

**NATIONAL COMPETITIVE BID TE NO.144/MYS/MMD/2018-19**  
**SUPPLY OF LDPE SHRINK FILM – Width 340MM, 490MM & 600MM**

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**NATIONAL COMPETITIVE BIDDING (NCB) -OPEN TENDER**  
**Standard Bidding Document (SBD)**

Procurement of Goods & Services

**BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED**

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

**Note Mudran Nagar, Mysuru 570003**

**Phone: 0821-2582905, 2582915, 2582925**

**FAX: 0821- 2582099**

Website: [www.brbnmpl.co.in](http://www.brbnmpl.co.in)

Email: [mysorepress@brbnmpl.co.in](mailto:mysorepress@brbnmpl.co.in)

MYS/FF/PUR/F/01/03

**Not Transferable**

**Security Classification: Non-Security (Consumables)**

**TENDER DOCUMENT FOR SUPPLY OF LDPE SHRINK FILM – WIDTH 340MM, 490MM & 600MM**

Tender No.144/MYS/MMD/2018-19 dated 02.03.2019

This tender document contains 62 pages

The tender document is sold to:

M/s. _____
Address _____

Details of Contact person in BRBNMPL regarding this tender:

Name: Shri P. K. Biswal, Designation: Deputy General Manager

**Address: BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED**

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

**Note Mudran Nagar, MYSORE - 570 003**

Telephone No. 0821- 2469062/2469048

Email: [pkbiswal@brbnmpl.co.in](mailto:pkbiswal@brbnmpl.co.in)

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<b>Section XVI:</b>	Contract Form	Enclosed
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**NATIONAL COMPETITIVE BIDDING (NCB) –OPEN TENDER**  
**Standard Bidding Document (SBD)**

**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: 0821-2582905, 2582915, 2582925

FAX: 0821- 2582099

Website: [www.brbtnmpl.co.in](http://www.brbtnmpl.co.in)

Email: [mysorepress@brbtnmpl.co.in](mailto:mysorepress@brbtnmpl.co.in)

**Tender No.144/MYS/MMD/2018-19**

**Date: 02.03.2019**

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

Sl. No.	Brief Description of Goods / Services	Quantity (with unit)	Earnest Money Deposit (in Rs.)	Remarks
1.	LDPE Shrink Film Width 340 mm –centrally folded (50-55 microns)	30600 Kgs	₹81,000 /-	If bidders wish to quote for single or any of the combination of the scheduled items, then the EMD amount should be submitted accordingly by adding the individual EMD amount.
2.	LDPE Shrink Film Width 490 mm (50-55 microns)	50000 Kgs	₹1,32,000/-	
3.	LDPE Shrink Film Width 600 mm (85-90 microns)	56700 Kgs	₹1,50,000/-	

**Note: It may be noted that, the total EMD payable is Rs.3, 63,000/- when all types are combined.**

**\*For detailed specifications pl. see section VII of this tender document.**

Type of Tender (Two Bid / PQB / EOI / RC / Development / Indigenization / Disposal of Scrap / Security item etc.	<b>Two Bid System</b> (Part-I Techno-commercial bid & Part-II Financial/Price Bid)
Date of Sale of tender documents	From <b>02.03.2019 to 02.04.2019</b> during office hours
<b>Price of the Tender Document</b>	<b>Rs.500/-</b>
Place of sale of tender documents	Purchase section, Bharatiya Reserve Bank Note Mudran Private Limited, Note Mudran Nagar, Mysore 570003  (OR) Can be downloaded from our website <a href="http://www.brbtnmpl.co.in">www.brbtnmpl.co.in</a> , in which case Price of tender document should be enclosed along with your offer.
Closing date and time for receipt of tenders	<b>03.04.2019 at 14.30 hours</b>
Place of receipt of tenders	Administrative Building, Bharatiya Reserve Bank Note Mudran Private Limited, Note Mudran Nagar, Mysore 570003.
Time and date of opening of tenders	<b>03.04.2019 at 15.00 hours</b>
Place of opening of tenders	Administrative Building, Bharatiya Reserve Bank Note Mudran Private Limited, Note Mudran Nagar, Mysore 570 003.
Nominated Person / Designation to Receive Bulky Tender (Clause 21.21.1 of GIT)	Assistant General Manager(MMD), Bharatiya Reserve Bank Note Mudran Private Limited, Note Mudran Nagar, Mysore 570 003.

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.

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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 MYSORE.
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 (RED COLOUR TENDER BOX), after recording the tender details in the register 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.
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 finalised on **Item wise Lowest (L1) bidder** from eligible bidders as per section XI. However, BRBNMPL does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity tender or cancel the tender without assigning any reason what so ever.
9. Techno-commercial bid (Part-I) will be opened on the scheduled date as mentioned. Price bid of techno-commercially qualified will be opened on later date which will be intimated later.

**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 VI**, cost of **Tender form Rs.500/-**, Technical offer (catalogue/brochure/specifications etc.), supportive documents related to eligibility criteria, Tax related documents etc. along with all sections of this tender (except section –XI & Annexure-E 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 superscribed with 'Part-I Techno-commercial offer against the **Tender Enquiry No.144/MYS/MMD/2018-19 for Supply of LDPE Shrink Film- Width 340mm, 490mm & 600mm. 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 alongwith Annexure-E. Price offer submitted in any other format will be liable for rejection. This second sealed cover should be clearly superscribed as 'Part-II Price/Financial bid against the **Tender Enquiry No.144/MYS/MMD/2018-19 for Supply of LDPE Shrink Film-Width 340mm, 490mm & 600mm.**
3. The above mentioned two sealed covers should be put in another big cover, sealed and should be superscribed as '**Offer for Tender Enquiry No. 144/MYS/MMD/2018-19, for Supply of LDPE Shrink Film-Width 340mm, 490mm & 600mm,** due date of **opening 03.04.2019** and should be addressed to 'The General Manager, BRBNMPL, Note Mudran Nagar, Mysuru 570003.
4. The quoted rate should be on the basis of delivery at our site (F.O.R. BRBNMPL. General Store, MYSORE) and the basic rate, duties, 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.**

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5. 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.
6. **Delivery Schedule:** Please refer section VI of this tender.
7. **Quantity: a)** The quantity mentioned in the tender is indicative, BRBNMPL reserves the right to increase or decrease the quantity depending upon their actual requirement. BRBNMPL reserves the right to procure additional quantity of material as per the Option Clause 19.3 of GCC [Section IV].  
**b) Repeat Order Quantity:** In addition to Option Clause, BRBNMPL also reserves the right to procure additional 50% of the order quantity within 6 months from the date of last supply by placing repeat order against the previous order with same rate and terms and conditions. **However both the option clause and the repeat order clause together shall not exceed 50% of the ordered quantity.**
8. **Inspection of Material:** All supplies shall be subject to inspection by the officer nominated by the purchaser and entitled to reject any or all of the supplies if not conforming to the specifications and terms and conditions of the purchase order.
9. **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.
10. **Shelf Life:** As per manufacturer's specification.
11. **Payment Terms:** Payment shall be released only after supply and its acceptance by BRBNMPL. Statutory Deductions as applicable will be made from the gross bill amount. DD/RTGS/NEFT charges shall be borne by you. For RTGS/NEFT payment you may forward your Bank Mandate and other details along-with your invoice for immediate e-payment. Bidder has to furnish the price-break-up including the tax components as applicable. **Any increase/revision of Statutory rates after opening the tender will be considered at actual on production of supportive documents.**  
  
**Any increase in statutory duties beyond scheduled delivery is not attributable to BRBNMPL and the same will have to be borne by the supplier.**
12. **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 will be deducted at the time of settlement of the bill.
13. **Split Clause:** BRBNMPL reserves the right to split the Order at L1 rates between top three agreeable bidders in the ratio 50:30:20 for all items (i.e Shrink Film of 340mm, 490mm & 600 mm width) amongst the three items tendered. In case of two agreeable bidders, the ratio of splitting shall be 70:30. In case of separate L1 bidder for separate three items order shall be placed accordingly and splitting as referred shall be done for all items.
14. **Price Variation clause relating to Raw-material:** Increase /decrease of price only beyond 5% (on the basis/ground of) increase/decrease in raw material price will be adjusted on pro-rata basis on the raw material component, effective for delivery after 15 days of announcement. On no other account increase/decrease in price will be given during contract period. **To claim for compensation for escalation, the basic rate as on 01/03/2019 of raw material price should be mentioned separately with supporting authenticated documents.** All requests for increase/decrease should be substantiated with authenticated documentary support i.e. Price list, paid bill / invoice of principal raw material supplier, or else it shall not be considered. The cash price list declared by e.g.: IPCL/Reliance or any other reputed manufacturer may be considered for price revision. (Details of Price components may be provided along with the price-bid in

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Annexure-E to arrive at the price fluctuation of raw material.)

