



INTERNATIONAL COMPETITIVE BID

2 PART TENDER DOCUMENTS (TECHNICAL BID + PRICE BID)

**DESIGN, SUPPLY, INSTALLATION, COMMISSIONING,
TRAINING AND PERFORMANCE TESTING OF AUTOMATED
INTAGLIO PLATE MAKING SYSTEM AT BRBNMPL, MYSURU
AND SALBONI**

**Tender No GT/005/ MYS/MMD/2019-20
dated 26 March 2020**

Issued By:

General Manager

BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED

(Wholly owned Subsidiary of Reserve Bank of India)

Note Mudran Nagar, Mysuru 570003, Karnataka, India

Tel No: +91 - 0821-2582905, 2582915, 2582925

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EMAIL: mysorepress@brbnmpl.co.in

Website: www.brbnmpl.co.in

This tender document consists of **132** pages including this page

INTERNATIONAL COMPETITIVE BID

Standard Bidding Document (SBD)

(Procurement of Goods and Services)

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MYS/PUR/F/01/03

Not Transferable

Security Classification: Security

DESIGN, SUPPLY, INSTALLATION, COMMISSIONING, TRAINING AND PERFORMANCE TESTING OF AUTOMATED INTAGLIO PLATE MAKING SYSTEM AT BRBNMPL, MYSURU AND SALBONI

Tender No. GT/005/ MYS/MMD/2019-20 dated 26.03.2020

This tender document contains **132** pages

The tender document is sold to:

M/s. _____

Address _____

(Bidders may visit our place to clarify their queries about specifications of the item and space constraints before sending their tender)

Details of Contact person in BRBNMPL regarding this tender:

Name: Shri P. Wilson, Designation: Deputy General Manager

Address: BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED

Wholly owned Subsidiary of Reserve Bank of India)

Note Mudran Nagar, Mysuru 570003, Karnataka, India

Phone: 0821-2469045, 2469085

Email: pwilson@brbnmpl.co.in; dapatil@brbnmpl.co.in; cannadorai@brbnmpl.co.in

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Tender No. GT/005/ MYS/MMD/2019-20 dated 26/03/2020

INTERNATIONAL COMPETITIVE BID

Section I: Notice Inviting Tender (NIT)

BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED

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Note Mudran Nagar, Mysuru 570003, Karnataka, India

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MYS/FF/PUR/F/01/03

Tender No. : GT/005/ MYS/MMD/2019-20

DATE: 26.03.2020

1. **A Global Tender in Two Part Bidding System** is invited from eligible, bonafide, resourceful and qualified tenderers for **Design, Supply, Installation, Commissioning, Training and Performance Testing of Automated Intaglio Plate Making System at BRBNMPL, Mysuru and Salboni:**

Schedule No.	Brief Description of Goods / Services	Quantity (with unit)	Earnest Money	Remarks
01.	Design, Supply, Installation, Commissioning, Training and Performance Testing of Automated Intaglio Plate Making System at BRBNMPL, Mysuru and Salboni. (Including all the required software and hardware)	02 Nos (One each for Mysuru & Salboni)	₹ 100.00 Lakhs	If bidder is quoting only for one Press (e.g. Salboni Press alone or Mysore Press alone) the offer shall be rejected. Quantities mentioned are only to indicate the tentative volume of requirement.

Type of Tender (Two Bid / PQB / EOI / RC / Development / Indigenization / Disposal of Scrap / Security item etc.	Two Bid System (Part-I Technical bid & Part-II Financial/Price Bid)
Date of Sale of tender documents	From 26.03.2020 to 08.06.2020 during office hours, i.e 0900 Hrs to 1700 Hrs
Price of the Tender Document	Rs. 10,000/- (Postal/Courier charges extra, if applicable) /-[Refer "Special Instructions" given under "IMPORTANT POINTS AT A GLANCE". for exemption from submission of requisite Tender fee].
Closing date and time for receipt of tenders	10.06.2020 up to 14:30 hrs.
Place of receipt of tenders	Administrative Building, Bharatiya Reserve Bank Note Mudran Private Limited, Note Mudran Nagar, Mysuru 570003, Karnataka, India
Time and date of opening of tenders	10.06.2020 at 15:00 hrs.
Place of opening of tenders	Administrative Building, Bharatiya Reserve Bank Note Mudran Private Limited, Note Mudran Nagar, Mysuru 570 003, Karnataka, India
Nominated Person / Designation to Receive Bulky Tender (Clause 21.21.1 of GIT)	Dy. General Manager (MMD), Bharatiya Reserve Bank Note Mudran Private Limited, Note Mudran Nagar, Mysuru 570 003, , Karnataka, India

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2. Interested tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website mentioned above for further details.
3. Tender documents may be purchased on payment of non-refundable fee of Rs 10,000/- (Rupees Ten Thousand only) per set in the form of account payee demand draft/ cashier's cheque / certified cheque, drawn on a scheduled commercial bank in India, in favour of Bharatiya Reserve Bank Note Mudran Private Limited, payable at Mysuru.
4. If requested, the tender documents will be mailed by registered post/ speed post to the domestic tenderers and by international air-mail to the foreign tenderers, for which extra expenditure (non-refundable) per set will be Rs. 500/- for domestic post and Rs 2000/- for international courier (DHL Courier service). The tenderer is to add the applicable postage cost in the non-refundable fee mentioned in Para 3 above.
5. Tenderer may also download the tender documents from the web site and submit its Tender by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above.
6. Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are dropped in the tender box located at the address given below on or before the closing date and time indicated in the Para 1 above, failing which the tenders will be treated as late and rejected. BRBNMPL is not responsible for any postal delay and bids shall not be accepted after due date and time
7. In the event of any of the above mentioned dates being declared as a holiday/ closed day for the purchaser's organisation, the tenders will be sold / received / opened on the next working day at the appointed time.
8. **The tender documents are not transferable.**
9. The BRBNMPL reserves the right to accept/reject/cancel any or all tenders without assigning any reason thereof. The BRBNMPL is not bound to accept the lowest bidder or any tender or assign any reason for non- acceptance. Mere qualifying as Lowest Bidder in terms of price may not qualify for issue of work order. The BRBNMPL also reserves the right to accept the tender in whole or part. Incomplete tender or tenders not submitted in accordance with the directions issued shall be liable for rejection.
10. Tenders can be rejected on national security ground
11. Bidders may visit the site and obtain full detail of the actual location and requirements and discuss the other issues with concerned officer during working hour (0900 hrs to 1600 hrs) on any working day before submitting the bid. Further, bidders must satisfy themselves about all the details require to fill the tender before quoting. Ignorance in this regard at later stage will not be entertained.
12. All the pages of Bid documents as at Annexures, basic information and other supporting documents shall be duly stamped and signed & submitted by the bidder as a token of having read and accepted all terms and conditions
13. Bank Guarantees submitted as Earnest Money Deposit to be valid for the validity period of the tender plus additional 45 days as calculated under

Last date of sale of tender	08 June 2020
Last date of receipt of tender	10 June 2020
Tender validity period	180 days after opening of the Tender
Validity of EMD	225 days from date of opening of Tender, exclusive of claim period of 60 days

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14. Tenderers may note Clause 26 to the General Instruction to Tenderer (GIT), which lists some of the aspects for which, a tender may be declared as unresponsive and ignored, during the initial scrutiny. Those aspects are as reproduced below.
- i. The tender is unsigned.
 - ii. The Tenderer is not eligible as per qualification criteria
 - iii. The tender validity is shorter than the required period
 - iv. Required EMD (Amount, Validity etc.,) has not been provided
 - v. Tenderer has not agreed to give the required performance security
 - vi. The goods quoted are sub-standard, not meeting the required specification etc.
 - vii. The Tenderer has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
 - viii. 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).
 - ix. The Tenderer has not agreed to some essential condition(s) incorporated in the tender enquiry.
(Example: Some such important essential conditions are terms of payment, liquidated damage clause, warranty clause, dispute resolution mechanism, applicable law and any other important condition having significant bearing on the cost/ utility/ performance of the required goods, etc.)

15. Guidelines for filling Two-Part tender

Part I : First sealed cover should contain the required EMD amount, Cost of Tender Form (Clause- 3 , as above) Technical Offer along with the Catalogue and Brochure of the item along with the following annexures of this tender i.e Section I to Section X and Section XII to Section XX. All the above mentioned documents should be signed and stamped and to be submitted as Technical Bid as acceptance of the terms and conditions and required formats to be maintained. OFFER WITH COUNTER CONDITIONS IS LIABLE FOR REJECTIONS. This first sealed cover should be clearly superscribed with — **Part I - Technical Bid against Tender No. GT/005/MYS/MMD/2019-20, dtd 26.03.2020 - DESIGN, SUPPLY, INSTALLATION, COMMISSIONING, TRAINING AND PERFORMANCE TESTING OF AUTOMATED INTAGLIO PLATE MAKING SYSTEM AT BRBNMPL, MYSURU AND SALBONI** as per List of requirement Section VI.

Price indication in the Technical Bid (Part – I) will be summarily rejected.

