuru) and the basic rate, GST, packing & forwarding charges, delivery charges, discounts, insurance (if any), etc. should be clearly indicated in your offer. The price quoted should remain firm & valid for till completion of full quantity as per the schedule specified in our Purchase order.
5. **Delivery Schedule:** Please refer section VI of this tender.
6. **Quantity:** The quantity mentioned in the tender is tentative. BRBNMPL reserves the right to increase or decrease the quantity depending upon their actual requirement.
7. **Liquidated Damage:** For any delay in supply of material beyond the stipulated delivery period BRBNMPL reserves the right to deduct liquidated damage @ 0.5% for every week or part thereof subject to a maximum of 10% of the total value at the time of settlement of the bill.
8. **EMD:** Your sealed tender/ quotation should be accompanied with an Earnest Money Deposit (EMD). EMD is payable in the form of Demand Draft/Banker's Cheque / Fixed Deposit drawn in favor of Bharatiya Reserve Bank Note Mudran Pvt. Ltd., payable at Mysuru (*The*

FD receipt submitted as EMD may be encashed by the company. If rejected by the Bank for encashment due to any reason, it will be construed that tenderer has not submitted EMD and tender will be rejected). **However, please note DGS&D / NSIC, New**

Delhi registered firms for Tendered Item(s) are exempted from submission of requisite EMD.

9. **Security Deposit/Performance Security:** Within twenty-one days after the issue of Purchase Order by BRBNMPL, the supplier shall furnish Security Deposit to BRBNMPL for an amount equal to 10% of the total Order Value, 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. **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.
11. **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.
12. 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.
13. Parties who have been black listed /debarred by BRBNMPL or any PSU or any Government Departments are not eligible for submission of this tender.
14. 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.
15. Bidder may visit BRBNMPL, before submitting the offer after taking due permission for visiting to understand the specifications/requirements.
16. Copies of Certificates / Documents related to GST Registration, PAN and Professional Tax Registration Certificate etc. to be provided along with the Bid.
17. No counter conditions shall be accepted.
18. **Parallel contracting:** BRBNMPL reserves the right to split the Order at L1 rates between L1, L2 & L3 bidders in the ratio 50:30:20 for each of the two items tendered. For each schedule, Purchaser reserves the absolute right to split the order and place parallel contracts on one or more tenderers in a manner that L1 is not awarded more than 50% of total tender quantity or the bid quantity by the tenderer whichever is lower. For 30% of the total quantity, the lowest rate accepted by L1 tenderer will be counter offered to L2 tenderer at the same terms and conditions. For 20% of the total quantity, the lowest rate accepted by L1 tenderer will be counter offered to L3 tenderer at the same terms and conditions. On acceptance of the counter offer, order will be placed on L2 and L3 party for 30% and 20% tendered quantity or quantity accepted by L2 and L3 respectively whichever is lower and balance. In case of non-acceptance of counter offer by L2 firm, similar counter offer shall be given to L3, L4, L5 and so on. In case L1, L2 tenderers do not or are not able to meet the total requirements, the Purchaser reserves the right to split the order further amongst

L3, L4 and so on at the L1 price, terms and conditions. The accepted L1 price with any tenderer who is awarded any quantity for supply will remain firm and valid till the validity of the Contract period. In case other bidders (L2, L3, L4....) do not accept to offer at L1 price, Purchaser reserves the right to place full 100% order on L1 bidder. Purchaser also reserves the right to order only on L1 bidder as per the split clause mentioned above and not to order remaining quantity on L2, L3 and so on. Purchaser also reserves the right to order on one bidder if no subsequent bid is received from any bidder.

19. The tenderers may quote for partial quantity but not less than 25% of the tendered quantity (for each schedule) or else their offer will be summarily rejected.
20. Repeat order quantity to a maximum of 50% of the order can be exercised by BRBNMPL at its own discretion depending on the circumstances.
21. **Bidders are advised to write the page number on each page of the Technical Bid documents submitted.**

Yours faithfully,

For & on behalf of BRBNMPL,

Deputy General Manager

BRBNMPL,

Note Mudran Nagar,

Mysuru - 570 003

Telephone: 0821-2469079, FAX: 0821-2582955/2582099

Email: arhegde@brbnmpl.co.in

Section II: General Instructions to Tenderers (GIT)

This Section-II shall be downloaded from website: www.brbnmpl.co.in under the section 'Downloads' and signed & stamped and to be submitted along with the Techno-Commercial Bid –Part I as acceptance of terms & conditions. (Offer submitted without the signed copies of Section-II shall liable to be rejected)

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

Note: Can be printed with 4 pages in one sheet so as to avoid wastage of paper.