**An illustration of Price Variation clause relating to Raw-material is given below for better understanding:**

SL NO.		PER KG COST (Rs.)	
1	BASIC PRICE [ as per cash price list declared by e.g.: IPCL/Reliance or any other reputed manufacturer AS ON 01/03/2019]	100	<b>VARIABLE</b> [beyond 5% increase/decrease in raw material price i.e. beyond Rs. 95- Rs. 105 will be adjusted on pro-rata basis on the raw material component, effective for delivery after 15 days of announcement]
2	LESS CASH DISCOUNT (IF ANY)	0.00	FIXED
3	ADD GST @ _18_%	18.00	VARIABLE
4	LESS GST CREDIT AVAILED BY PARTY AS PER SL NO. 3	18.00	VARIABLE
5	LOCAL FREIGHT CHARGES	0.00	FIXED
6	TOTAL COST OF RAW MATERIAL AT THE FACTORY OF TENDERER [Sl. no.1-2+(3-4)+5]	100.00	VARIABLE
7	PROCESSING COST ,WASTAGE /OVER HEADS	00.00	FIXED
8	PROFIT	00.00	FIXED
9	BASIC RATE OF SHRINK FILM (Sl. No. 6+7+8)	100.00	AS APPLICABLE
10	P&F CHARGES	00.00	AS APPLICABLE
11	BASIC RATE OF SHRINK FILM INCLUDING P&F CHARGES	100.00	AS APPLICABLE
12	GST (@ Applicable rate GST @18% )	18.00	AS APPLICABLE
13	PRICE INCLUDING GST( 11+12)	118.00	AS APPLICABLE
14	FREIGHT ,INSURANCE & OTHER CHARGES IF ANY	00.00	FIXED
15	GST (@ Applicable rate OF ..... %) ON FREIGHT ,INSURANCE & OTHER CHARGES IF ANY	00.00	AS APPLICABLE
16	TOTAL RATE PER KG OF SHRINK FILM (Sl. no.13+14+15)	118.00	AS APPLICABLE
17	QUANTITY IN KGS	137300 kgs	FIXED
18	TOTAL PRICE FOR REQD QTY KGS (Sl. No. 16 x 17) - FOR BRBNMPL ,MYSORE	Rs. 1,62,01,400.00	

15. **E.M.D:** 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 MYSORE (*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.**
16. **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).

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17. **Packing:** The material should be supplied in the original packing of the manufacturer and good enough to withstand any damage during transportation and material should reach in good condition till stores of BRBNMPL MYSORE. Each Packing should be properly labeled with following details: Item Name, Gross weight, Net weight, Date of manufacturing, Date of expiry, Batch Number, etc.
18. **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**
19. Parties who have been black listed /debarred by BRBNMPL or any PSU or any Government Departments are not eligible for submission of this tender.
20. Copies of Certificates / Documents related to GST Registration, PAN and Professional Tax Registration Certificate etc. to be provided along with the Bid.
21. No counter conditions shall be accepted.
22. Bidders are advised to write the page number on each page along with stamp & signature of the Technical Bid documents submitted.

Yours faithfully,  
For & on behalf of BRBNMPL,

Deputy General Manager (MMD)  
BRBNMPL,  
Note Mudran Nagar,  
MYSORE - 570 003  
Telephone: 0821-2469062/2469048  
Fax: 0821-2582099  
Email: [pkbiswal@brbnmpl.co.in](mailto:pkbiswal@brbnmpl.co.in)



## **Section II: General Conditions of Tenderers (GIT)**

This Section-II shall be signed & stamped and submitted along with the **Techno-Commercial Bid –Part I** as acceptance of terms & conditions. *(Offer without the copies of Section-II shall liable to be rejected)*

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

#### **A PREAMBLE**

##### **1. Introduction**

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

##### **2. Language of Tender**

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

##### **3. Eligible Tenderers**

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

##### **4. Eligible Goods and Services**

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

##### **5. Tendering Expense**

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

#### **B TENDER DOCUMENTS**

##### **6. Content of Tender Documents**

###### **6.1 The tender documents includes:**

1. Section I - Notice Inviting Tender (NIT)
2. Section II - General Instructions to Tenderers (GIT)

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

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

##### **7. Amendments to Tender Documents**

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

##### **8. Pre-Bid conference**

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

##### **9. Clarification of Tender Documents**

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

#### **C PREPARATION OF TENDERS**

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

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

- a) Tender Form and Price Schedule along with list of deviations (ref Clause 19.19.4) from the clauses of this SBD, if any.



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

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

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

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

#### **11. Tender currencies**

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

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

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

#### **12. Tender Prices**

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

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

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

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

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

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

c) Charges towards inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and

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

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

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

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

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

#### **12.8 Excise Duty:**

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

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

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

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

- i) The tenderer should quote the exact percentage of VAT that they will be charging extra.
- ii) While quoting the rates, tenderer should pass on (by way of reduction in prices) the set off/input tax credit that would become available to them by switching over to the system of VAT from the existing system of sales tax, duly stating the quantum of such credit per unit of the item quoted for.
- iii) The tenderer while quoting for tenders should give the following declaration:

"We agree to pass on such additional set off/input tax credit as may

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become available in future in respect of all the inputs used in the manufacture of the final product on the date of supply under the VAT scheme by way of reduction in price and advise the purchaser accordingly."

- iv) The supplier while claiming the payment shall furnish the following certificate to the paying authorities: We hereby declare that additional set offs / input tax credit to the tune of Rs. .... has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted .

**12.11 Octroi and Local Taxes:**

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

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

**12.12 Duties/ Taxes on Raw Materials**

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

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

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

**12.14 Customs Duty:**

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

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

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

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

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

**13. Indian Agent**

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

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

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

- a) The principal manufacturer directly or one Indian agent on his behalf

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

**14. Firm Price / Variable Price**

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

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

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

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

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

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

14.7 Documents for claiming ERV:

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

**15. Alternative Tenders**

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

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

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

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

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

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

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.

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

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

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

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

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

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

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

18.3 The earnest money shall be denominated in Indian Rupees.

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

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

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

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

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

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

**19. Tender Validity**

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

19.2 In exceptional cases, the tenderers may be requested by BRBNMPL to extend the validity of their tenders upto a specified period. Such

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.

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**D SUBMISSION OF TENDERS**

**21. Submission of Tenders**

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

**22. Late Tender**

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

**23. Alteration and Withdrawal of Tender**

- 23.1 The tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.
- 23.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender besides other sanctions by BRBNMPL.

**E TENDER OPENING**

**24. Opening of Tenders**

- 24.1 BRBNMPL will open the tenders at the specified date and time and at the specified place as indicated in clause 1 of NIT. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for BRBNMPL, the tenders will be opened at the appointed time and place on the next working day.
- 24.2 Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening, provided they bring with them letters of authority as per the format in SBD XVII from the corresponding tenderers. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.
- 24.3 During the tender opening, the tender opening official(s) will read the salient features of the tenders like description of the goods offered, price, special discount if any, delivery period, whether earnest money furnished or not and any other special features of the tenders, as deemed fit by the tender opening official(s).
- 24.4 In the case of two bid system mentioned in clause 20.8 above, the technical bids are to be opened in the first instance, at the prescribed time and date. These bids shall be scrutinized and evaluated by the competent committee / authority with reference to parameters prescribed in the tender document. Thereafter, in the second stage, the financial bids of only the technically acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation. Other financial bids would be returned unopened to the respective bidders under Registered AD/ Reliable Courier or any other mode with proof of delivery.