Part II: Second sealed cover should contain **only section XI (Price Schedule)** (duly sealed and signed). Format provided in the tender document for price schedule should be followed and any other format will be liable for rejection. The master list of consumables with rates shall be enclosed with the price bid separately. This second sealed cover should be clearly superscribed with — **Part II - Price Bid against Tender No. GT/005/MYS/MMD/2019-20, dtd 26.03.2020 - DESIGN, SUPPLY, INSTALLATION, COMMISSIONING, TRAINING AND PERFORMANCE TESTING OF AUTOMATED INTAGLIO PLATE MAKING SYSTEM AT BRBNMPL, MYSURU AND SALBONI** as per List of requirement Section VI.

The above mentioned **sealed covers (Part I & II) should be put in another big cover sealed (Third Cover)** and superscribed as — **Offer against Tender No. GT/005/MYS/MMD/2019-20, dtd**

Tender No. GT/005/ MYS/MMD/2019-20 dated 26/03/2020

26.03.2020 - DESIGN, SUPPLY, INSTALLATION, COMMISSIONING, TRAINING AND PERFORMANCE TESTING OF AUTOMATED INTAGLIO PLATE MAKING SYSTEM AT BRBNMPL, MYSURU AND SALBONI as per List of requirement Section VI with due date of opening as **10.06.2020** and should be addressed to —'General Manager, Bharatiya Reserve Bank Note Mudran Private Limited, Note Mudran Nagar, Mysuru – 570 003, Karnataka, India

- I. Technical Bid (Part-I) will be opened on the scheduled date as mentioned. The Bidders shall be shortlisted on the basis of satisfactory fulfilment of requirements mentioned in The Technical Bid (Part I). The price bids (Part II) of Technically Qualified Bidders only shall be opened on later date with intimation to qualified bidders. The bids shall be opened in the presence of the intending bidders who wish to present at the time and date of opening.
- II. All the pages of Bid documents as at Annexures, basic information and other supporting documents shall be duly stamped and signed & submitted by the bidder as a token of having read and accepted all terms and conditions
- III. **No counter conditions shall be accepted.**

16. IMPORTANT NOTE: OFFERS SUBMITTED NOT IN LINE WITH THE ABOVE GUIDELINES WILL BE LIABLE FOR REJECTION.

17. For clarification regarding any query in this tender bidders are required to contact at Phone (+91) (821)-2469045, 2469085 or can mail to pwilson@brbnmpl.co.in; dapatil@brbnmpl.co.in; cannadorai@brbnmpl.co.in or can write to "Deputy General Manager (MMD), Note Mudran Nagar, Mysuru 570 003, Karnataka, India.

For and on behalf of
Bharatiya Reserve Bank Note Mudran Private Limited

P. Wilson
Deputy General Manager
Note Mudran Nagar, Mysuru 570 003, Karnataka, India
Phone: 0821-2469045, 2469085
Email: pwilson@brbnmpl.co.in; dapatil@brbnmpl.co.in; cannadorai@brbnmpl.co.in

(To be signed & stamped and submitted along with Technical Bid Part –I)

IMPORTANT POINTS AT A GLANCE

- I. **EMD** - Your sealed tender / quotation should be accompanied with an Earnest Money Deposit (EMD). EMD is payable in the form of Bank Guarantee / Demand Draft/Banker's Cheque / Fixed Deposit drawn in favour of Bharatiya Reserve Bank Note Mudran Pvt. Ltd., payable at Mysore. However, please note **Micro and Small Enterprises firm** including NSIC registered firms services and goods / items manufactured having valid registration certificate for Tendered items **are exempted from submission** of requisite Tender fees and Earnest Money Deposit. [Refer "**Special Instructions**" given under "**IMPORTANT POINTS AT A GLANCE**" for exemption from submission of requisite EMD].

The (Fixed Deposit) 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

In case EMD is to be furnished in the form of Bank Guarantee, the validity of Bank Guarantee should be Validity of Tender (180 days) plus 45 days (Totalling to 225 days) from the date of opening of Techno-commercial bid (Part – I), exclusive of claim period (60 days), preferably in **Indian Rupee (INR)**.

- II. **Pre-Bid Conference** – A Pre-Bid Conference regarding this Tender will be carried out in accordance with terms mentioned in Section – III (Special Instructions to Tenderers). Interested parties are required to provide their query in writing within the due date mentioned in the Tender.
- III. **Eligibility Criteria:** The bidders should meet all the eligibility criteria as per Section IX: Qualification/Eligibility Criteria. 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 tendered or cancel the tender without assigning any reason what so ever.
- IV. **L1 Determination** : The eligible bidder shall be selected as per the eligibility criteria mentioned in Section IX of the tender & **the Tender will be finalised on the basis of overall L1 including COMPREHENSIVE AMC charges for 10 years (after expiry of warranty period)**. However, BRBNMPL does not pledge itself to accept the lowest or any tender or cancel the tender without assigning any reason what so ever. Due weightage will be given to the model having more beneficial functions.
- V. **Performance Security** : Within twenty-one days from date of issue of Notification of Award, you shall furnish **Two Separate** performance securities to BRBNMPL, Musuru and Salboni respectively for an amount equal to ten per cent (10%) of the value of each Order, either in the form of Bank Guarantee, in prescribed format, valid up to sixty days after the date of completion of all contractual obligations including warrantee obligations or in the form of Two Separate Account Payee Demand Drafts drawn in favour of "Bharatiya Reserve Bank Note Mudran Private Limited" Payable at Mysuru and Salboni respectively.

Performance Securities will be released without any interest after successful completion of all contractual obligations including the warranty obligations. Any breach of contractual obligations will lead to forfeiture of the same.

Tender No. GT/005/ MYS/MMD/2019-20 dated 26/03/2020

- VI. Purchase Order / Contract:** After finalisation of Tender, under mentioned procedure will be followed for issue of Purchase Order.
- a) Notification of Award of Contract for will be issued by BRBNMPL, Mysuru to successful bidder for Supply, Installation and Commissioning of 02 Nos. of System (one each for Mysuru and Salboni).
 - b) Successful Bidder shall furnish **Two Separate** performance securities to BRBNMPL Mysuru and Salboni respectively as mentioned at Clause No. – V above.
 - c) Successful Bidder shall execute an Agreement with BRBNMPL in Non-Judicial Stamp Paper at BRBNMPL, Mysuru for Supply, Installation and Commissioning of 02 Nos. of System (one each for Mysuru and Salboni).
 - d) Separate Purchase Order for Supply, Installation and Commissioning of 01 No. of System will be issued each by BRBNMPL Mysuru and Salboni respectively only after acceptance of Notification of Award of Contract, submission of Performance Security by the Bidder along with execution of Agreement in Non-Judicial Stamp Paper.
- VII. Delivery Schedule:** Both the Systems / Machines are to be dispatched (shipped) within maximum of 08 months from the date of **letter of intent (LOI)** to both the Sites (Salboni and Mysuru) failing which Liquidated Damage (LD) will be applicable. The completion time is the essence of the contract. Installation, testing and commissioning in both the cases should start within 10 days on receipt of the system at Stores at respective location/Press. Each machine shall be installed, tested and commissioned and Final Acceptance Test (FAT) must be carried out including issuance of Final Acceptance Certificate (FAC) by the bidder/vendor / supplier within 90 working days from date of receipt of item at respective site after which LD clause shall be applicable.
- In case any modification is felt necessary during installation and commissioning of the same has to be carried out in the system without any additional cost.
- VIII. Payment Terms:** Payment shall be released as per Terms mentioned in Section – V (SCC) Sl. No. 17. Statutory Deductions as applicable will be deducted from gross bill amount. For Foreign Suppliers the following factors will be borne by BRBNMPL
- (a) Customs duties as applicable.
 - (b) Clearing and forwarding charges as applicable.
 - (c) Local Transportation shall be arranged from port of discharge to final destination.
- IX. Goods and Service Taxes :** The bidder needs to clearly mention the GST rate(s) along with HSN / SAC Code considered in their quotation. Tender will be evaluated with rates inclusive GST. However, order will be placed on Base Price in Original Quoted Price (OQP) with rate(s) of GST prevailing at the time of Order. Payment will be done on rate(s) of GST prevailing at the time of Invoice. In case order is placed inclusive of GST rate(s) as quoted by the bidder in OQP, any differential amount due lowering of GST rate will be deducted from the bill during payment. However, the differential amount due to increase GST rate will be borne by Supplier.

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In case of foreign suppliers, quoting in Currency other than Indian Rupees (INR), GST as applicable and as prevailing shall be considered/recovered and will be paid to Indian Govt. by purchaser for erection, installation, and commissioning, training charges.

The Sales Tax, VAT, Excise Duty, Octroi, Local Tax mentioned in the Tender may be read as GST, wherever applicable in this Tender.

If the bidder is unable to deliver, install and commission the item within the schedule date / period given in the purchase order / contract, due to any reason other than attributing to BRBNMPL, any additional expenditure due to increase in local duties and taxes shall be borne by the bidder

X. Safety, Security and Environmental protection

- a. BRBNMPL reserves the right to reject any application without assigning any reason what so ever and without any intimation on **National security considerations** or any other ground.
- b. It shall be the sole responsibility of the Supplier to ensure safety of all his workers. Supplier shall ensure that all workmen engaged by him use protective equipment as required. Any untoward incident arising out of improper supervision or inadequate safety measures will be the sole responsibility of the Supplier. The Supplier shall conform to all the Labour Laws and shall remain solely responsible for the obligation under the relevant statutory provisions.
- c. BRBNMPL is a security organization and the Govt. of Karnataka/Govt. of West Bengal declares the premise as Prohibited Area. Hence Supplier has to abide by the security and safety rules of the Company.
- d. Any damages to Company's Assets arising out of negligence, improper handling etc. will be viewed seriously. In such a case, the entire expenditure incurred for rectifying the damage will be borne by the Supplier. Decision of BRBNMPL on the factual position of negligence on the part of contractor's personnel will be final
- e. If desired, intending bidders **may visit both the sites** (BRBNMPL Mysuru, Karnataka and BRBNMPL Salboni, West Bengal) on prior appointment to understand **the specific requirements** with respect to KOMORI Intaglio Machine and KBA GIORI Intaglio Machine before submission of offer.
- f. Tenderer's attention is drawn to GIT clause 17 and GIT sub-clause 10.1. The Tenderer is to provide the required details, information, confirmations, etc. accordingly, failing which the tender is liable to be ignored

XI. Special Instructions :

As per Public Procurement policy (PPP) for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered in order to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012.