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	1,2,3,4,5,6, 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 a)IP is a tool to ensure that activities and transactions between the company (BRBNMPL) and its bidders/contractors are handled in a fair, transparent and corruption free manner. An independent external monitor (IEM) has been appointed to oversee implementation of IP in the company. The IP as enclosed with the tender at section XX is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with the company would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification. Details of IEM for this tender is furnished below: Name: Shri V V R Sastry, Ex CMD/BEL Address: 957, 9 th main, 3 rd stage, 3 rd block, Basaveswaranagar, Bengaluru – 560079, Email – sastryvvr@gmail.com b)Please refer the concerned section of IP for role and responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender. Note: no routine correspondence shall be addressed to the IEM(phone/post/email) regarding clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarifications /issues be addressed directly to the tender issuing(procurement) department.
3	8	Pre-bid Conference	Not applicable to this tender

S No	GIT Clause No	Topic	SIT Provision
4	9	Time Limit for receiving request for clarification of Tender Documents	No Change
5	10,11,12, 13,14,15	Documents Comprising the Tender, Tender Currencies, Tender Prices, Indian Agent, PVC Clause & Formula, Alternative tenders	No Change
6	16	Documents Establishing Tenderer's Eligibility and Qualifications	No Change
7	17	Documents establishing Good's Conformity to Tender document	No Change
8	18	Earnest Money Deposit (EMD) Note: Bidders claiming exemption of EMD should submit the DGS&D (or) NSIC registration certificate without fail along with their techno-commercial offer. EMD exemption for DGS&D (or) NSIC registered firm. Cost of tender to be submitted.	No Change
9	19	Tender Validity (120 days in case of two-bid system after the date of tender opening prescribed in the tender document)	No Change
10	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 - one
11	21,22,23	Submission of Tenders, Late Tender, Alteration and Withdrawal of Tender	No Change
12	24	Opening of tenders	No Change
13	25	Basic Principle	No Change
14	26,30,28, 29,30,31, 32,33,34	Preliminary Scrutiny of Tenders, Minor Infirmary/ Irregularity / Non-Conformity, Discrepancy in Prices, Discrepancy between original and copies of Tender, Clarification of Bids, Qualification /Eligibility Criteria, Conversion of tender currencies to Indian Rupees, Schedule-wise Evaluation, Comparison on CIF Destination Basis.	No Change
15	35 to 42 44 to 49	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders, Tenderer's capability to perform the contract, Tenderer's capability to perform the contract, Cartel Formation / Pool Rates, Negotiations, Contacting BRBNMPL, AWARD OF CONTRACT, Award Criteria, Variation of Quantities at the Time of Award, Parallel Contracts, Serious Misdemeanors, Notification of Award, Issue of Contract, Non-receipt of Performance Security and Contract by BRBNMPL, Return of EMD, Publication of Tender Result.	No Change

S No	GIT Clause No	Topic	SIT Provision
16	43	Parallel contracting: 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.	As mentioned in Section-I (Para 18)
17	50 to 55 except 52.2 & 52.3	Rate Contract Tenders, PQB Tenders, Tenders involving Purchaser's and Pre-Production Samples, EOI Tenders, tenders for Disposal of Scrap, Development / Indigenization Tenders	Not applicable to this tender
18	52.2	Purchasers samples	Name of the custodian: DGM(IMU), BRBNMPL, Mysuru
19	52.3	Pre-production samples	Sample shall be supplied within 15 days of issue of purchase order

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

Section IV: General Conditions of Contract (GCC)

This Section-IV shall be downloaded from website: www.brbnmpl.co.in under the section 'Downloads' and signed & stamped and submitted along with the Technical-Commercial Bid –Part I as acceptance of terms & conditions. (Offer submitted without the signed & stamped copies of Section-IV shall liable to be rejected)

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

Note: Can be printed with 4 pages in one sheet so as to avoid wastage of paper.