**F SCRUTINY AND EVALUATION OF TENDERS**

**25. Basic Principle**

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

**26. Preliminary Scrutiny of Tenders**

- 26.1 The tenders will first be scrutinized to determine whether they are

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

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

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

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

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

**28. Discrepancy in Prices**

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

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

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

**30. Clarification of Bids**

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

**31. Qualification / Eligibility Criteria**

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



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

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

**33. Schedule-wise Evaluation**

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

**34. Comparison on CIF Destination Basis**

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

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

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

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

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

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

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

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

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

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

**37. Cartel Formation / Pool Rates**

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

**38. Negotiations**

Normally there would be no price negotiations. But BRBNMPL reserves its

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

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

**39. Contacting BRBNMPL**

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

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

**G AWARD OF CONTRACT**

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

**41. Award Criteria**

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

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

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

**43. Parallel Contracts**

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

**44. Serious Misdemeanors**

44.1. Following would be considered serious misdemeanors:

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

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

**45. Notification of Award**

45.1 Before expiry of the tender validity period, BRBNMPL will notify the successful tenderer(s) in writing, by registered / speed post or by fax/email / telex/ cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by BRBNMPL, has been accepted, also briefly indicating therein the essential details like

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description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to BRBNMPL the required performance security within twenty one days from the date of this notification. Relevant details about the performance security have been provided under GCC Clause 6 under Section IV.

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

**46. Issue of Contract**

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

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

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

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

**48. Return of EMD**

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

**49. Publication of Tender Result**

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

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

**50. Rate Contract Tenders**

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

- i. Earnest Money Deposit (EMD) is not applicable.
- ii. In the Schedule of Requirement, no commitment of quantity is mentioned; only the anticipated requirement is mentioned without any commitment.
- iii. BRBNMPL reserves the right to conclude more than one rate contract for the same item.
- iv. Unless otherwise specified in SIT, the currency of a Rate Contract would normally be for one year.
- v. During the currency of the Rate Contract, BRBNMPL may withdraw the rate contract by serving suitable notice. The prescribed notice period is generally thirty days.
- vi. During the currency of the Rate Contract, BRBNMPL would have the option to renegotiate the price with the rate contract holders.
- vii. During the currency of the Rate Contract, in case of emergency, BRBNMPL may purchase the same item through ad hoc contract with a new supplier.
- viii. Usually, the terms of delivery in rate contracts are FOR dispatching station.
- ix. Supply orders, incorporating definite quantity of goods to be supplied along with all other required conditions following the rate contract terms, will be issued by nominated Direct Demanding Officers (DDO) for obtaining supplies through the rate contract.
- x. BRBNMPL is entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will be affected beyond the validity period of the rate contract, all such supply will be guided by the terms & conditions of the rate contract.
- xi. The rate contract will be guided by "Fall Clause" as described below.

**50.2 Fall Clause**

If the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods, following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any

person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly. Any violation of the fall clause would be considered a serious misdemeanor under clause 44 of the GIT and action, as appropriate, would be taken as per provision of that clause.

**50.3 Performance Security**

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

**50.4 Renewal of Rate Contracts**

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

**51. Prequalification Bidding**

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

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

**52. Tenders involving Samples**

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

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

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

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

52.5 Validation/ Prolonged Trials: If specified in SIT or in the Section VIII

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— "Quality Control Requirements" in the SBD, pre-production samples may have to undergo validation or extended trial before their performance can be declared satisfactory.

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

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

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

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

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

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

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

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

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

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

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

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

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

**54. Tenders for Disposal of Scrap**

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

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

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

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

**54.2.3** All quantities of scrap whether by weight or measurement mentioned in the Tender notice are only approximate and should

the quantity, on actual weight or measurement basis as the case may be and whenever delivered on such basis, works out less than the advertised and for projected quantity, the BRBNMPL shall not under any circumstances be liable to make good any such deficiency

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

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

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

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

**54.3 Submission of Offer:**

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

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

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

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

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

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

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

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

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



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

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

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)*

**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/ repurchasers, 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 L1 vendor only.

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

**55.9** Quantity for Development Commitment

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

**55.10** Period of Development Commitment

A newly developed firm would be granted this facility till only three years after completing the initial Development order. However this facility is

### **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.)

SL. No.	GIT Clause No.	Topic	SIT Provision
1	1,2,3,4,5	PREAMBLE-Introduction, Language of Tender, Eligible Tenderers, Eligible Goods and Services (Origin of Goods), Tendering Expense,	No Change
2	6	Content of Tender Documents	
	6.1	<p>Section XX: Pre Contract Integrity pact</p> <p><b>Integrity Pact (IP)</b></p> <p>a) IP is a tool to ensure that activities and transactions between the company (BRBNMPL) and its Bidders/Contractors are handled in a fair, transparent and corruption free manner. An Independent External Monitor (IEM) has been appointed to oversee implementation of IP in the company. The IP as enclosed with the tender at section XX is to be submitted (duly signed by authorized signatory who signs in the offer) along with Techno-Commercial bid. Only those bidders who have entered into such an IP with the company would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification. Details of IEM for this tender is furnished below.</p> <p>Name: Shri V.V.R.Sastry, Ex- CMD/BEL  Address: 957, 9<sup>th</sup> Main, 3 stage, 3 Block, Basaveswaranagar, Bangalore- 560079.  E-mail – <a href="mailto:sastryvvr@gmail.com">sastryvvr@gmail.com</a></p> <p>b) Please refer the concerned section of IP for Role and Responsibilities of IEMs. In case of any compliant arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.</p> <p>Note: No routine correspondence shall be addressed to the IEM (phone/post/e-mail) regarding the clarifications, time extensions or any other administrative queries etc. on the tender issued. All such clarification/issues shall</p>	Applicable

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		be addressed directly to the tender issuing (Procurement) department.	
3	7	Amendments to Tender Documents	No Change
4	8	Pre-bid Conference	Not applicable to this tender
5	9	Time Limit for receiving request for clarification of Tender Documents	No Change
6	10,11,12, 13,14,15	Documents Comprising the Tender, Tender Currencies, Tender Prices, Indian Agent, PVC Clause & Formula, Alternative tenders	No Change
7	16	Documents Establishing Tenderer's Eligibility and Qualifications	No Change
8	17	Documents establishing Good's Conformity to Tender document	No Change
9	18	Earnest Money Deposit (EMD) <b>Note: Bidders claiming exemption of EMD should submit the DGS&amp;D (or) NSIC registration certificate without fail along with their techno-commercial offer. EMD exemption for DGS&amp;D (or) NSIC registered firm. Cost of tender to be submitted.</b>	No Change
10	19	Tender Validity ( <b>120 days in case of two-bid system after the date of tender opening prescribed in the tender document</b> )	No Change
11	20	Signing and Sealing of Tender Note: The following SIT provision is made with respect the following clause <b>20.4. Number of Copies of Tenders to be submitted: One copy only (duplicate copy not required)</b> <b>20.9: E procurement: Not permitted.</b>	No Change.  No. of copies- One
12	21,22,23	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	26,30,28, 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
16	35 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

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17	50 to 55	Rate Contract Tenders, PQB Tenders, Tenders involving Purchaser's and Pre-Production Samples, EOI Tenders, tenders for Disposal of Scrap, Development / Indigenization Tenders	Not applicable to this tender
18		<b>Split clause for awarding tender to more than one bidder.</b>	<p>a) Splitting in three bidders will be done for item 1, 2 &amp; 3 (i.e. 340mm, 490 mm &amp; 600 mm film) in the ratio of 50:30:20 for top three agreeable bidders.</p> <p>b) Splitting in two bidders will be done for item no. 1, 2 &amp; 3 of the schedule (i.e. 340 mm, 490 mm &amp; 600 mm films) in the ratio of 70:30 for top two agreeable bidders.</p>

BRBNMPL reserves the right to split the Order at L1 rates between top three agreeable bidders in the ratio 50:30:20 for all three items (i.e. Shrink Film of 340mm, 490mm & 600 mm width) of tendered. In case of two agreeable bidders, the ratio of splitting shall be 70:30. In case of separate L1 bidder for separate three items order shall be placed accordingly and splitting as referred shall be done for all items.