- 1. Relaxation for Micro and Small Enterprises(MSE):** Relaxation for MSE regarding submitting Tender fees, Earnest Money Deposit, prior experience, prior Turnover Criteria issued by Govt. of India, Ministry of Micro, Small & medium Enterprises, New Delhi and further amendments, if any subject to the certificate provided should valid till tender validity period as per the following references-
 - a)Policy Circular No.1(2)(1) 2016-MA dated 10.03.2016 of Additional Secretary and Development Commissioner-MSME, GOI, New Delhi.

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- b) O.M.No. F.20/2/2014-PPD (Pt.) dated 25.07.2016 of Under Secretary to GOI, MOF, Department of Expenditure Procurement Policy Division, New Delhi.
- c) O.M.No. F.20/2/2014-PPD (Pt.) dated 20.09.2016 of Under Secretary (PPD) to GOI, MOF, Department of Expenditure Procurement Policy Division, New Delhi.
- d) Price Preference to MSE is applicable to this tender vide Ministry of Micro Small and Medium Enterprises letter no. D.O.21(1)/2011-MA dt.25/04/2012.

Conditions for availing relaxations under MSEs:

1. MSEs participating in the tender must submit valid and authorized copy of certificate of registration. In case of bidders submitting DIC registration certificate shall attach original notarised copy of the DIC certificate.
2. Traders/ resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.
3. The registration certificate must be valid as on tender opening date. Bidder shall ensure validity of registration certificate in case the tender opening date extended.
4. The MSEs who have applied for registration or renewal of registration with any of the agencies/bodies, but have not obtained the valid certificate as on tender opening date, are not eligible for exemption/preference.
5. The MSE's Bidder are to note and ensure that nature of services and goods / items manufactured mentioned in MSEs certificate matches with the nature of the services and goods/items to be supplied as per Tender for availing relaxation.

MAKE IN INDIA CLAUSE / REGISTERED UNDER START UP CAMPAIGN:

The provisions of the Public procurement (preference to Make in India /Registered under start up campaign) Order No.P-45021/2/2017-B.E.-II dated June 15, 2017 (and subsequent amendments, if any) by Department of Industrial Policy and promotion, GOI shall apply to this tender to the extent feasible.

The bidder who intends to participate as "Start-up" company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.

However, relaxation to Start-ups [**whether Micro & Small Enterprises (SMEs) or otherwise**] is restricted "under critical security operation and equipment's" in this tender as per Office Memorandum No. F.20/2/2014-PPD (Pt.) dated 20.09.2016 issued by MOF Department of Expenditure Procurement Policy Division, ***"there may be circumstances (like procurement of items related to public safety, health, critical security operations and equipment's, etc.) where procuring entities may prefer the vendors to have prior experience rather than giving orders to new entities. For such procurements, wherever adequate justification exists, the procuring entities may not relax the criteria of prior experience/ turnover for the Startups"***.

Verification of Local Content: The local supplier shall be required to provide a certificate along with the tender document from the statutory auditor or cost auditor of the Company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

SECTION -II: GENERAL INSTRUCTIONS TO TENDERERS (GIT)

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 include:

1. Section I - Notice Inviting Tender (NIT) –
2. Section II - General Instructions to Tenderers (GIT)
3. Section III - Special Instructions to Tenderers (SIT)
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16. Section XVI - Contract Form
17. Section XVII: Letter of Authority for attending a Bid Opening
18. Section XVIII: Shipping Arrangements for Liner
19. Section XIX: Proforma of Bills for Payments
20. Section XX: Proforma for 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.

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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 19.4) from the clauses of this SBD, if any.
 - b) Documentary evidence, as necessary in terms of GIT clauses 3 and 16 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
 - c) Documents and relevant details to establish in accordance with GIT clause 17 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the tender documents along with list of deviations if any (ref clause 17.3 of GIT).
 - d) Earnest money furnished in accordance with GIT clause 18.18.1 alternatively, documentary evidence as per GIT clause 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)

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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

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revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to BRBNMPL by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier

12.9 Sales Tax/ VAT/ CST/ GST:

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

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

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

12.11 Octroi and Local Taxes:

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

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

12.12 Duties/ Taxes on Raw Materials

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

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

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

12.14 Customs Duty:

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

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

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

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

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

13. Indian Agent

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

- a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
- b) The details of the services to be rendered by the agent for the subject requirement :
One manufacturer can authorize only one agent/ dealer. Also one agent cannot represent more than one supplier or quote on their behalf in a particular tender enquiry. Such quote is likely to be rejected. There can be only one bid from
 - a) The principal manufacturer directly or one Indian agent on his behalf
 - b) The foreign principal or any of its branch/ division
 - c) Indian/ Foreign Agent on behalf of only one Principal.

14. Firm Price / Variable Price:

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

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

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- 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 fulfil 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.

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 favour of Account specified in the Clause 3 of NIT. In case of bank guarantee, the same is to be provided from/confirmed by any scheduled commercial bank in India as per the format specified under Section XIII in these documents.

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- 18.5 The earnest money shall be valid for a period of forty five days beyond the validity period of the tender.
- 18.6 Unsuccessful tenderers' earnest monies will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful Tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 18.7 Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The successful tenderer's earnest money will be forfeited if it fails to furnish the required performance security within the specified period.

19. Tender Validity

- 19.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 90 days (Ninety days) in case of single bid tender system and 120 days in case of two-bid system after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 19.2 In exceptional cases, the tenderers may be requested by BRBNMPL to extend the validity of their tenders upto a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax /email /telex /cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly.
- 19.3 In case the day upto which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for BRBNMPL, the tender validity shall automatically be extended upto the next working day.
- 19.4 Compliance with the Clauses of this Tender Document: Tenderer must comply with all the clauses of this Tender Document. In case there are any deviations, these should be listed in a chart form without any ambiguity along with justification.

20. Signing and Sealing of Tender

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

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- 20.3 The tenderers shall submit their tenders as per the instructions contained in G1T Clause
- 20.4 Unless otherwise mentioned in the SIT, a tenderer shall submit two copies of its tender marking them as "Original" and "Duplicate".
- 20.5 The original and other copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- 20.6 All the copies of the tender shall be duly signed at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initialed by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialed by the person(s) signing the tender.
- 20.7 The tenderer is to seal the original and each copy of the tender in separate envelopes, duly marking the same as "Original", "Duplicate" and so on and writing the address of BRBNMPL and the tender reference number on the envelopes. The sentence 'NOT TO BE OPENED' before (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, BRBNMPL will not assume any responsibility for its misplacement, premature opening, late opening etc.
- 20.8 For purchasing capital equipment, high value plant, machinery etc. of complex and technical nature, tender document will seek quotation in two parts (Two Bid System)- first part containing the relevant technical details of the equipment / machinery etc., and in the second part, price quotation along with other allied issues. First part will be known as 'Technical Bid', and the second part 'Financial bid'. Tenderer shall seal separately 'Technical Bid' and 'Financial bid' and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and evaluation would be done as described in clause 25,24.4 below. Further details would be given in SIT, if considered necessary.
- 20.9 If permitted in the SIT, the tenderer may submit its tender through e-tendering procedure.

D SUBMISSION OF TENDERS

21. Submission of Tenders

- 21.1 Unless otherwise specified, the tenderers are to deposit the tenders in the tender box kept for this purpose at a place as indicated in para 1 of NIT. In case of bulky tender, which cannot be put into tender box, the same shall be submitted by the tenderer by hand to the designated officers of BRBNMPL,

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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 registered Speed post and, if the tenderer does not accept BRBNMPL's observation, that tender will be liable to be ignored.

30. Clarification of Bids

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

31. Qualification / Eligibility Criteria

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

32. Conversion of tender currencies to Indian Rupees

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

33. Schedule-wise Evaluation

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

34. Comparison on CIF Destination Basis

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

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

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

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

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

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

35.3 As per policies of the Government from time to time, the purchaser reserves its option to give price preference to Small Scale Industries in comparison to the large scale Industries. This price preference cannot however be taken for

granted and every endeavor need to be made by such firms to bring down cost and achieve competitiveness.

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

36. Tenderer's capability to perform the contract

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

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

37. Cartel Formation / Pool Rates

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

38. Negotiations

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

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

39. Contacting BRBNMPL

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

39.2. It will be treated as a serious misdemeanor in case a tenderer attempts to influence BRBNMPL's decision on scrutiny, comparison, evaluation and award of the

contracts. In such a case the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by BRBNMPL, in terms of clause 44 of GIT.