Section V: Special Conditions of Contract (SCC)

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

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

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

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	No Change (one year from the date of acceptance)
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	100% after receipt, inspection and acceptance by the purchaser and on submission of all required documents by the supplier.
9	23 to 32	Delay in the supplier's performance, Liquidated damages, Custody and Return of BRBNMPL's Materials/ Equipment/ Documents loaned to Contractor, Termination for default, Termination for insolvency, Force Majeure, Termination for convenience, Governing language, Notices, Code of Ethics,	No change

S No	GCC Clause No	Topic	SCC Provision
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

Schedule No	Brief Description of Goods / Services	Quantity (with unit)	Earnest Money Deposit (in Rs.)	Remarks
1	MS Tins of capacity 2.5 kg	40000 EA	Rs 80,000/-	(as per the Specifications mentioned in Section VII)
2	MS Tins of capacity 20 kg	40000 EA	Rs 2,40,000/-	

*** bidder is allowed to quote for one or both the schedules. L1 determination will be done schedule-wise.**

Required Delivery Schedule:

- 1) Initial Quantity (One no. each for the respective schedule) shall be supplied by the supplier at their own cost to General Stores (Ink Manufacturing Unit), BRBNMPL for inspection, Within 15 days of issue of purchase order.
- 2) Delivery to be made after approval of the Initial Quantity only.
- 3) The quantity shall be supplied in staggered way like fortnightly/weekly basis/monthly basis, based on our delivery schedule. Successful Tenderer should be able to supply up to 5,000 Conipack type tins/month of 2.5Kg capacity and 5,000 MS tins/month of 20 Kg capacity. Material to be supplied against confirmed delivery schedule only. BRBNMPL reserves the right to short close the Purchase Order for which delivery schedule has not been issued. Delivery schedule will be intimated time to time. Bidder to supply as per the schedule in weekly/fortnightly/monthly basis within 21 days of issue of delivery schedule.
- 4) Required Terms of Delivery, Destination and preferred mode of Transportation: F.O.R, BRBNMPL, MYSORE inclusive of delivery as per the specification and scope of work given in Section VII and Price bid should be as per Section XI.

Address:

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 - 570 003

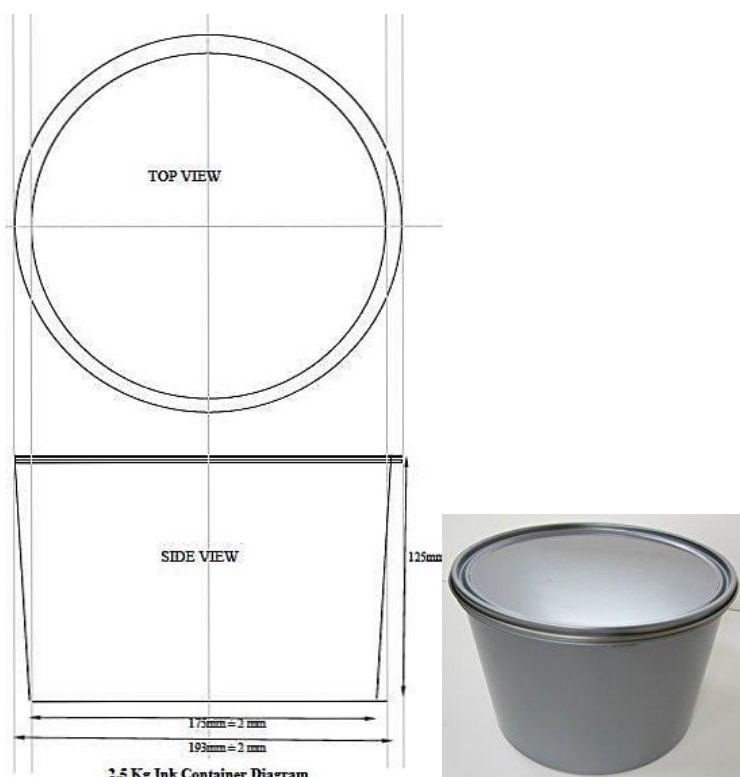
(To be signed & stamped and submitted along with Techno-commercial Bid Part –I)