*(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 signed & stamped and submitted along with the **Techno-Commercial Bid –Part I** as acceptance of terms & conditions. *(Offer without the copies of Section-IV shall liable to be rejected)*

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

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

##### **1.1 Definitions and Interpretation:**

- (i) "Contract" means the letter or memorandum communicating to the Contractor the acceptance of this tender and includes "Intimation of Award" of his tender; "Contract" includes and Bid Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Schedule of Requirements, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the Contractor and a formal agreement, if executed;
- (ii) "Contractor" or "Supplier" means the individual or the firm supplying the goods and services. The term includes his employees, agents, successors, authorized dealers, stockists and distributors. Other homologous terms are: Vendor, Firm, Manufacturer, OEM etc.;
- (iii) "Drawing" means the drawing or drawings specified in or annexed to the Specifications;
- (iv) "Government" means the Central Government or a State Government as the case may be;
- (v) The "Inspecting Officer" means the person, or organisation specified in the contract for the purpose of inspection of stores of work under the contract and includes his / their authorised representative;
- (vi) "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser;
- (vii) The "Purchaser" means BRBNMPL — the organization purchasing goods and services as incorporated in the documents;
- (viii) "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof;
- (ix) "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer;
- (x) The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in the contract —
  - a. The consignee at his premises; or
  - b. Where so provided, the interim consignee at his premises; or
  - c. A carrier or other person named in the contract for the purpose of transmission to the consignee: or
  - d. The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.
- (xi) "Writing" or "Written" includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal, as the case may be.
- (xii) Words in the singular include the plural and vice-versa.
- (xiii) Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- (xiv) The heading of these conditions shall not affect the interpretation or construction thereof.
- (xv) Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as

amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.

- (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)

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"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
"SS I"	means Small Scale Industry
"ST"	means Sales Tax
"VAT"	means Value Added Tax

## 2. Application

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

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

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

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

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

## 3. Use of contract documents and information

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

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

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

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

## 4. Patent Rights

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

## 5. Country of Origin

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

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

## 6. Performance Bond / Security

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

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

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

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

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

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

## 7. Technical Specifications and Standards



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- 7.1. The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification' and 'Quality Control Requirements' under Sections VII and VIII of this document.
- 8. Packing and Marking**
- 8.1. The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit upto final destination as per the contract.
- 8.2. The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections V11 and VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.
- 8.3. Packing instructions:**
- Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections VII and VIII and in SCC under Section V, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:
- contract number and date
  - brief description of goods including quantity
  - packing list reference number
  - country of origin of goods
  - consignee's name and full address and
  - supplier's name and address
- 9. Inspection and Quality Control**
- 9.1. BRBNMPL and / or its nominated representative(s) will, without any extra cost to BRBNMPL, inspect and/ or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. BRBNMPL shall inform the supplier in advance, in writing, BRBNMPL's programme for such inspection and, also the identity of the officials to be deputed for this purpose.
- 9.2. The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to BRBNMPL's inspector at no charge to BRBNMPL.
- 9.3. If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, BRBNMPL's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to BRBNMPL and resubmit the same to BRBNMPL's inspector for conducting the inspections and tests again.
- 9.4. In case the contract stipulates pre-despatch inspection of the ordered goods at suppliers' premises, the supplier shall put up the goods for such inspection to BRBNMPL's inspector well ahead of the contractual delivery period, so that BRBNMPL's inspector is able to complete the inspection within the contractual delivery period.
- 9.5. If the supplier tenders the goods to BRBNMPL's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to BRBNMPL under the terms & conditions of the contract.
- 9.6. BRBNMPL's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by BRBNMPL's inspector during pre-despatch inspection mentioned above.
- 9.7. Goods accepted by BRBNMPL and/ or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute BRBNMPL's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause.
- 10. Terms of Delivery**
- 10.1. Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.
- 11. Transportation of Goods**
- 11.1. The supplier shall not arrange part-shipments and/ or transshipment without the express / prior written consent of BRBNMPL.
- 11.2. Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement: In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.
- 11.3. Shipping Arrangement for Foreign Contracts: In the case of FOB/FAS contracts, shipping arrangements shall be made by the Ministry of Shipping & Transport (Chartering Wing), New Delhi, INDIA, in accordance with details given in SBD Section XVIII. The Contractor shall give adequate, notice to the Forwarding Agents/Nominees about the readiness of the cargo from time to time and at least six weeks' notice in advance of the required position for finalising the shipping arrangements. In the case of C&F contracts, the Contractor shall arrange shipment in accordance with the requirements of the Ministry of Shipping & Transport, New Delhi, INDIA, indicated in the same SBD section (as applicable).
- 12. Insurance:**
- 12.1. Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner.
- 12.2. In case of supply of domestic goods on CIF destination basis, the supplier shall be responsible till the entire stores contracted for arrive in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier in its own name and not in the name of BRBNMPL or its Consignee.
- 12.3. In the case of FOB and C&F offers for import of Goods, insurance shall be arranged by the Purchaser. However, the supplier must give sufficient notice to the Purchaser prior to the date of shipment, so that the Insurance Cover for the shipment can be activated. The Supplier must co-ordinate so as to ensure that the Shipment sails only with Insurance cover in place.
- 12.4. In case of Import of Goods, even in case where the insurance is paid by the Purchaser, and loss or damage shall be made good by the Contractor free of cost, without waiting for the settlement of insurance claim. The payment after settlement of insurance claim shall be reimbursed by the Purchaser to the Contractor. It will be entirely the responsibility of the Contractor to make good loss/damage without waiting for settlement of insurance claim so that machine is commissioned within the time specified in the contract.
- 13. Spare parts**
- 13.1. If specified in the List of Requirements and in the resultant contract, the supplier shall supply / provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/ or supplied by the supplier:
- 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
  - In case the production of the spare parts is discontinued:
    - sufficient advance notice to BRBNMPL before such discontinuation to provide adequate time to BRBNMPL to purchase the required spare parts etc., and
    - immediately following such discontinuation, providing BRBNMPL, free of cost, the designs, drawings, layouts and



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specifications of the spare parts, as and if requested by BRBNMPL.

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

**14. Incidental services**

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

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

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

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

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

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

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

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

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

**16. Warranty**

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

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

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

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

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

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

**17. Assignment**

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

**18. Sub Contracts**

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

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

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

**19. Modification of contract**

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

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

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

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

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**20. Prices**

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

**21. Taxes and Duties**

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

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

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

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

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

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

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

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

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

- i. 60% on proof of dispatch along with other specified documents  
ii. 30% on receipt of the goods at site by the consignee and balance

- iii 10% on successful installation and commissioning and acceptance by the user department

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

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

- ii. 10% on successful installation and commissioning and acceptance by the consignee.

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

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

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

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

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

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

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

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

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

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

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

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

- (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
- (b) Delay in supplies, if any, has been regularized.
- (c) The contract price where it is subject to variation has been finalized.
- (d) The supplier furnishes the following undertakings:

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

**23. Delay in the supplier's performance**

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

- 23.2.** Subject to the provision under GGG clause 28, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions besides any administrative action:

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

- 23.3.** If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform BRBNMPL in writing about the same and its likely duration and make a request to BRBNMPL for

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extension of the delivery schedule accordingly. On receiving the supplier's communication, BRBNMPL shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

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

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

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

**24. Liquidated damages**

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

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

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

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

**26. Termination for default**

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

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

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

**27. Termination for insolvency**

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

**28. Force Majeure**

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

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

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

**29. Termination for convenience**

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

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

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

**30. Governing language**

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

**31. Notices**

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

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

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**SUPPLY OF LDPE SHRINK FILM – Width 340MM, 490MM & 600MM**

**32. Code of Ethics**

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

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

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

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

**33. Resolution of disputes**

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

**33.2. Arbitration Clause:-** If both parties fail to reach such amicable settlement, then either party (the Purchaser or Seller) may within 21 days of such failure give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in difference or of difference of which such written notice has been given and no other matter shall be referred to the arbitration in accordance with the conciliation and arbitration rules of International Chamber of Commerce (ICC)/United National Commission on International Trade Law (UNCITRL) by three arbitrators appointed in accordance with the procedure set out in clause below. The arbitration proceeding shall be held in New Delhi and shall be conducted in English language. All documentation to be reviewed by the arbitrators and/ or submitted by the parties shall be written or translated into English. Venue of arbitration shall be New Delhi. The arbitrator or arbitrators appointed under this article shall have the power to extend time to make the award with the consent of the parties. Pending reference to arbitration the parties shall make all 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 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.