G AWARD OF CONTRACT

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

41. Award Criteria

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

42. Variation of Quantities at the Time of Award

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

43. Parallel Contracts

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

44. Serious Misdemeanors

44.1. Following would be considered serious misdemeanors:

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

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

45. Notification of Award

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

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

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

46. Issue of Contract

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

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

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

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

48. Return of EMD

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

49. Publication of Tender Result

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

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

50. Rate Contract Tenders

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

- i. Earnest Money Deposit (EMD) is not applicable.
- ii. In the Schedule of Requirement, no commitment of quantity is mentioned; only the anticipated requirement is mentioned without any commitment.
- iii. BRBNMPL reserves the right to conclude more than one rate contract for the same item.
- iv. Unless otherwise specified in SIT, the currency of a Rate Contract would normally be for one year.
- v. During the currency of the Rate Contract, BRBNMPL may withdraw the rate contract by serving suitable notice. The prescribed notice period is generally thirty days.
- vi. During the currency of the Rate Contract, BRBNMPL would have the option to renegotiate the price with the rate contract holders.
- vii. During the currency of the Rate Contract, in case of emergency, BRBNMPL may purchase the same item through ad hoc contract with a new supplier.

- viii. Usually, the terms of delivery in rate contracts are FOR dispatching station.
- ix. Supply orders, incorporating definite quantity of goods to be supplied along with all other required conditions following the rate contract terms, will be issued by nominated Direct Demanding Officers (DDO) for obtaining supplies through the rate contract.
- x. BRBNMPL is entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will be affected beyond the validity period of the rate contract, all such supply will be guided by the terms & conditions of the rate contract.
- xi. The rate contract will be guided by "Fall Clause" as described below.

50.2 Fall Clause

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

50.3 Performance Security

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

50.4 Renewal of Rate Contracts

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

51. Prequalification Bidding

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

51.2 If stipulated in the SIT, only these short listed qualified bidders would be invited to participate in the Procurement of the requirements. Otherwise SIT may also indicate that instead of floating a separate PQB tender, it may be combined with the

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Procurement Tender, as a three bid tender. Initially the first Packet containing PQB would be opened and evaluation would be done. Thereafter the rest of tender would be handled as a two bid system for only those bidders who succeed in PQB.

52. Tenders involving Samples

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

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

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

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

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

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

53. Expression of Interest (EOI) Tenders:

- 53.1** EOI tenders are floated for short listing firms who are willing and qualified for:
- Registration of Vendors for Supply of particular Stores or certain categories of Stores.
 - Development of new items or Indigenization of Imported stores
- 53.2** The qualification / eligibility criteria required and the format of submission of such Data would be indicated in the Section IX - "Qualification Criteria" in the SBD.
- 53.3** Objectives and scope of requirement would be indicated in the Section VI - "List of Requirements" in the SBD. Indicative quantity required yearly and its future requirements would also be indicated.
- 53.4** In case of EOI for Development of new Items or for Indigenization, prospective firms would be given opportunity to inspect the Machine/ Item at the place of installation at the place, dates and Time mentioned in SIT.
- 53.5** In case EOI is for registration of vendors, Registration Fees and validity period of registration would be detailed in the SIT.
- 53.6** Short List of Suppliers: The suppliers shall be evaluated for short listing, inter-alia, based on their past experience of supplying goods in similar context, financial strength, technical capabilities etc. Each supplier will be assigned scores based on weightages assigned to each of the criteria mentioned in the Section IX — "Qualification Criteria" in the SBD.
- 53.7** If stipulated in the SIT, the Firm's capacity and Capability may be assessed by a nominated Committee or by a third party nominated by BRBNMPL.
- 53.8** All suppliers who secure the minimum required marks (normally 50% unless otherwise specified in the Section IX) would be short listed. Section IX may alternatively specify minimum qualifying requirement for each of the criteria i.e. minimum years of experience, minimum number of assignments executed, minimum turnover etc. Under such circumstances, all suppliers who meet the minimum requirement, as specified, will be short listed _
- 53.9** In case of EOI for registration of vendors, registration letters would be issued to the short listed tenderers.
- 53.10** In case of EOI for development/ indigenization, these shortlisted tenderers would only be allowed to participate in the subsequent development/ indigenization tenders.

54. Tenders for Disposal of Scrap

- 54.1** Introduction: The tender is for Sale of Scrap material lying at various locations. Details of scrap for sale including Description, Present Condition, Lot Size and its Location would be given in the Section VI — "List of Requirements".
- 54.2** "As Is; Where Is; Whatever Is" Basis of This Sale:
- 54.2.1** This sale of Scrap is strictly on "As Is; Where Is; Whatever Is" basis. Tenderer must satisfy himself on all matters with regard to quality, quantity; nature of stores etc., before tendering as no complaint or representation of any kind shall be entertained after the sale contract is concluded.

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

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

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

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

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

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

54.3 Submission of Offer:

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

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

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

54.3.4 If the offer of the tenderer is not accepted by the BRBNMPL, the Earnest Money deposit made by the tenderer shall be refunded to him. No interest shall be payable on such refunds. The EMD deposited by the successful tenderer shall remain

with the BRBNMPL till payment of the security deposit (SD) money, as stipulated in relevant Clause, has been made. It may be adjusted as part of the total SD money at the discretion of the BRBNMPL.

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

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

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

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

54.4 Notification of Acceptance and Award of Contract:

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

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

54.5 Disposal Tenders for Security and Sensitive Machinery and Items:

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

case his firm changes hands, it will be his responsibility to ensure that the new owners honour and underwrite this undertaking.

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

55. Development and Indigenization Tenders:

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

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

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

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 +5% tolerances, 20% of annual quantity requirement may be reserved for Newly Developed firms.

55.10 Period of Development Commitment

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

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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	PREAMBLE - Introduction	No Change
2	2	Submission of tenders in Hindi/English	To be submitted in English only.
3	3	Eligible Tenderers	Only Manufacturers or Suppliers of Automated Intaglio Plate Making System for Bank Note Printing.
4	4	Eligible Goods and Services (Origin of Goods)	Any country is acceptable. The operations of the bidder in Pakistan or China, if any, are firewalled from the contract / operations with Government of India. Bidder shall also declare that no employee who has previously worked or been posted in Pakistan or China in any capacity will be engaged by the Company for this project and also the employees who will be working in this project will not be assigned to work in Pakistan or China.
5	5,6	Tendering Expense, TENDER DOCUMENTS, Amendments to Tender Documents	No Change Clause : 6.1 - Section XX : Pre Contract Integrity Pact - Applicable Integrity Pact (IP) 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:

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			<p>Name - Shri V.V.R Sastry, Ex-CMD/BEL Address – 957, 9th Main, 3rd Stage, 3rd Block Basveshwarnagar, Bangalore – 560079 Email: sastryvvr@gmail.com</p> <p>b) Please refer the concerned Section of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.</p> <p>Note: No routine correspondence shall be addressed to the IEM (phone/post/email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/issues shall be addressed directly to the tender issuing (Procurement) department.</p>
6	7	Amendments to Tender Documents	Will also be published in the brbnmpl.co.in WEBSITE
7	8	Pre-bid Conference	<p>Date: 07th May 2020 Time: 10:30 hrs Venue: BRBNMPL, Mysuru</p> <p>Purchaser reserves the right to change the date of pre-bid conference and the information about any change if any will be published only in web site. Interested parties are required to provide their query in writing so as to reach us latest by 28th April 2020. Queries not given in writing and given after due date may not be considered.</p> <p>Purchaser reserves the right to make necessary amendments at his sole discretion to the tender document, post pre-bid meeting and any such amendment will be uploaded only in the website.</p>
8	9	Time Limit for receiving request for 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, email. BRBNMPL will respond in writing to such request provided the same is received by BRBNMPL not later than Fourteen days prior to the prescribed last date of submission of tender. Queries received after this will not be considered. If desired, the intending bidders may visit BRBNMPL on prior appointment and interact with the technical team to understand the actual requirements before submission of offer. Details of contact persons are mentioned in NIT.
9	10, 15	Documents Comprising the Tender, Alternative tenders	No Change
10	11.1 & 11.2	Tender Currency	<p>Bidders to quote the price preferably in Indian Rupees (INR)</p> <p>In case if the bidder quotes in other currency, such</p>

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			quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the Bill Selling exchange rates established by the State Bank of India for similar transactions, as on the date of Price Bid (Part-II) opening for L1 determination. In case of any bank holiday, the previous working day's closing price will be considered. For further details, please refer the Price Schedule format Section XI.
11	12	Tender Prices	No change. The Sales Tax, VAT and Excise Duty may be read as GST wherever applicable
12	13	Indian Agents	The bidder firm shall not employ any agents.
13	14	Firm Price / Variable Price	No change
14	16	Documents Establishing Tenderer's Eligibility and Qualifications	No Change
15	17	Documents establishing Good's Conformity to Tender document	No Change
16	18	Earnest Money Deposit (EMD)	No Change Shall be preferably in Indian Rupees. The (Fix Deposit) FD receipt submitted as EMD will be encashed by BRBNMPL. In case EMD is furnished in form of Bank Guarantee, the validity of BG should be Validity of Tender (180 days) plus 45 days (Totalling to 225 days) from the date of opening of Techno-commercial bid (Part – I), exclusive of claim period (60 days) May please read as: Clause No.18.2 of GIT (General Instructions to Tenderer); The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period under MSE's, Start-up (Make-in-India scheme), with DGS&D or with National Small Industries Corporation, New Delhi are exempted from payment of earnest money and tender fee. In case the tenderer falls in these categories. The bidder should furnish certified copy of its valid registration certificate ensuring that it matches with tendered item, along with their technical offer for claiming exemptions under this clause
17	19	Tender Validity	180 days from date of opening of Techno-commercial bid (Part – I)
18	20.4	Number of Copies of Tenders to be submitted	Single Copy Only.
19	20.8	Signing and sealing of tender	No Change.