Section VII: Technical Specifications

Tender Enquiry No. 096/MYS/IMU/2018-19 dated 19.12.2018

Schedule 1:

1. Description: Conipack type tins, shall be able to store Ink of capacity 2.5 Kgs
2. Size of tin: Top diameter: $193 \pm 3\text{mm}$
Bottom diameter: $175 \pm 3\text{mm}$
Height (Deep drawn): $125 \pm 3\text{mm}$
3. Drawn & Redrawn: Tapered wall, stackable conical tin, lined with gasket for air tight fitting. The finishing of tin both inside & outside shall be uniform & groove less.
4. Material of construction: Rust free, tin free, prime quality steel.
5. Type of material coating: Special type lacquers coated in pearl light grey color on outside & inside of tin. The lacquer shall be resistant to acidic or alkaline ink and organic solvent.
6. Tin shall be suitable for air tight and vacuum packing.



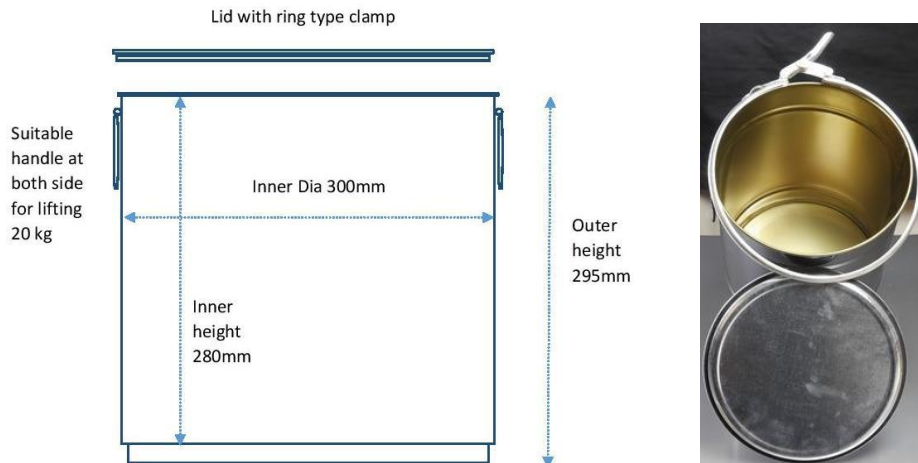
Note:

1. The above sketch is indicative and not to scale.
2. The sample of the above mentioned Conipack type tin is available at site.
3. For any further clarification supplier may contact at Ink Manufacturing Unit, BRBNMPL, Mysore

Schedule 2:

1. Description: MS tins (Shall be able to store Ink capacity of 20 Kgs) with suitable free space at the top of the ink inside the tin.
2. Dimensions: Diameter- 300 mm,
Height -280 mm \pm 3mm,
Thickness (minimum) of MS sheet – 25 SWG
3. MS tin shall be full open mouth with lid lever type tight rings and gasket having locking arrangement with locking clip
4. The vertical seam of the tin shall be vertically welded.
5. Tin shall be leak proof having two collapsible thick strong handle (90 mm long) on opposite side outside tin with at least 45 mm below top edge of tin to enable to lift the tin easily.
6. Handles should be strong enough to handle minimum load of 30 kg.
7. Lid of the tin shall be without hook/handle and tin shall be without grooves.
8. The tins shall be fabricated in such a way that it shall able to stack one above the other.
9. The tins shall be painted in blue colour from outside, but shall not be painted from inside. Inside of the tin should be plain, free from rust and inert to acidic or alkaline ink and organic solvent.

The sample of the MS tin with above said specification is available at site.