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**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 indemnity 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)*

**NATIONAL COMPETITIVE BID TE NO.144/MYS/MMD/2018-19**  
**SUPPLY OF LDPE SHRINK FILM – Width 340MM, 490MM & 600MM**

**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	Not applicable
5	17& 18	Assignment, Sub Contracts	No Change
6	19	Modification of contract	BRBNMPL reserves the right to procure additional quantity of material as per the Option Clause 19.3 of GCC [Section IV].
7	20 & 21	Prices, Taxes and Duties	No change
8	22	Terms and Mode of Payment	No change
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
10	33	Resolution of disputes	Arbitration proceedings will be held at Mysore and venue of arbitration will be Mysore.
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**

Sl. No.	Brief Description of Goods / Services	Quantity (with unit)	Earnest Money Deposit (in Rs.)	Remarks
1.	LDPE Shrink Film Width 340 mm –centrally folded (50-55 microns)	30600 Kgs	₹81,000 /-	If bidders wish to quote for single or any of the combination of the scheduled items then the EMD amount should be submitted accordingly by adding the individual EMD amount.
2.	LDPE Shrink Film Width 490 mm (50-55 microns)	50000 Kgs	₹1,32,000/-	
3.	LDPE Shrink Film Width 600 mm (85-90 microns)	56700 Kgs	₹1,50,000/-	

**Note: It may be noted that, the total EMD payable is Rs.3, 63,000/- when all types are combined.**

**\*For detailed specifications pl. see section VII of this tender document.**

**Required Terms of Delivery, Destination and preferred Mode of Transportation**

1. **Delivery Schedule:** In case of successful bidder, approximately 25 Kg of each variety of Shrink film rolls of Shrinkable grade micro-perforated virgin LDPE film has to be supply for our approval within 03 weeks after Placement of confirmed Purchase Order/Confirmation of L1 status/ Notification of Award of Contract before bulk supply, for checking the suitability at our end as per specifications mentioned in Section–VII of this tender.

After receipt of initial supply approval intimation, delivery of the balance quantity has to be made in a staggered manner as per the delivery schedule given by our General Stores. However, the First installment has to be delivered within 4 weeks of the approval intimation date. Initial quantity will be considered for payment only, if found acceptable. No payment will be made for rejected supply.

2. **Destination:** F.O.R. BRBNMPL, Mysuru basis. The material has to be delivered and unloaded at our Stores.
3. **Mode of Transportation:** As desired by the bidders which should be in safe and secured manner.
4. BRBNMPL reserves the right to split the Order at L1 rates between top three agreeable bidders in the ratio 50:30:20 for all three items (i.e. Shrink Film of 340mm, 490mm & 600 mm width) of tendered. In case of two agreeable bidders, the ratio of splitting shall be 70:30. In case of separate L1 bidder for separate three items order shall be placed accordingly and splitting as referred shall be done for all items.

Address: GENERAL MANAGER  
BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED  
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. 144/MYS/MMD/2018-19 dated 02.03.2019**

**LDPE SHRINK FILM SPECIFICATIONS FOR VARIETY I, VARIETY II & VARIETY III:**

**VARIETY I**

<b>LDPE SHRINK FILM ,WIDTH 340 mm (centrally folded) , 50 – 55 microns</b>
<p>a. Material : Shrinkable grade micro-perforated virgin LDPE Film</p> <p>b. Thickness : 50 – 55 Microns</p> <p><b>c. Size (Width) : 340 mm CENTRALLY FOLDED</b></p> <p>d. Heating Temperature : 160 degree C to 190 degree C</p> <p>e. Core Inner Diameter : 75 mm</p> <p>f. Other details: The film should be transparent with perforation at every 15 mm distance.</p> <p>g. Weight of shrink film reel should be 11-12 Kgs approx. (Excluding spool). Inner side of the core shall be smooth and the winding of the film to be uniform and tight.</p> <p>h. Shrink ratio : 60: 40</p> <p>i. COF (film to metal) : 0.25 to 0.35</p> <p>j. Should not be slippery.</p> <p>The winding of the film to be uniform &amp; tight without any joint. The winding should be in such a way that open “End” is on left and “Fold” is on right side, when the film is unwound &amp; drawn from bottom of the roll(pulled away from us).</p>

**VARIETY II**

<b>LDPE SHRINK FILM, WIDTH- 490 mm, 50-55 microns</b>
<p>a. Material : Shrinkable grade micro-perforated virgin LDPE Film</p> <p>b. Thickness : 50 – 55 Microns</p> <p>c. Size (Width) : 490 mm +/- 5 mm</p> <p>d. Heating Temperature : 160 degree C to 190 degree C</p> <p>e. Core Inner Diameter : 75 mm</p> <p>f. Other details: The film should be transparent with perforation at every 15 mm distance in matrix form.</p> <p>g. Weight of shrink film reel should be 20 Kgs approx. (Excluding spool). Weight of the spool should be approximately 1.5 Kgs. Inner side of the core shall be smooth and the winding of the film to be uniform and tight.</p> <p>h. Shrink ratio : 60: 40</p> <p>i. COF (film to metal) : 0.25 to 0.35</p> <p>j. Should not be slippery.</p> <p>The winding of the film to be uniform &amp; tight without any joint.</p>

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

**NATIONAL COMPETITIVE BID TE NO.144/MYS/MMD/2018-19**  
**SUPPLY OF LDPE SHRINK FILM – Width 340MM, 490MM & 600MM**

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**VARIETY III**

**LDPE SHRINK FILM, WIDTH - 600 mm, 85 - 90 microns**

- a. Material : Shrinkable grade micro-perforated virgin LDPE Film
- b. Thickness: 85 to 90 Microns.
- c. Size (Width) : 600 mm
- d. Heating Temperature : 140 degree C to 190 degree C
- e. Core Inner Diameter : 75 mm
- f. Other details: The film should be transparent with perforation at every 15 mm distance in matrix form.
- g. Weight of shrink film reel should be 20 Kgs approx. (Excluding spool). Weight of the spool should be approximately 1.5 Kgs. Inner side of the core shall be smooth and the winding of the film to be uniform and tight.
- h. Shrink ratio : 60: 40
- i. COF (film to metal) : 0.25 to 0.35
- j. Should not be slippery.

The winding of the Shrink film to be uniform and tight without any joint.

**General requirements Common for all three varieties (I, II & III) shrink films:**

1. The core should not be damaged/de-shaped, which cause folds/wrinkles at the inner part of material, difficulties in feeding / overlapping & rejection/wastage of partly used rolls. To avoid such core damages during transportation, the supplier should insert wooden blocks or thick PVC cylindrical caps at both the ends of the cores.
2. The micron thickness should be uniform throughout the length of the films.
3. There should be no joint from Start to End i.e. the entire length should be joint free.

Catalogue/brochure of the item offered along with the complete technical details of product offered should be submitted along with the Bid.

**IMPORTANT NOTE:** If any clarification is required, bidders are advised to contact us, to understand our requirement before submitting their quote.

Contact phone No.: 0821- 2469048

Authorised signatory and stamp

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

**NATIONAL COMPETITIVE BID TE NO.144/MYS/MMD/2018-19**  
**SUPPLY OF LDPE SHRINK FILM – Width 340MM, 490MM & 600MM**

**Compliance Statement for Supply of LDPE Shrink Film – Width 340mm, 490mm & 600mm**

**Against Tender Enquiry No. 144/MYS/MMD/2018-19 dated 02.03.2019**

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

**PART- A COMPLIANCE STATEMENT – TECHNICAL**

Sl. No.	Description	Our Requirement		Offered by the supplier	Deviation, if any
1	LDPE Shrink Film 340 mm	Material :	Shrinkable grade micro-perforated virgin LDPE film		
		Thickness	50 – 55 Microns		
		Size (Width) :	340 mm Centrally folded		
		Heating Temperature :	160 degree C to 190 degree C		
		Core Inner Diameter	75 mm		
		Shrink ratio	60: 40		
		COF (film to metal) :	0.25 to 0.35		
		Should not be slippery.	Should not be slippery.		
		Other details:	<p>The film should be transparent with perforation at every 15 mm distance in matrix form.</p> <p>Weight of shrink film reel should be 11-12 Kgs approx. (Excluding spool). Weight of the spool should be approximately 1.5 Kgs. Inner side of the core shall be smooth and the winding of the film to be uniform and tight.</p> <p>The winding of the film to be uniform &amp; tight without any joint. The winding should be in such a way that open “End” is on left and “Fold” is on right side, when the film is unwound &amp; drawn from bottom of the roll(pulled away from us).</p>		

Sl. No.	Description	Our Requirement		Offered by the supplier	Deviation, if any
2	LDPE Shrink Film 490 mm	Material :	Shrinkable grade micro-perforated virgin LDPE film		
		Thickness	50 – 55 Microns		
		Size (Width) :	490 mm +/- 5 mm		
		Heating Temperature :	160 degree C to 190 degree C		
		Core Inner Diameter	75 mm		
		Shrink ratio	60: 40		
		COF (film to metal) :	0.25 to 0.35		
		Should not be slippery.	Should not be slippery.		
		Other details:	<p>The film should be transparent with perforation at every 15 mm distance in matrix form.</p> <p>Weight of shrink film reel should be 20 Kgs approx. (Excluding spool). Weight of the spool should be approximately 1.5 Kgs. Inner side of the core shall be smooth and the winding of the film to be uniform and tight.</p> <p>The winding of the film to be uniform &amp; tight without any joint.</p>		