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20	20.9	E procurement	Not Applicable
21	21,22, 23	Submission of Tender, Late Tender, Alteration & Withdrawal of Tender	No Change
22	24.4	Opening of tenders	No Change
23	25	Basic Principle	No Change
24	26,27, 28, 29,30	Preliminary Scrutiny of Tenders, Minor Infirmary/Irregularity/ Non- Conformity, Discrepancy in Prices, Discrepancy between original & copies of Tender, Clarification of Bids,	No Change Bidders are required to quote the price within 2 Decimal Place. Price quoted with more than 2 decimal places will be rounded off to 2 decimal place for evaluation.
25	31	Qualification / Eligibility Criteria,	As per Office Memorandum No. F.20/2/2014-PPD (Pt.) dated 20.09.2016 issued by MOF, Department of Expenditure, Procurement Policy Division, New Delhi. “Pre-qualification criteria with respect to Prior Turnover and Prior experience may be relaxed for Micro & Small Enterprises as per GOI guidelines subject to meeting of quality and technical specifications. “ However, Relaxation to Start-ups [whether Micro & Small Enterprises (SMEs) or otherwise] is restricted “under critical security operation and equipment’s” As this tender is declared and considered as “ a critical security equipment (Security Printing Related). ” Relaxation to Start-ups [whether Micro & Small Enterprises (SMEs) or otherwise] is restricted.
26	32,33	Conversion of tender currencies to Indian Rupees, Schedule-wise Evaluation	No change
27	34	Comparison on CIF Destination Basis.	Price Comparison will be done on the landing cost (FOR Destination Basis). Indian suppliers will have to quote all-inclusive price for “FOR Destination (Mysore/Salboni press). And for Foreign suppliers the loading factors that will be considered for arriving at FOR (Destination) evaluation is explained in the price schedule. The bidders must note that notwithstanding the comparison on FOR destination basis, the Purchaser reserves the right to place order on the successful bidder on FOB (nearest Port) or CIF basis at its discretion.
28	35.2	Additional Factors and Parameters for Evaluation & Ranking of Responsive Tenders,	In addition to GIT Clause 35 & 36, Price bid evaluation will be based on overall L1 including Comprehensive AMC charges for 10 years (after expiry of warranty period).

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			Price Preference to MSE is applicable to this tender vide Ministry of Micro Small and Medium Enterprises letter no. D.O.21(1)/2011*MA dt.25/04/2012..
29	35.3	Price preference to SSI	Not Applicable
30	36 to 42	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,	<p>No Change</p> <p>In case L1 bidders fail to prove the performance in the first system (either at Mysore or at Salboni), Purchaser reserves the right to cancel the Purchase Order / Contract and forfeit the Security Deposit.</p> <p>In case any modification is felt necessary during installation and commissioning of the 1st System the same has to be carried out in the balance system without any additional cost.</p>
31	43	Parallel Contracts,	Not Applicable
32	44 to 49	Serious Misdemeanours, Notification of Award, Issue of Contract, Non-receipt of Performance Security & Contract by BRBNMPL, Return of EMD, Publication of Tender Result	<p>No Change</p> <p>(In addition following will be applicable : Purchase Order / Contract will be issued to successful bidder only after acceptance of Notification of Award of Contract / LOI, submission of Performance Security - GCC Clause : 6, along with execution of Agreement in Non-Judicial Stamp Paper)</p>
33	50.1, 50.3	Rate Contract Tenders	Not Applicable
34	51.1, 51.2	PQB Tenders	Not Applicable
35	52.1,52.3, 52.5	Tenders involving Purchaser's and Pre-Production Samples	Not Applicable
36	53.4,53.5, 53.7	EOI Tenders	Not Applicable
37	54,54.3.1,54.5.2	Tenders for Disposal of Scrap	Not Applicable
38	55.2,55.3,55.7, 55.8	Development / Indigenization Tenders	Not Applicable

Section IV: General Conditions of Contract (GCC)

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

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

1.1 Definitions and Interpretation:

- i) "Contract" means the letter or memorandum communicating to the Contractor the acceptance of this tender and includes "Intimation of Award" of his tender; "Contract" includes and Bid Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Schedule of Requirements, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the Contractor and a formal agreement, if executed;
- ii) "Contractor" or "Supplier" means the individual or the firm supplying the goods and services. The term includes his employees, agents, successors, authorized dealers, stockists and distributors. Other homologous terms are: Vendor, Firm, Manufacturer, OEM etc.;
- iii) "Drawing" means the drawing or drawings specified in or annexed to the Specifications;
- iv) "Government" means the Central Government or a State Government as the case may be;
- v) The "Inspecting Officer" means the person, or organisation specified in the contract for the purpose of inspection of stores of work under the contract and includes his / their authorised representative;
- vi) "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser;
- vii) The "Purchaser" means BRBNMPL — the organization purchasing goods and services as incorporated in the documents;
- viii) "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof;
- ix) "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer;
- x) The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in the contract —
 - a. The consignee at his premises; or
 - b. Where so provided, the interim consignee at his premises; or
 - c. A carrier or other person named in the contract for the purpose of transmission to the consignee: or
 - d. The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.
- (xi) "Writing" or "Written" includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal, as the case may be.
- (xii) Words in the singular include the plural and vice-versa.

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

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

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

8. Packing and Marking

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

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

8.3. Packing instructions:

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

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

9. Inspection and Quality Control

- 9.1. BRBNMPL and / or its nominated representative(s) will, without any extra cost to BRBNMPL, inspect and/ or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. BRBNMPL shall inform the supplier in advance, in writing, BRBNMPL's programme for such inspection and, also the identity of the officials to be deputed for this purpose.
- 9.2. The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to

relevant drawings, design details and production data, shall be furnished by the supplier to BRBNMPL's inspector at no charge to BRBNMPL.

- 9.3. If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, BRBNMPL's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to BRBNMPL and resubmit the same to BRBNMPL's inspector for conducting the inspections and tests again.
- 9.4. In case the contract stipulates pre-despatch inspection of the ordered goods at suppliers' premises, the supplier shall put up the goods for such inspection to BRBNMPL's inspector well ahead of the contractual delivery period, so that BRBNMPL's inspector is able to complete the inspection within the contractual delivery period.
- 9.5. If the supplier tenders the goods to BRBNMPL's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to BRBNMPL under the terms & conditions of the contract.
- 9.6. BRBNMPL's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by BRBNMPL's inspector during pre-despatch inspection mentioned above.
- 9.7. Goods accepted by BRBNMPL and/ or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute BRBNMPL's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause.

10. Terms of Delivery

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

11. Transportation of Goods

- 11.1. The supplier shall not arrange part-shipments and/ or trans-shipment 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

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the shipping arrangements. In the case of C&F contracts, the Contractor shall arrange shipment in accordance with the requirements of the Ministry of Shipping & Transport, New Delhi, INDIA, indicated in the same SBD section (as applicable).

12. Insurance:

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

13. Spare parts

- 13.1. If specified in the List of Requirements and in the resultant contract, the supplier shall supply / provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/ or supplied by the supplier:
 - a) The spare parts as selected by BRBNMPL to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
 - b) In case the production of the spare parts is discontinued:
 - i. sufficient advance notice to BRBNMPL before such discontinuation to provide adequate time to BRBNMPL to purchase the required spare parts etc., and
 - ii. immediately following such discontinuation, providing BRBNMPL, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by BRBNMPL.
- 13.2. Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to BRBNMPL promptly on receipt of order from BRBNMPL.

14. Incidental services

- 14.1. Subject to the stipulation, if any, in the SCC (Section-V) and the Technical Specification (Section — VII), the supplier shall be required to perform any or all of the following services:
- a) Providing required jigs and tools for assembly, start-up and maintenance of the goods
 - b) Supplying required number of operation & maintenance manual for the goods
 - c) Installation and commissioning of the goods
 - d) Training of BRBNMPL's operators for operating and maintaining the goods
 - e) Providing after sales service during the tenure of the contract
 - f) Providing maintenance service after expiry of the warranty period of the goods if so incorporated in the contract
- 14.2. Prices to be paid to the supplier by BRBNMPL for any of the required incidental services, if not already included in the contract price during the placement of the contract, shall be settled and decided in advance by BRBNMPL and the supplier. However, such prices shall not exceed the contemporary rates charged by the supplier to other customers for similar services.