Note:

1. The above sketch is indicative and not to scale.
2. The sample of the MS tin with above said specification is available at site.
3. For any further clarification supplier may contact at Ink Manufacturing Unit, BRBNMPL, Mysore

Authorised signatory and stamp

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

COMPLIANCE STATEMENT FOR Supply of MS Tins of Capacity 2.5 kg and 20 kg at Ink Manufacturing Unit at BRBNMPL, Mysuru

Against Tender no. 096/MYS/IMU/2018-19 dated 19.12.2018

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

PART-A: COMPLIANCE STATEMENT – COMMERCIAL

Sl. No.	Features	Requirements of BRBNMPL, Terms & conditions	Whether Agreed by the firm (YES/No)	Remarks
01	General specifications	Items should be supplied exactly as per the given specifications mentioned in Section VII of the tender and have enclosed catalogue/brochure of the offered item.		
02	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		
03	Replacement of Rejection of materials	In case of rejection of material supplier shall replace the rejected material within 15 days on his cost		
04	Delivery	As per section -VI		
05	Payment terms	Payment terms as mentioned in the tender (100% after supply and acceptance)		
06	Liquidated Damage	Liquidated Damage clause as mentioned in tender		
07	Performance Security	As mentioned in clause No.6 of GCC		
08	Tender terms & conditions	We have gone through entire tender document thoroughly including GIT (Section II - General Instructions to Tenderer), GCC (Section IV - GENERAL CONDITIONS OF CONTRACT) and confirm that we don't have counter conditions. We also understand that offer with counter conditions is liable for rejection.		
09	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)

Section VIII: Quality Control Requirements

Quality Control Requirements

Items supplied by the successful bidder (as mentioned in section VI) will be checked for the specifications as mentioned in the section VII and for its suitability. Supplier may be asked to resubmit the initial supply/lot if it is not found as per the specifications.

Section IX: Qualification/ Eligibility Criteria

I. Eligibility, Experience & Past Performance

Bid is invited from manufacturer / Authorized representatives / Distributors / Dealers. One manufacturer can authorize only one dealer / distributor.

Bidders should be experienced, competent and resourceful to carry out the assigned order. Bidder should have manufactured or supplied at least 12000 (twelve thousand) quantity of MS tins for each individual schedule 1 & schedule 2 or similar tins during any one year in last five years ending 31.03.2018 and should be present in the business of same field.

Note: Documentary proof (copies of PO's executed) for the above qualifying criterion should be submitted along with your offer duly signed by authorized signatory of your company.

II. Financial Standings

- Bidders should have an average annual turnover of at least Rs. 12,00,000 for schedule 1 and Rs 36,00,000 for schedule 2 during the last three years ending 31.03.2018.
- Bidders should not have suffered any financial loss for more than one year during last three years ending 31.03.2018.
- The net worth of the firm should not have eroded by more than 30% in the last 3 years ending 31.03.2018.

Note: Please enclose the details of last three years' financial standings data like P/L accounts, Balance sheets etc. duly certified by Chartered Accountant (CA).

III. General

- Original Manufacturer may submit their offer through their authorized distributor/dealer (copy of authorization certificate to be enclosed).
- 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.
- Bidder should attach the GST registration certificate & PAN copies along with GST supplier's details as per Annexure-B.
- NEFT Mandate form as per Annexure-C.
- 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 fulfillment of qualifying criteria. Non-submission or incomplete submission of documents may lead to rejection of offer.

We _____ (name of the company) have submitted the required documents in support of the 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.

**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 ARE REQUIRED FROM PROSPECTIVE
SUPPLIERS / CONTRACTORS.**

NAME OF THE SUPPLIER			
ADDRESS OF THE SUPPLIER			
COUNTRY			
STATE			
PINCODE			
REGISTRATION TYPE	(i) REGULAR (ii) COMPOSITION (iii) CONSUMER (iv) UNREGISTERED		
PAN			
GSTIN			
PARTY TYPE	(i) DEEMED EXPORT (ii) SEZ (iii) NOT APPLICABLE (N.A)		
IS A e COMMERCE OPERATOR (YES / NO)	YES / NO		

ITEM DESCRIPTION	HSN / SAC CODE	SGST / CGST / IGST / UTGST	RATE OF GST %
Supply of MS Tins of capacity 2.5 kg and 20 kg			

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)

Name of the Scheme and the periodicity of payment

No.

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)

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,

Mysore 570003

Ref: Your Tender Enquiry Document No. 096/MYS/IMU/2018-19 dated 19.12.2018

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

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

Dated this _____ day of _____

For & on behalf of

(Signature with date)

(Name and designation)

Duly authorized to sign tender for and on behalf of

.....