Sl. No.	Description	Our Requirement		Offered by the supplier	Deviation, if any
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**NATIONAL COMPETITIVE BID TE NO.144/MYS/MMD/2018-19**  
**SUPPLY OF LDPE SHRINK FILM – Width 340MM, 490MM & 600MM**

3	LDPE Shrink Film 600 mm	Material :	Shrinkable grade micro-perforated virgin LDPE film		
		Thickness	85 - 90 Microns		
		Size (Width) :	600 mm		
		Heating Temperature :	140 degree C to 190 degree C		
		Core Inner Diameter	75 mm		
		Shrink ratio	60: 40		
		COF (film to metal) :	0.25 to 0.35		
		Should not be slippery.	Should not be slippery.		
		Other details:	<p>The film should be transparent with perforation at every 15 mm distance in matrix form.</p> <p>Weight of shrink film reel should be 20 Kgs approx. (Excluding spool). Weight of the spool should be approximately 1.5 Kgs. Inner side of the core shall be smooth and the winding of the film to be uniform and tight.</p> <p>The winding of the film to be uniform &amp; tight without any joint.</p>		

Sl. No.	Description	General Requirements for all	Offered by the supplier	Deviation, if any
4	LDPE Shrink Film-Width 390mm, 490mm & 600 mm	<p>1. The core should not be damaged/de-shaped, which cause folds/wrinkles at the inner part of material, difficulties in feeding / overlapping &amp; rejection/wastage of partly used rolls. To avoid such core damages during transportation, the supplier should insert wooden blocks or thick PVC cylindrical caps at both the ends of the cores.</p> <p>2. The rolls should not have any joints.</p> <p>3. The micron thickness should be uniform throughout the length of the films.</p> <p>4. There should be no joint from Start to End i.e. the entire length should be joint free.</p>		

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)*

**Compliance Statement for Supply of LDPE Shrink Film-Width 340mm, 490mm & 600mm**  
**Against Tender Enquiry No. 144/MYS/MMD/2018-19 dated 02.03.2019**

**NATIONAL COMPETITIVE BID TE NO.144/MYS/MMD/2018-19**  
**SUPPLY OF LDPE SHRINK FILM – Width 340MM, 490MM & 600MM**

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

**PART-B COMPLIANCE STATEMENT – COMMERCIAL**

Sl. No.	Features	Requirements of BRBNMPL, Terms & conditions	Whether Agreed by the firm (YES/No)	Deviation, if any
01	General specifications	LDPE shrink film rolls should be supplied exactly as per specifications mentioned for all the three varieties i.e. I, II & III in Section VII.	Yes / No	
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. BRBNMPL reserves the right to procure additional quantity of material as per the Option Clause 19.3 of GCC [Section IV].	Yes / No	
03	Replacement of Rejection of 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.	Yes agreed	
04	Shrink film roll for Evaluation	In case of successful bidder, approximately 25 Kg of each variety of Shrink film rolls of Shrinkable grade micro-perforated virgin LDPE film has to be submitted for our approval within 03 weeks after Placement of confirmed Purchase Order/Confirmation of L1 status/ Notification of Award of Contract before bulk supply, for checking the suitability at our end as per specifications mentioned in Section-VII of this tender.	Yes / No	
05	Material	Shrinkable grade micro-perforated virgin LDPE film as per the specifications mentioned in Section VII of the tender	Yes / No	
06	Delivery	As per section -VI	Yes agreed	
07	Payment terms	Payment terms as mentioned in the tender <b>(100% after supply and acceptance)</b>	Yes agreed	
08	Liquidated Damage	Liquidated Damage clause as mentioned in tender	Yes agreed	
09	Performance Security	As mentioned in clause No.6 of GCC	Yes agreed	
10	Shelf life	As per manufacturer's specifications.	Yes agreed	
11	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) <b>and confirm that we don't have counter conditions.</b> We also understand that offer with counter conditions is liable for rejection.	Yes agreed	
12	No. of pages	Total number of pages in Technical Bid		

Authorized signatory & stamp.

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

**Section VIII: Quality Control Requirements / Declaration by bidder**  
**Against Tender Enquiry No. 144/MYS/MMD/2018-19 dated 02.03.2019**

## **Quality Control Requirements**

Material supplied by the successful bidder (as mentioned in section VI) will be checked for suitability at BRBNMPL for the specifications as mentioned in the section VII.

Initial Supplied rolls will be tested on our machines for their suitability and will be checked for the parameters as specified in this tender. Regular supply has to be made only after approval of the initial supply as per the delivery schedule given by our General stores.

Supplier may be asked to resubmit the lot if it is not found as per the specifications mentioned in section VII of this Tender. If quality parameters are not found as per the specifications in any of the supplies, then the supplied lot will be rejected. No payment will be made for the rejected lots.

Authorized signatory & stamp.

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

## **Section IX: Qualification/ Eligibility Criteria**

### **I. Experience & Past Performance:**

**NATIONAL COMPETITIVE BID TE NO.144/MYS/MMD/2018-19**  
**SUPPLY OF LDPE SHRINK FILM – Width 340MM, 490MM & 600MM**

---

Bidders should be bonafide, experienced, competent and resourceful to carry out the assigned order. Bidder Firm should have manufactured and supplied in any one year during last five years ending 31/12/2018 - at least 30% quantity of tendered or similar items.

(i.e. 9180 kg LDPE Shrink Film if participating for Supply of LDPE Shrink Film 340mm – variety-I

15000 kg LDPE Shrink Film if participating for Supply of LDPE Shrink Film 490mm – variety-II

17010 kg LDPE Shrink Film if participating for Supply of LDPE Shrink Film 600mm – variety-III)

**\* [If bidders wish to quote for any of the combination of the scheduled items, then the Past Performance should be the sum the individual schedules eligibility.]**

All experience, past performance related/data should be certified by the authorized signatory of the bidder firm. The credentials regarding experience and past performance to the extent required as per eligibility criteria submitted by bidder may be certified from the parties for whom work has been done/ or copy of delivery channel duly certified by the bidder/ payment details pertaining to actual supplies made may also be furnished.

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

**II. Capability – manufacturing facilities**

The Bidder Firm must have an annual Capacity to Manufacture and shall satisfy the purchaser that he possesses the necessary technical competence and financial resources at his disposal to ensure manufacturing and supply of at least 30% of the tendered qty. of the film applied for. All capacity/capability related/data should be certified by the authorized signatory of the bidder firm. They should have been in the similar business continuously for the last three years. (Documentary proof attached).

**Similar business means** - Making and supplying of LDPE shrink film and having facilities /resources for the same.

**III. Financial standings**

Average annual turnover of the Bidder firm during last three FY years ending 31/03/2018 should be more than

**54.51 Lakhs** if quoting for all three categories of items of the schedule

OR

**12.15 Lakhs** if quoting only for 340 mm size film,

OR

**19.85 Lakhs** if quoting only for 490 mm size film,

OR

**22.51 Lakhs** if quoting only for 600 mm size film,

- If bidders wish to quote for any of the combination of the scheduled items, then the financial standings should be the sum the individual schedules eligibility.
- Bidders should not have suffered any financial loss for more than one year during last three years ending 31.03.2018.



**NATIONAL COMPETITIVE BID TE NO.144/MYS/MMD/2018-19**  
**SUPPLY OF LDPE SHRINK FILM – Width 340MM, 490MM & 600MM**

---

- 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 i.e 2015-16, 2016-17 & 2017-18 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).
- Bidder should attach the PAN & GST registration copies along with the Bid.
- 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.
- GST details to be furnished properly in Annexure- B.
- NEFT mandate form as per Annexure-C
- The firm should be given declaration as per Annexure-D
- The firm should attach the Annexure-E alongwith price Bid.

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

We confirm that, we are competent and legally authorized to submit the tender and / or to enter into legally binding contract.