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

- 15.1. The supplier shall send all the relevant despatch documents well in time to BRBNMPL to enable BRBNMPL to clear or receive (as the case may be) the goods in terms of the contract. Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows:
- 15.2. For Domestic Goods, including goods already imported by the supplier under its own arrangement Within 24 hours of despatch, the supplier shall notify BRBNMPL, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):
- a) Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;
 - b) Packing list;
 - c) Insurance certificate;
 - d) Railway receipt / Consignment note;
 - e) Manufacturer's guarantee certificate and in-house inspection certificate;
 - f) Inspection certificate issued by BRBNMPL's inspector
 - g) Expected date of arrival of goods at destination and
 - h) Any other document(s), as and if specifically mentioned in the contract.
- 15.3. For Imported Goods, within 3 days of dispatch, the supplier will Notify BRBNMPL, consignee and other concerned if mentioned in the contract, the complete details of dispatch and also supply the following documents to them by Courier (or as instructed in the Contract), besides advance intimation by Fax/ email:
- a) Clean on Board Airway Bill/Bill of Lading (B/L)

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

16. Warranty

- 16.1 The supplier warrants that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by BRBNMPL in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per BRBNMPL's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 16.2 This warranty shall remain valid for twelve months after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by BRBNMPL in terms of the contract or for fifteen months from the date of despatch from the supplier's premises for domestic goods (including goods already imported by the supplier under its own arrangement) or for eighteen months after the date of shipment from the port of loading in the source country for imported goods offered from abroad, whichever is earlier, unless specified otherwise in the SCC.
- 16.3. In case of any claim arising out of this warranty, BRBNMPL shall promptly notify the same in writing to the supplier.
- 16.4. Upon receipt of such notice, the supplier shall, with all reasonable speed (or within the period, if specified in the SCC), repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/ goods after providing their replacements and no claim, whatsoever shall lie on BRBNMPL for such replaced parts/ goods thereafter.
- 16.5. In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/ replaced goods shall be extended to a further period of twelve months from the date such rectified / replaced goods starts functioning to the satisfaction of BRBNMPL.
- 16.6. If the supplier, having been notified, fails to rectify / replace the defect(s) within a reasonable period (or within the period, if specified in the SCC), BRBNMPL may proceed to take such remedial action(s) as deemed fit by BRBNMPL, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which BRBNMPL may have against the supplier.

17. Assignment

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

18. Sub Contracts

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

19. Modification of contract

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

20. Prices

- 20.1. Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender

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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

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against invoice, inspection certificate (where applicable), shipping documents etc. and balance within 21-30 days of successful installation and commissioning at the consignee's premises and acceptance by the consignee.

- c) Payment of Agency Commission against FOB/FAS Contract — Entire 100% agency commission is generally paid in Indian Rupees after all other payments have been made to the supplier in terms of the contract.
- 22.4. Unless specified otherwise in the SCC, the following general conditions will apply for payment to the supplier.
- 22.5. The payment shall be made in the currency / currencies authorized in the contract.
- 22.6. The supplier shall send its claim for payment in writing as per Section XIX - "Proforma for Bill for Payments", when contractually due, along with relevant documents etc., duly signed with date, as specified in SCC and in a manner as also specified therein.
- 22.7. While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 22.8. The important documents which the supplier is to furnish while claiming payment are:
- a) Original Invoice
 - b) Packing List
 - c) Certificate of country of origin of the goods from seller's Chamber of Commerce.
 - d) Certificate of pre-dispatch inspection by BRBNMPL's representative/ nominee
 - e) Manufacturer's test certificate
 - f) Performance/ 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. 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 GCC clause 28, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions besides any administrative action:
 - a) imposition of liquidated damages,
 - b) forfeiture of its performance security and
 - c) Termination of the contract for default.
- 23.3. If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform BRBNMPL in writing about the same and its likely duration and make a request to BRBNMPL for extension of the delivery schedule accordingly. On receiving the supplier's communication, BRBNMPL shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 23.4. When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
 - a) BRBNMPL shall recover from the supplier, under the provisions of the clause 24 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract
 - b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of

delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

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

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

24. Liquidated damages

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

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

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

26. Termination for default

- 26.1. BRBNMPL, without prejudice to any other contractual rights and remedies available to it (BRBNMPL), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by BRBNMPL pursuant to GCC sub-clauses 23.3 and 23.4.
- 26.2. In the event of BRBNMPL terminates the contract in whole or in part, pursuant to GCC sub-clause 26.1 above, BRBNMPL may procure goods and/ or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of

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

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

27. Termination for insolvency

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

28. Force Majeure

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

29. Termination for convenience

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

- 29.2. The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by BRBNMPL following the contract terms, conditions and prices. For the remaining goods and services, BRBNMPL may decide:
- a. to get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
 - b. to cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

30. Governing language

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

31. Notices

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

32. Code of Ethics

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

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

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

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

33. Resolution of disputes

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 Bangalore/Mysore/Kolkata 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 Bangalore/Mysore/Kolkata. The arbitrator or arbitrators appointed under this article shall have the power to extend time to make the award with the consent of the parties. Pending reference to arbitration the parties shall make all endeavours to complete the contract/work in all respects and all disputes, if any, will finally be settled in the arbitration.

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34. Applicable Law

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

35. Secrecy

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

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

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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 Contact

- 36.3.1 The Title of goods or material sold shall not be deemed to have been passed to the Purchaser / Bidder until and unless the full and final payment has been made by the purchaser, in accordance with the contract to the BRBNMPL and the authorized Officer has issued the Delivery Order in favor of the purchaser.

The materials sold may be removed from the premises only on production of the cash receipt for the payment and a delivery order from the Officer authorized by the BRBNMPL.

- 36.3.2 Unless specified otherwise in SIT, delivery period for lifting of material shall be within 60 days from the date of finalization of contract agreement.
- 36.3.3 The work of delivery will be supervised by Stock Holder or his authorized representative, representative of accounts Department and Security Staff duly authorized by BRBNMPL for the propose of delivery. Delivery will be allowed during working hours.
- 36.3.4 No delivery of or materials sold shall be given on Sundays, Gazetted holidays and other shall holidays observed by BRBNMPL. The delivery of the goods or material shall be effected from the premises concerned only during its normal working hours. In order to complete the delivery within the working hours all loading must cease half an hour before the normal closing time of the concerned premises. The decision of the BRBNMPL with regard to the working hour shall be final and binding on the purchaser. Purchaser will not be allowed to lift the Scrap Material from more than one location at a time.
- 36.3.5 The purchased stores will be carried away by the purchaser at his risk and no claims against the BRBNMPL will be entertained for shortage in weight which may be discovered after the materials have left the premises wherefrom delivery is taken. If required the purchaser shall provide his own bags, cases or other receptacles for the removal of the scrap.
- 36.3.6 The BRBNMPL shall not be responsible for any accident that may occur to purchaser's labors/servants for any reasons whatsoever. The purchaser will himself have to ensure the safety of his workers and shall be liable to pay claims, whatsoever if any. BRBNMPL will not carry any responsibility of such payments. The purchaser will be responsible to supply personal protection equipments to his labour/servant and staff and no additional charges are admissible for the same.
- 36.3.7 The materials sold, shall be removed by the purchaser within the period specified in relevant clause of Special Condition of Sale.
- 36.3.8 If due to any default on the part of the BRBNMPL, the purchaser is unable to remove the materials sold within the specified period, the BRBNMPL may extend the period therefore

and in such an event purchaser will be entitled to take delivery of the goods or the materials sold within such extended Delivery period.

- 36.3.9 If contractor fails to lift sold scrap within the specified period, penalty shall be levied at the rate of 0.5% per day of the value of un-removed Scrap. Moreover the material shall remain at the purchaser's risk until removal thereof. Further BRBNMPL will be entitled to charge the ground rent as stated in relevant Para of SCC, for the area in which the materials sold are kept or stored — which would be recovered by the BRBNMPL from the Purchaser before removal of the material and In the event of default in payment thereof, the BRBNMPL at may its discretion shall be entitled to order the re-sale of such materials and forfeit the Security deposit or sale amount or both, paid by the purchaser.
- 36.3.10 If the purchaser makes slow progress with his contract and the BRBNMPL is of opinion that he may fail to fulfill the contract within the time specified in the conditions of sale, it will be lawful for the BRBNMPL to cancel the whole contract or such portion thereof as may not have been completed and the BRBNMPL shall be at liberty to dispose off the goods in any manner at the risk and expense of the purchaser.
- 36.3.11 The purchaser will have to comply with the provisions of the Contract Labour (Regulations and Abolition Act 1970 and Central Rules 1971 and obtain license from the Assistant Labour Commissioner or the competent authorities empowered to issue such license. Any failure on the part of the purchaser in this regard will be at his risk and consequences. He shall comply with Workman's Compensation Act 1923, Payment of Wages Act 1936, and Minimum Wages Act 1948 and all the other related statutory and legal provisions and obligations, The purchaser shall also indemnify the BRBNMPL against any claim / liabilities that may occur to the contractor's labors and servants due to any reasons whatsoever.
- 36.3.12 If the purchaser makes default in complying with any of the condition of the contract, the sale of lot or lots in respect of which such default is made may be cancelled and such lot or lots may be put up again for sale and in such an event if a lower price is offered and accepted for such lot or lots then the purchaser shall be liable to pay the difference in price thereof together with all expenses occasioned by such resale in default to the BRBNMPL provided further that the purchaser in default shall not be entitled to claim any profit which may arise from such resale.