Section XI: Price Schedule

Schedule 1

S No	Item Description	Price, INR
1	MS Tins of capacity 2.5 kg (Mention Price for 01 qty i.e Basic Price including packing & Forwarding)	
2	GST @	
3	Freight, Insurance charges, if any (Mention Price for 01 qty i.e Basic Price)	
4	GST @	
5	FOR BRBNMPL, Mysuru (Sum of SI no 1 to 4) – For 01 qty	
6	Total Quantity Offered	
7	Total price on FOR (Destination) for required quantity for BRBNMPL, Mysuru (Multiplication of SI No 5*SI No 6)	

Amount in words: INR.....

Note:

1. Price in SI.No.7 only will be considered for L1 determination.
2. Applicable tax deduction at source will be made for installation, commissioning and training charges and a TDS certificate will be issued.
3. Price with counter condition(s) shall be liable for rejection.
4. Price should be quoted as per the above formats. However, components of the price quoted may be indicated separately.
5. Prices should be all inclusive.
6. Conditional discount/rebate etc., shall not be considered. In case, discount is offered that should be adjusted in the price and net price should be quoted.
7. Multiple rates for single item, unless notified in the tender will not accepted and would lead to rejection of offer.
8. If variation is found in total price & basic price, basic price shall prevail and the total price corrected accordingly. If there is discrepancy in words and figures, the amount in words shall prevail.

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. 096/MYS/IMU/2018-19 dated 19-12-2018 for supply of MS Tins of capacity 2.5 kg and 20 kg as listed in NIT and Section VI: List of requirements for Ink Manufacturing Unit at BRBNMPL, Mysuru and we do not have any counter conditions.

Authorized signatory with name and date
Office Seal/Stamp

Section XI: Price Schedule

Schedule 2

S No	Item Description	Price, INR
1	MS Tins of capacity 20 kg (Mention Price for 01 qty i.e Basic Price including packing & Forwarding)	
2	GST @	
3	Freight, Insurance charges, if any (Mention Price for 01 qty i.e Basic Price)	
4	GST @	
5	FOR BRBNMPL, Mysuru (Sum of SI no 1 to 4) – For 01 qty	
6	Total Quantity Offered	
7	Total price on FOR (Destination) for required quantity for BRBNMPL, Mysuru (Multiplication of SI No 5*SI No 6)	

Amount in words: INR.....

Note:

1. Price in SI.No.7 only will be considered for L1 determination.
2. Applicable tax deduction at source will be made for installation, commissioning and training charges and a TDS certificate will be issued.
3. Price with counter condition(s) shall be liable for rejection.
4. Price should be quoted as per the above formats. However, components of the price quoted may be indicated separately.
5. Prices should be all inclusive.
6. Conditional discount/rebate etc., shall not be considered. In case, discount is offered that should be adjusted in the price and net price should be quoted.
7. Multiple rates for single item, unless notified in the tender will not accepted and would lead to rejection of offer.
8. If variation is found in total price & basic price, basic price shall prevail and the total price corrected accordingly. If there is discrepancy in words and figures, the amount in words shall prevail.

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. 096/MYS/IMU/2018-19 dated 19-12-2018 for supply of MS Tins of capacity 2.5 kg and 20 kg as listed in NIT and Section VI: List of requirements for Ink Manufacturing Unit at BRBNMPL, Mysuru 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.: **096/MYS/IMU/2018-19** dated **19.12.2018**

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				
01	Name and address of the firm				
02	Status of firm (Proprietor/Partnership /Regd. Company / Co-op. Society)				
03	GSTIN. of the Firm (Copy of registration to be enclosed)				
04	Income Tax P.A.N. No of Firm (Copy of registration to be enclosed)				
05	Bankers and their Address				
06	Whether registered with NSIC, New Delhi for quoted item? (Copy of registration to be enclosed)				
B	FINANCIAL SOUNDNESS				
S. No.	Description	FY 2015-16 (in lakhs) (as on 31 st March 2016)	FY 2016-17 (in lakhs) (as on 31 st March 2017)	FY 2017-18 (in lakhs) (as on 31 st March 2018)	
01	Annual Turnover				
02	Net Profit				
03	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
01					
02					
03					
04					
05					