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 filled signed & stamped and submitted along with Techno-commercial Bid Part -I)*

**Annexure-B**

**NATIONAL COMPETITIVE BID TE NO.144/MYS/MMD/2018-19**  
**SUPPLY OF LDPE SHRINK FILM – Width 340MM, 490MM & 600MM**

**POST IMPLEMENTATION OF GOODS AND SERVICES TAX BY GOVT. OF INDIA**  
**FOLLOWING INFORMATION / DETAILS ARE REQUIRED FROM PROSPECTIVE**  
**SUPPLIERS / CONTRACTORS.**

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

ITEM DESCRIPTION	HSN / SAC CODE	SGST / CGST / IGST / UTGST	RATE OF GST %
LDPE Shrink Film 340 mm			
LDPE Shrink Film 490 mm			
LDPE Shrink Film 600 mm			

SIGNATURE WITH DATE

NAME OF THE SUPPLIER / CONTRACTOR

SEAL

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

**Annexure-C**

Form No. E-5

**NATIONAL ELECTRONIC FUND TRANSFER**

Appendix – VIII

**NATIONAL COMPETITIVE BID TE NO.144/MYS/MMD/2018-19**  
**SUPPLY OF LDPE SHRINK FILM – Width 340MM, 490MM & 600MM**

---

**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	<b>RTGS / IFSC Code No.</b>
	(In lieu of the bank certificate to be obtained as under, please attach a blank canceled cheque or photocopy of a cheque or front page of your Savings bank passbook issued by your bank for verification of the above particulars)	
3	Date of effect	

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

(.....)

Signature of the Investor / Customer

Date:

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

Bank's Stamp

Date:

(.....)

Signature of the authorized official of the Bank

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

**Annexure- D**

**Price Variation clause relating to Raw-material:** Increase /decrease of price only beyond 5% (on basis of) increase/decrease in raw material price will be adjusted on pro-rata basis on the raw material component, effective for delivery after 15 days of announcement. On no other account increase/decrease in price will be given during contract period. **To claim for compensation for escalation, the basic rate as on 01/03/2019 of raw material price should be mentioned separately with supporting authenticated documents.** All requests for increase/decrease should be substantiated with authenticated documentary support i.e. Price list, paid bill / invoice of principal raw material supplier, or else it shall not be considered. The cash price list declared by e.g.: IPCL/Reliance or any other reputed manufacturer may be considered for price revision. (Details of Price components may be provided along with the price-bid in Annexure-D to arrive at the price fluctuation of raw material.)

We \_\_\_\_\_(name of the company) offers for the items mentioned in your tender with the specification & scope of work mentioned above and are the manufacture of items/authorized dealers/distributors of M/s \_\_\_\_\_ (copy of authorization letter enclosed). We also noted the price variation clause and have enclosed the basic raw material cost as on 01/03/2019 in our price bid and in case if become successful bidder we also undertake to submit the required documents mentioned above w.r.to. Price variation.

**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)*

**Section X: Tender Form**

Date .....

To



**NATIONAL COMPETITIVE BID TE NO.144/MYS/MMD/2018-19**  
**SUPPLY OF LDPE SHRINK FILM – Width 340MM, 490MM & 600MM**

---

**General Manager**

**BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED**

**Wholly owned Subsidiary of Reserve Bank of India)**

**Note Mudran Nagar,**

**Mysore 570003**

**Ref: Your Tender Enquiry document No.144/MYS/MMD/2018-19 dated 02.03.2019**

We, the undersigned have examined the above mentioned tender enquiry document, including amendment No. -----, dated \_\_\_\_\_ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver ..... (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

.....

**NATIONAL COMPETITIVE BID TE NO.144/MYS/MMD/2018-19**  
**SUPPLY OF LDPE SHRINK FILM – Width 340MM, 490MM & 600MM**

**Section XI: Price Schedule**

**SUMMARY OF PRICE SCHEDULE (FOR INDIAN BIDDERS): PRICES SHOULD BE ON F.O.R., BRBNMPL, MYSORE BASIS**

From  
M/s.....  
.....

Date:

To:  
The General Manager  
BRBNMPL,  
MYSORE - 570 003

Dear Sir,

**Sub:** Supply of LDPE Shrink Film-Width 340mm, 490mm & 600mm against Tender Enquiry No.144/MYS/MMD/2018-19 dated 02.03.2019.

We have received and understood the above tender enquiry and are pleased to submit our price bid as under:

**(All figures in INR)**

Sl. no	Item Description (As per specifications mentioned in Section VII. Make & HSN code should be as mentioned in section VII)	UOM	Total Qty. reqd.	Basic Price per unit inclusive of Packing & Forwarding exps., (if any) (Rs.)	GST/IGST @.....%  On Basic and P&F (Rs.)	Freight, Insurance charges, if any,  (Rs.)	GST/IGST @.....%  on freight & insurance (Rs.)	Rate per unit (F.O.R BRBNMPL stores, Mysore inclusive of all complete (Rs.)	Total Price for required qty. (F.O.R BRBNMPL stores, Mysore inclusive all complete) (Rs.)
			A	B	C	D	E	F =Total of B to E	G=F*A
1	LDPE Shrink Film Width 340 mm –centrally folded (50-55 microns)  Offered Make:	Kg	30600						
2	LDPE Shrink Film Width 490 mm (50-55 microns)  Offered Make:	Kg	50000						
3.	LDPE Shrink Film Width 600 mm (85-90 microns)  Offered Make:	Kg	56700						

Note: Tender Enquiry will be finalized on Item Wise Lowest (L1) quoted price basis.

Yours faithfully,

( )

Seal

Name

Signature with Date

**NATIONAL COMPETITIVE BID TE NO.144/MYS/MMD/2018-19**  
**SUPPLY OF LDPE SHRINK FILM – Width 340MM, 490MM & 600MM**

**Annexure-E**

(To be filled and submitted along with Price bid " section XI" of the tender)		
	<b>COST BREAK OF PRICE BID SUBMITTED AGAINST TENDER NO. 144/MYS/MMD/2018-19 dtd. 02.03.2019</b>	
	<b>SUPPLY OF LDPE SHRINK FILMS</b>	
<b>SL NO.</b>	<b>PER KG COST</b>	
		<b>Rs.</b>
1	BASIC PRICE OF IPCL/ RIL AS ON 01/03/2019 (Price list attached) Bidders should mention the name of their raw material supplier without fail based on which price variation clause is to be claimed.	
2	LESS CASH DISCOUNT (IF ANY)	
3	ADD GST @ _____%	
4	LESS GST CREDIT AVAILED BY PARTY AS PER SL NO. 3	
5	LOCAL FREIGHT CHARGES	
6	TOTAL COST OF RAW MATERIAL AT THE FACTORY OF TENDERER [Sl. no.1-2+(3-4)+5]	
7	PROCESSING COST ,WASTAGE /OVER HEADS	
8	PROFIT	
9	BASIC RATE OF SHRINK FILM (Sl. No. 6+7+8)	
10	P&F CHARGES	
11	BASIC RATE OF SHRINK FILM INCLUDING P&F CHARGES	
12	GST (@ Applicable rate OF ..... %)	
13	PRICE INCLUDING GST( 11+12)	
14	FREIGHT ,INSURANCE & OTHER CHARGES IF ANY	
15	GST (@ Applicable rate OF ..... %) ON FREIGHT ,INSURANCE & OTHER CHARGES IF ANY	
16	TOTAL RATE PER KG OF SHRINK FILM (Sl no.13+14+15)	
17	QUANTITY IN KGS	
18	TOTAL PRICE FOR REQD QTY KGS (Sl No. 16 x 17) - FOR BRBNMPL ,MYSORE	
19	TOTAL PRICE PER KG (UNIT) IN WORDS : RUPEES	
20	TOTAL PRICE FOR REQD QUANTITY (KG) IN WORDS: RUPEES	

**Yours faithfully,**

( )

**Name**

**Seal**

**Signature with date**

**(To be executed on plain paper)**

**NATIONAL COMPETITIVE BID TE NO.144/MYS/MMD/2018-19**  
**SUPPLY OF LDPE SHRINK FILM – Width 340MM, 490MM & 600MM**

**Section XII: Questionnaire**

**Description of Goods / Services:** \_\_\_\_\_

Reference: Your Tender No.: **144/MYS/MMD/2018-19** dated - **02.03.2019**

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

<b>A</b>	<b>COMPANY PROFILE</b>				
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>B</b>	<b>FINANCIAL SOUNDNESS</b>				
S. No.	Description	FY 2015-16 (in lakhs) (as on 31 <sup>st</sup> March 2016)	FY 2016-17 (in lakhs) (as on 31 <sup>st</sup> March 2017)	FY 2017-18 (in lakhs) (as on 31 <sup>st</sup> March 2018)	
01	Annual Turnover				
02	Net Profit				
03	Net worth of the firm				
<b>C</b>	<b>EXPERIENCE ( Attach Copies of the Purchase order executed)</b>				
S. No.	Company Name	Supply Order No. & Date	Details of work/supply	Order value	Date of completion
01					
02					
03					
04					
05					
06					