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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)

Sl. 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 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 including warranty obligations by the supplier.	No Change Separate performance securities for each system at BRBNMPL Musuru and Salboni. Performance Security will be released without any interest after successful completion of all contractual obligations including the warranty obligations of each system at respective site. Any breach will lead to forfeiture of the same.
3	7	Technical Specifications and Standards	No Change
4	8.2	Packing and Marking	No Change
5	9.1	Inspection and Quality Control	Cost involved in the Inspection of Goods will be borne by the supplier. However cost of Travel, Halting of the inspector will be borne by the Purchaser.
6	9.3	Inspection and Quality Control	In case of rejection during pre-shipment inspection, an additional 90 days shall be provided for re-inspection without prejudice to contract obligations and LD.
7	10	Terms of Delivery	No Change
8	11.2	Transportation of Domestic Goods	No Change
9	12.2	Insurance	No Change Insurance cost quoted by the bidders should have insurance coverage from Manufacturers premises up to respective BRBNMPL premises unloading point
10	13,15	Spare parts, Distribution of Dispatch Documents for Clearance/ Receipt of Goods	No Change

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Sl. No	GCC Clause No.	Topic	SCC Provision
11	14.1	Incidental Services	No Change Cost involved in the Training of Goods will be borne by the supplier. However, at manufacturing site cost of Travel Halting of trainee will be borne by Purchaser
12	16.2, 16.4	Warranty	No Change Twelve Months (1 year) from the date of FAC, at respective site,
13	17& 18	Assignment, Sub Contracts	No Change
14	19.3	Option Clause	No Change
15	20.1	Price Adjustment Clause	No change
16	21.2	Taxes and Duties (Any change in Statutory Charges and Taxes, as applicable & if clearly indicated in the quote will be paid on claim and submission of documentary proof)	In case of Foreign Bidders Customs duties shall be paid by Purchaser. All statutory taxes shall be deducted from the payments of the supplier/ contractor on installation, commissioning, testing, training, etc as applicable under Indian Tax Laws. If the bidder is unable to deliver, install and commission the item within the schedule date / period given in the purchase order / contract, due to any reason other than attributing to BRBNMPL, any additional expenditure due to increase in local duties and taxes shall be borne by the bidder.
17	22, 22.1, 22.2, 22.3, 22.4, 22.6	Terms and Mode of Payment	The successful bidder should raise the Invoice in the name of respective BRBNMPL Presses (Mysuru / Salboni) against Supply and Installation/Training. Clause 22.1 – Not applicable. Clause 22.2 – Not applicable Clause 22.2.1 – Not applicable. Clause 22.2.2 – Not applicable Clause 22.2.3(a)– Not applicable Clause 22.2.3 (b) – Only Applicable for Indian Suppliers : 80% of Material Cost on receipt and acceptance of goods by the consignee at destination and on production of all required documents by the supplier 20% of the balance amount (Material Cost) shall be paid after successful installation, commissioning, training & performance testing, completion of FAT and issue of FAC.

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Sl. No	GCC Clause No.	Topic	SCC Provision
			<p>Full payment pertaining to installation, commissioning, testing, training and performance testing shall be paid only after completion of FAT and issue of FAC subject to statutory deductions. There is no change in remaining clause.</p> <p>Clause 22.3 (a)-Not applicable</p> <p>Clause 22.3 (b) – Only Applicable for Foreign Suppliers : 80% of the price (CIF) shall be paid through irrevocable Letter of Credit (LC) by respective presses (Mysuru / Salboni) against shipment of material and submission of shipping documents.</p> <p>20% of the balance amount shall be paid through Telegraphic Transfer after successful installation, commissioning, training and performance testing, completion of FAT and issue of FAC.</p> <p>Full payment pertaining to installation, commissioning, testing, training and performance testing shall be paid through Telegraphic Transfer after completion of FAT and issue of FAC subject to statutory deductions. There is no change in remaining clause.</p> <p>Clause 22.4 – No change.</p> <p>Clause 22.6 – No change.</p> <p>Clause 22.8 - Pre-shipment inspection certificate or Waiver Certificate</p>
18	23	Delay in the supplier's performance,	No change
19	24.1	Quantum of Liquidated Damages (LD)	<p>No change</p> <p>Any delay in compliance of the Delivery Schedule in Section : VI will attract Liquidated damage of 0.5% per week of delay subject to max 10% of the Order Value in each case</p>
20	25.1	Bank Guarantee and Insurance for Material loaned to Contractor	No change
21	26	Termination for default	No change

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22	27	Termination for insolvency	<p>27. Termination for insolvency</p> <p>27.1 In the event the supplier is aware or apprehends that it is likely to go into liquidation whether on account of liquidation proceeding commenced by a third party or by way of voluntary liquidation, then the supplier shall forthwith inform BRBNMPL as soon as it is aware that a third party has issued notice that it intends to commence liquidation proceedings or well before it files for liquidation.</p> <p>27.2 In the event the Supplier becomes bankrupt or otherwise insolvent, at any time or liquidation proceedings are commenced against it, the contract may be terminated, by giving written notice to the Supplier, without any adverse consequence to BRBNMPL and without being liable to pay any compensation to the supplier provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue prior to termination or thereafter to BRBNMPL.</p> <p>27.3 Upon such termination, BRBNMPL shall be deemed to be the owner of the stores/materials manufactured by the Supplier and retain first right and lien over the stores/materials including the raw material purchased by the Supplier for performance of the contract and require the stores/materials to be delivered under the contract, which is terminated on account of bankruptcy or insolvency or likely bankruptcy or insolvency of the Supplier and such stores in possession of the Supplier shall be earmarked and be delivered to BRBNMPL before the start of the bankruptcy or insolvency process.</p>
23	28,29	Force Majeure, Termination for convenience	No change
24	30.1	Governing language	English Only
25	31, 32	Notices, Code of Ethics	No Change
26	33.1	Resolution of disputes	No Change
27	34,35	Applicable Law, Secrecy,	No Change
28	36	Disposal / Sale of Scrap by Tender	NOT APPLICABLE TO THIS TENDER

29	-----	Escrow Arrangement	<p>37. Escrow Arrangement</p> <p>The Supplier shall deposit with a third party escrow agent mutually agreed to by the parties, a copy of Software and its source code and object code for safe keeping with instructions for it to be released forthwith to BRBNMPL, in the event the Supplier fails to make the source code/object code accessible to BRBNMPL whenever required and/or in the event the Supplier is likely to go into liquidation or goes into liquidation.</p> <p>In the event, the Supplier apprehends that it is likely to go into liquidation whether on account of liquidation proceedings commenced by a third party or in the event it anticipates filing for bankruptcy, then the Supplier shall inform BRBNMPL in advance and engage with it to determine the sale and possession of BRBNMPL's software and its source code. In the event Supplier fails to do so, the third party escrow agent shall be instructed under the Escrow Agreement to release the Software and its source code to BRBNMPL as noted above.</p> <p>For the purpose of this Clause, the term 'Software' shall collectively mean, the full and final version of the Software to be delivered to BRBNMPL in source code and object code forms, together with any and all improvements, corrections, modifications, updates, enhancements or other changes, whether or not included in the full and final version including all System Documentation and User Documentation.</p> <p>The term 'System Documentation' shall mean any and all documentation used in the development and updating of the Software, including but not limited to, customer requirements and specifications design or development specifications, test and error reports, and related correspondence and memoranda. And the term 'User Documentation' shall mean the end-user instruction manual that usually accompanies the Software instructing end users in the use of the Software in both printed and electronic form.</p>
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Section VI: List of Requirements

Schedule No.	Brief description of goods and services	Accounting unit	Quantity	Amount of Earnest Money
01	Design, Supply, Installation, Commissioning, Training and Performance Testing of Automated Intaglio Plate Making System at BRBNMPL, Mysuru and Salboni (Including all the required software and hardware) (Detailed specifications, scope of work etc. are in Section-VII)	No.	02 Nos (One each for Mysuru & Salboni)	₹ 100.00 Lakhs

Note: 1. Bidder must quote systems requires for **both Mysuru and Salboni Press**. In case if bidder is quoting for only requirement of one press (Salboni Press alone or Mysore Press alone) the offer shall be rejected.

2. Bid **without Comprehensive AMC Charges** for 10 years (after expiry of warranty period) is liable for rejection. (Details of AMC in Section – VII)

Required Delivery Schedule:

- On finalization of Tender the “Notification of Award of Contract / LOI” for 02 Nos. of System will be issued. The Purchase Order (PO) for the same will be issued on acceptance of above Notification of Award of Contract, execution of agreement for Supply, Installation and Commissioning of 02 Nos. of System (Mysuru - 01 No and Salboni – 01 Nos.) and on submission of required Performance Guarantee for each System.
- Both the Systems / Machines are to be dispatched (shipped) within maximum of 08 months from the date of **issue of Letter of Intent (LOI)** to both the Sites (Salboni and Mysuru) failing which Liquidated Damage (LD) will be applicable. **The completion time is the essence of the contract.** Installation, testing and commissioning in both the cases should start within 10 days on receipt of the system at Stores of respective location. However, each machine shall be installed, tested and commissioned and Final Acceptance Test (FAT) must be carried out including issuance of Final Acceptance Certificate (FAC) by the vendor / supplier within **90 working days** from date of receipt of item at respective site after which LD clause shall be applicable.