D	DECLARATION	
01	We have also enclosed herewith DD No. _____ for Rs. _____ as EMD against this tender	YES
02	We have also enclosed herewith DD No. _____ for Rs. 500 /- as Cost of Tender Form against this tender	YES
03	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 your specifications and delivery schedule. Necessary documents like copies of Work orders, P/L Accounts, Balance Sheets are enclosed	YES
04	We confirm having been in the business continuously for the last three years.	YES
05	We confirm that we have quoted exactly for the tendered product as per your specifications given in Section VII	YES
06	We confirm that the Price bid is quoted exactly as per your format in Section- XI	YES
07	We confirm that there would not be any price escalation (Except Statutory Charges) during the supply / contract period	YES
08	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 XIV: Manufacturer's Authorization Form

To

.....

.....

(Name and address of BRBNMPL)

Dear Sirs,

Ref. Your Tender document No dated

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

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

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

Yours faithfully,

.....

.....

[Signature with date, name and designation]

For and on behalf of Messrs
(Name & address of the manufacturers]

Note: This letter of 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 date of all contractual obligations by the supplier, including the warrantee obligations and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer

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

Name and designation of the officer

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

Section XVI: Contract Form

(Address of BRBNMPL's office issuing the contract)

Contract No. dated

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

1. Name & address of the 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
(Refer to clause 24.2 of GIT)

The General Manager

Unit Address

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

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

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

Note:

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

Section 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)

PRE-CONTRACT INTEGRITY PACT

General

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

WHEREAS the BUYER proposes to procure MS Tins for storage of security ink and the BIDDER / SELLER is willing to offer / has offered to supply MS tins for storage of security inks,

And

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

NOW THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent free from any influence / prejudiced dealings prior to, during and subsequent to currency of the contract to be entered into with a view to enabling the BUYER to obtain the desired said stores / equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain

from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

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

I. Definitions:

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

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

or affect the execution of a contract;

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

- 4) “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Buyer designed to establish bid prices at artificial, noncompetitive levels; and
- 5) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;
- 6) “External Independent Monitor” means a person, hereinafter referred to as EIM, appointed, in accordance with Section X below, to verify compliance with this agreement.
- 7) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Buyer and includes collusive practices among Bidders (Prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the Buyer of the benefits of free and open competition;

- 8) "Party" means a signatory to this agreement.
- 9) "Purchaser or Buyer" means Bharatiya Reserve Bank Note Mudran Private Limited, incorporated under the Companies Act 1956, having their registered Office at Bangalore 560029 and includes their successors.
- 10) "Bidder or Tenderer" means the person, firm or company submitting a tender (bid) against the invitation to Tender (bid) and includes his/its/their staff, consultants, parent and associate and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers, heirs, executors, administrators, representatives, successors.

II. Commitments of the Buyer

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

III. Commitments of BIDDERS

1. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular, commit itself to the following:
 - I.1. The BIDDER will not offer directly or through intermediaries any bribe, gift consideration, reward, favour, any material or immaterial benefit, other advantage, commission, fees brokerage or inducement to any official of the BUYER connected directly or indirectly with the bidding process or to any person, organization or third party related to a contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - I.2. The BIDDER further undertakes that it has not given, offered, promised to give directly or indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with buyer.
 - I.3. BIDDERS of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly, the bidders of Indian nationality shall furnish the name and address of the foreign principals, if any.
 - I.4. BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary in connection with this bid / contract.
 - I.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator / authorized Government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede facilitate or in any way to recommend to the BUYER or any of its functionaries, whether official or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession, facilitation or recommendation.
 - I.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payment he has made is commented to or intends to make to officials of the BUYER or their family members agents brokers or

any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- I.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- I.8. The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.
- I.9. The BIDDER shall not use improperly for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of the business relationship regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- I.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- I.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
2. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly is a relative of any serving / ex-employees of the officers of the BUYER or alternatively if any relative of any serving / ex-employees of the officers of the BUYER has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term relative for this purpose would be as defined in 2(77) of the Companies Act, 2013 as amended from time to time.

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

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

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

exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 1 year and maximum of 3 years.