**NATIONAL COMPETITIVE BID TE NO.144/MYS/MMD/2018-19**  
**SUPPLY OF LDPE SHRINK FILM – Width 340MM, 490MM & 600MM**

<b>D</b>	<b>DECLARATION</b>	
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 possesses 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

**NATIONAL COMPETITIVE BID TE NO.144/MYS/MMD/2018-19**  
**SUPPLY OF LDPE SHRINK FILM – Width 340MM, 490MM & 600MM**

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

\_\_\_\_\_ [Insert Bank's Name, and Address of Issuing Branch or Office]  
Beneficiary \_\_\_\_\_ [Insert Name and Address of BRBNMPL]  
Date:-----  
Performance Guarantee No.-----

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

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

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

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

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

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

This guarantee will remain in force for a period of Sixty days after the date of all contractual obligations by the supplier, including the warranty obligations 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

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**SUPPLY OF LDPE SHRINK FILM – Width 340MM, 490MM & 600MM**

---

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:

<b>Order of Preference</b>	<b>Name</b>	<b>Specimen Signatures</b>
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 XIX: Proforma of Bills for Payment**  
(Refer Clause 22.6 of GCC)

Name and address of the consignee

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

Received Rs (Rupees)

Signature and Stamp of Supplier

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

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ..... day of the month of ..... 2019 between on one hand, BRBNMPL through **General Manager**, on behalf of the Managing Director hereinafter called the “BUYER” which expression shall mean and include unless the context otherwise requires his successors in office and assigns of the First Part and M/s. \_\_\_\_\_ represented by Shri \_\_\_\_\_ 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 Supply of LDPE Shrink Film for BRBNMPL Mysuru, vide Tender Enquiry No....., dated..... (to be filled by bidder) and the BIDDER / SELLER is willing to offer / has offered to supply the stores

and

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

**NOW THEREFORE**

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

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

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

**Definitions:**

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

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

**NATIONAL COMPETITIVE BID TE NO.144/MYS/MMD/2018-19**  
**SUPPLY OF LDPE SHRINK FILM – Width 340MM, 490MM & 600MM**

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- 3) “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;  
In order to achieve these goals, the Buyer proposes to appoint one or more External Independent Monitor/s who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.
- 4) “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Buyer designed to establish bid prices at artificial, noncompetitive levels; and
- 5) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;
- 6) “External Independent Monitor” means a person, hereinafter referred to as EIM, appointed, in accordance with Section 9 below, to verify compliance with this agreement.
- 7) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Buyer and includes collusive practices among Bidders (Prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Buyer of the benefits of free and open competition;
- 8) “Party” means a signatory to this agreement.
- 9) “Purchaser or Buyer” means Bharatiya Reserve Bank Note Mudran Private Limited, incorporated under the Companies Act 1956, having their registered Office at 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.

**1. Commitments of the Buyer**

1. The BUYER commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - 1.1 The BUYER undertakes that no official of the BUYER connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process bid evaluation, contracting or implementation process related to the contract.
  - 1.2 The BUYER will during the pre-contract stage treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYERS will report to the Director (Operations) / General Manager of any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

## **2. Commitments of BIDDERS**

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

2.1.1 The BIDDER will not offer directly or through intermediaries any bribe, gift consideration, reward, favour, any material or immaterial benefit, other advantage, commission, fees brokerage or inducement to any official of the BUYER connected directly or indirectly with the bidding process or to any person, organization or third party related to a contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.1.2 The BIDDER further undertakes that it has not given, offered, promised to give directly or indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with buyer.

2.1.3 BIDDERS of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly, the bidders of Indian nationality shall furnish the name and address of the foreign principals, if any.

2.1.4 BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary in connection with this bid / contract.

2.1.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator / authorized Government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede facilitate or in any way to recommend to the BUYER or any of its functionaries, whether official or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession, facilitation or recommendation.

2.1.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payment he has made is commented to or intends to make to officials of the BUYER or their family members agents brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.



- 2.1.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- 2.1.8 The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.
- 2.1.9 The BIDDER shall not use improperly for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of the business relationship regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.1.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.1.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.1.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly is a relative of any serving / ex-employees of the officers of the BUYER or alternatively if any relative of any serving / ex-employees of the officers of the BUYER has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.  
The term relative for this purpose would be as defined in Section 6 of the Companies Act, 1956.
- 2.1.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings of transaction directly or indirectly with any employee of the BUYER.

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

- 3.1 If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Buyer is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.
- 3.2 If the Bidder / Contractor have committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Buyer is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 1 year and maximum of 3 years.
- 3.3 A transgression is considered to have occurred if the Buyer after due consideration of the available evidence, concludes that no reasonable doubt is possible.
- 3.4 The Bidder/ Contractor accepts and undertakes to respect and uphold the Buyer's absolute right to resort to and impose such exclusion after giving opportunity of hearing to the bidder. This undertaking is given freely and after obtaining independent legal advice.
- 3.5 If the Bidder / Contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Buyer may revoke the exclusion prematurely, provided such systems has been audited by an independent agency.

**4. Compensation for Damages**

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

**5. Previous Transgression**

- 5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country confirming to anti-corruption approach in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 5.2. The BIDDER agrees that if it makes incorrect statement on this subject BIDDER can be disqualified from the tender process or the contract already awarded, can be terminated for such reason.

**6. Earnest Money (Security Deposit)**

- 6.1 While submitting commercial bid, the BIDDER shall deposit an amount of \_\_\_\_\_ as Earnest Money / Security Deposit, with the BUYER through mode or through instrument (as specified in the tender document)
- 6.2 The Earnest Money / Security Deposit shall be valid for 60 days after complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER and after completion of warranty period.
- 6.3 In case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same by assigning reason for imposing sanction to violation of this Pact.
- 6.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

**7. Sanctions for Violations**

- 7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions wherever recurred.
- i) To immediately call off the pre-contract negotiations after assigning any reason. However, the proceedings with the other BIDDER(s) would continue.

- ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall assign reason therefore.
  - iii) To immediately cancel the contract if already signed, without giving any compensation to the BIDDER.
  - iv) To recover all sums already paid by the BUYER and in case an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - v) To encash the advance bank guarantee and performance bond / warranty bond if furnished by the BIDDER in order to recover payments already made by the BUYER along with interest.
  - vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money due to the BIDDER.
  - vii) To debar the BIDDER from participating in future bidding processes of the buyer for a minimum period of 5 years, which may be further extended at the discretion of the BUYER.
  - viii) To recover all sums paid in violation of this Pact by BIDDER(s) any middlemen or agent or broker with a view to securing the contract.
  - ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
  - x) Forfeiture of Performance Bond in case of a decision by the BUYER to seek for the forfeiture for imposing sanction for violation of this Pact.
- 7.2 The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 7.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor (s) appointed for the purposes of this Pact.

## **8. Fall Clause**

- 8.1 The BIDDER undertakes that it has not supplied / is not supplying similar product / systems or sub-systems at a price lower than that offered in the present bid in respect of any other customer, 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 other Ministry / Department of the Government of India or a PSU 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.

**9. External Independent Monitor / Monitors**

Name: Shri V.V.R.Sastry, Ex- CMD/BEL

Address: 957, 9<sup>th</sup> Main, 3 stage, 3 Block, Basaveswaranagar, Bangalore- 560079.

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

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

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

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

**10. Facilitation of Investigation**

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

**11. Law and Place of Jurisdiction**

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

**12. Other Legal Actions**

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

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

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

**13. Validity**

13.1 The validity of this Integrity Pact shall be from the date of its signing and valid for 60 days after complete conclusion of the contractual obligations to the complete satisfaction of both the BUYER and the BIDDER and after completion of warranty period. In case the BIDDER is unsuccessful this Integrity Pact shall expire after one year from the date of the signing of the contract. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman of the buyer.

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

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

**NATIONAL COMPETITIVE BID TE NO.144/MYS/MMD/2018-19**  
**SUPPLY OF LDPE SHRINK FILM – Width 340MM, 490MM & 600MM**

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BUYER

BIDDER

Name of the Officer:  
Designation: General Manager

“Authorised signatory of the Bidder”

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

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