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

V. Compensation for Damages

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

VI. 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 anti-corruption approach in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
2. The BIDDER agrees that if it makes incorrect statement on this subject BIDDER can be disqualified from the tender process or the contract already awarded, can be terminated for such reason.

VII. Earnest Money (Security Deposit)

1. While submitting commercial bid, the BIDDER shall deposit an amount 2% of the total value of the contract as Earnest Money / Security Deposit, with the BUYER through any of the following instruments:
 - a. Bank Draft or a Pay Order in favour of Bharatiya Reserve Bank Note Mudran Private Limited. A confirmed guarantee by an Indian Nationalised Bank promising payment of the guaranteed sum to the BUYER or demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - b. Any other mode or through any other instrument (as specified in the tender document).
2. The Earnest Money shall be valid for 45 days beyond the final tender validity period. Security Deposit shall be valid for 60 days after complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER and after completion of warranty period.
3. In case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same by assigning reason for imposing sanction to violation of this Pact.
4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

VIII. Sanctions for Violations

1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions wherever recurred.
 - i) To immediately call off the pre-contract negotiations after assigning any reason. However, the proceedings with the other BIDDER(s) would continue.
 - ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall assign reason therefore.
 - iii) To immediately cancel the contract if already signed, without giving any compensation to the BIDDER.

- iv) To recover all sums already paid by the BUYER and in case an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - v) To encash the advance bank guarantee and performance bond / warranty bond if furnished by the BIDDER in order to recover payments already made by the BUYER along with interest.
 - vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money due to the BIDDER.
 - vii) To debar the BIDDER from participating in future bidding processes of the buyer for a minimum period of 5 years, which may be further extended at the discretion of the BUYER.
 - viii) To recover all sums paid in violation of this Pact by BIDDER(s) any middlemen or agent or broker with a view to securing the contract.
 - ix) Any letter of credit, including revolving Letter of Credit, opened by buyer, shall be rendered infructuous from the date of advice of violation by buyer.
 - x) Forfeiture of Performance Bond in case of a decision by the BUYER to seek for the forfeiture for imposing sanction for violation of this Pact.
2. The BUYER will be entitled to take all or any of the actions mentioned at Section VIII para 1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor (s) appointed for the purposes of this Pact.

IX. Fall Clause

The bidder undertakes that it has not supplied/is not supplying similar product /systems or sub-systems at a lower price than that offered in the present bid in respect of any other customer in India, Ministry /Department of the Government of India or PSU and if it is found at any stage that similar products/systems or such systems was supplied by the Bidder to any of these entities at a lower price then that very price with due allowance for elapsed time would be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer if the contract has already been concluded.

X. External Independent Monitor- Name of the IEM: Shri. V V R Sastry

E-mail: sastryvvr@gmail.com

1. The BUYER appoints competent and credible external independent Monitor for this Pact.
The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions, neutrally and independently. He reports to the Chairperson of the Board of the Buyer.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Tender/Contract documentation of the Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to tender/contract documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor with confidentiality, provided that this clause is subject to the general confidentiality clause.
4. The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Buyer and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard

submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, Independent External Monitor shall give an opportunity to the bidder/contractor to present its case before making its recommendations to the management of the buyer.

6. The Monitor will submit a written report to the Chairperson of the Board of the Buyer within 8 to 10 weeks from the date of reference or intimation to him by the 'Buyer' and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Chairman as prevailing with Buyer.
8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, IPC/PC Act and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word 'Monitor' would include both singular and plural.

XI. Facilitation of Investigation

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

XII. Law and Place of Jurisdiction

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

XIII. Other Legal Actions

1. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium this agreement must be signed by all partners or consortium members.

XIV. Validity

1. The validity of this Integrity Pact shall be from the date of its signing and valid for 60 days after complete conclusion of the contractual obligations to the complete satisfaction of both the BUYER and the BIDDER and after completion of warranty period. In case the BIDDER is unsuccessful this Integrity Pact shall expire after conclusion of the tender. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman of the buyer.
2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case the parties will strive to come to an agreement to their original intentions.
3. The parties hereby sign this integrity pact at ____ on _____.

BUYER

BIDDER

Name of the Officer

“Authorised signatory of the Bidder”

Designation

Witness

Witness

1. _____

1. _____

2. _____

2. _____