Destination Port:

- Kolkata Sea Port for BRBNMPL, Salboni
- Chennai Sea Port for BRBNMPL, Mysuru

Scope of Supply: The entire responsibility of the choice of hardware and software components lies with the bidder & and should be of latest in technologies. **Scope of Supply shall include besides the equipment offered, all the incidental Services / accessories / software, considered necessary for supply installation and commissioning and the Price quoted in price Bid for the equipment should be inclusive of such services /accessories.** Cost break-up showing costs of all these incidental services/ accessories included in the scope of supply must be indicated in the Financial Bid in Section XI – Price Schedule. **No price details should be given or hinted in Part – I (Techno-Commercial Bid).** Following services/accessories are included in the scope of supply:

- Training - mention scope and extent.
- Any other incidental service (and their scope and extent)
- Additional software and/or accessories etc

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

Section VII: Technical Specifications

TECHNICAL BID

Specifications and Terms and conditions

(Note: Tenderer's attention is drawn to GIT clause 17 and GIT sub-clause 10.1. The Tenderer is to provide the required details, information, confirmations, etc accordingly, failing which the tender is liable to be ignored.)

BACKGROUND:

Bharatiya Reserve Bank Note Mudran Pvt. Ltd., (BRBNMPL) a wholly owned subsidiary of Reserve Bank of India (RBI) intends to procure Total 02 Nos. of Automated Intaglio Platemaking System, One Each for its Two Presses situated at Mysuru in State of Karnataka (approx. 140 Km. from Bengaluru and approx. 500 Km. from Chennai) and at Salboni in State of West Bengal (approx. 150 Km. from Kolkata) as per the details given in this Section. The proposed Automated Intaglio Platemaking System is required for creating Engraved Plate which can be directly used for Intaglio Printing after chromium plating. Further, the plates engraved from the proposed System can be used as Master, if required and multiple plates can be reproduced using Galvano Platemaking Technology. The entire decision of selection of the supplier, placing the order for single system or subsequent systems if any, shall be at the sole discretion of BRBNMPL.

I SCOPE OF WORK:

The scope of work includes design, supply, installation, commissioning, training and testing performance of Automated Intaglio Platemaking System one each at BRBNMPL Presses at Mysuru and Salboni.

- a) The proposed Automated Intaglio Platemaking system should be a fully integrated system with required hardware and software. It should produce high quality multi-up images on metal plate with high accuracy & precision using latest laser engraving technology.
- b) The entire responsibility of the choice of hardware and software components lies with the bidder and should be of latest in technologies.
- c) The engraved metal plate from the proposed system may be used as print ready plate and also as a master for the Galvano Platemaking Technology.
- d) The technology to be used should be of the latest. Any certificate required for completion of project is under supplier's scope.
- e) Automated Intaglio Platemaking system should be robust, ergonomically designed and environment friendly.
- f) Automated Intaglio Platemaking system should be reliable and maintainable. It should give superior engraving quality suitable for security printing.
- g) The application software for process control and display should be suitable for Operation and Maintenance of machine in user friendly manner
- h) Testing and commissioning of the entire system which shall include demonstration of completeness of the system as per BRBNMPL requirements.
- i) Tenderer should provide Service and Spare support for **at least 10 years** from date of expiry of warranty. If required, Tenderer should have full-fledged service network in India.
- j) Packing, forwarding, loading, unloading, positioning of unit to site with commissioning tools are in supplier scope. Labour, Tools & Tackles, Special tools, gauges & jigs including heavy machinery required for Installation and Commissioning shall be in supplier's scope.
- k) The bidder should make clear the requirement of the calibration of system as required if any, same may be detailed in brief, basis at which the calibration is recommended in the technical specification i.e. frequency/ run hours etc.

II. SPECIFICATIONS AND SYSTEM REQUIREMENTS:

A. SYSTEM REQUIREMENTS:

- 1) The proposed of Automated Intaglio Platemaking System is required for creating Engraved Plate which can be directly used for Intaglio Printing after chromium plating.
- 2) After laser engraving from the proposed Automated Intaglio Platemaking system, the metal plate shall also be used as a master for processing in Galvano Platemaking Technology. It shall be electro-formable for producing Nickel Alto /Nickel plate using standard Nickel Bath containing Nickel Sulphamate solution (550-600 gms /liter) having temperature of 50 to 55 degree C and pH of 3.6 to 4.2.
- 3) If required, the plates engraved from the proposed System can be used as Master and multiple plates can be reproduced using Galvano Platemaking Technology.
- 4) The system should be capable of engraving ultra-high resolution images on metal plates without any deviation of original design parameters.
- 5) The offered system should be able to produce well defined depth, profiles, angles, shoulders of intaglio element.
- 6) It should be able to produce correct ink retaining structure, sharpness, curves and other security features.
- 7) It should be able to reproduce variable depth in respect of line, text, shape, portrait, structure, patterns, rosettes, vignettes, guilloches, micro lettering, latent image etc.
- 8) It should be able to handle the distortion factor caused during printing in horizontal, vertical and trapezoidal shape
- 9) The Automated Intaglio Platemaking system should have easy accessibility to mount and un-mount the plate, easy user interface to operate.
- 10) The proposed Automated Intaglio Platemaking system should contain all accessories required to produce, check and measure all parameters of plate before supplying the final plate to user(Intaglio) section. For checking and measuring, user friendly handy instrument shall be provided
- 11) The life of the print ready plate and also plates prepared using Galvano Platemaking Technology from the laser engraved plate should not deteriorate for Minimum LIFE OF 1.5 MILLION IMPRESSIONS.
- 12) After the end of the Warranty Period (one year), it will be mandatory on the part of the contractor to enter into a 10-year Comprehensive Maintenance Contract with BRBNMPL, which will be renewed on annual basis, which shall be reflected in price bid
- 13) The requirements mentioned above and in other clauses in this Section (Section – VII) are indicative and in case of any superior system is offered which meet the actual operational and functional requirement, same may be considered without any Cost Implications.
- 14) Intaglio Machine Make & Model on which plate will be mounted for printing

<u>Intaglio Machine Details</u>	<u>Make & Model</u>
A. KOMORI	: I-332 II and CURRENCY IC-532 III
B. KBA (GIORI)	: Super Orlof - 18 & 20 series
C. Intaglio Printing plate thickness	: Around 0.75 to 0.8 mm
D. Intaglio Printing plate Size	: 850 (W) x 860 or 861 (L) mm

Note : If desired, the intending bidders may visit BRBNMPL, Mysuru on prior appointment for Tender related queries and interact with the technical team to understand the actual requirements of the system before submission of offer.

B. SPECIFICATIONS FOR AUTOMATED INTAGLIO PLATEMAKING SYSTEM :

- 1) The offered Automated Intaglio Platemaking system should be a fully integrated system with required hardware and software for producing high quality multi-up image on metal plates by laser engraving technology.
Type of metal plate to be specified by the supplier which should be suitable to Bank Note related intaglio printing.
- 2) The print result from direct print ready plates and the plates developed from master should match with approved standard specimen and acceptable to BRBNMPL
- 3) **Engraving area:** It should be able to accommodate and engrave the area of large size 1100 mm (Length) x 1000 mm (Width) or more and smaller size of 150 mm (Length) x 240 mm (Width) or less.
- 4) **Media Thickness:** Around 1 mm for print ready plate and 2 mm to use as master for the Galvano Platemaking technology.
- 5) **Resolution:** Min. requirement of 10160 DPI or above & it should be adjustable by user.
- 6) **Engraving Line width :** Min: 15 microns, Max: No limit
- 7) **Engraving depth:** Min: 2 microns, Max: no limit (depth depends upon the thickness of metal plate).
- 8) **Repeatability Accuracy :** +/- 3 microns
- 9) **Mechanical Precision:** +/- 2 microns.
- 10) **Exposure heads:** Class 1 laser equipment conforming to EN standard safety requirements and supporting certificate to be enclosed.
- 11) **Laser : Laser life** time should be more than 20,000 working hours. Laser power monitoring as an instrumental facility for verification of the output power accuracy to ensure high-quality marking and engraving processes to be part of the system. Details if the same is to be submitted.
- 12) **Focus:** Automatic focusing according to plate thickness.
- 13) **Calibration:** System should have automatic calibration before & during laser engraving.
- 14) **Plate clamping device:** Secured and Suitable fail proof clamping system. However, automatic clamping is desirable
- 15) **Plate punching system :** If any punching system is required to be used with the proposed Automated Intaglio Platemaking system, the same may be provided by the supplier. Details of the Plate punching system is to be submitted along with your Techno-Commercial Bid (Part – I) and Cost of the same is to be included in your quote. No separate payment will be done in this regard
In addition, the punches of the proposed Automated Intaglio Platemaking system should not interfere with the position of the punches currently used for mounting plates on Intaglio machine (for both Komori and KBA Giori Intaglio Machines). If required, the supplier can check the details of existing punching system before submitting the tender documents.
- 16) **Polishing :** The supplier has to specify the need to polish Engraved metal plate/Master by manual polishing or by polishing machine.
- 17) The metal plate should be conducive to electroplating by the galvano chrome plating bath and PVD (Physical Vapour Deposition) chrome plating technology and also the metal master should be conducive in Nickel bath during electroforming. Otherwise, the bidder should provide suitable chemicals required to make the metal plate / master conducive to galvano electroforming/electroplating process.

- 18) **Average Life of the plate:** The life of the print ready plate and also plates prepared using galvano platemaking technology from the laser engraved master should not deteriorate for **Minimum 1.5 million impressions** under the press conditions (Intaglio machine parameters) on Intaglio machine. The performance of the plate should be Minimum 1.5 million impressions or more.
- 19) **Throughput Time:** The process time for large size plate (both 1 mm and 2 mm thickness) with Bank note design in multi-ups and with 10160 DPI resolutions in offered Automated Intaglio Platemaking system shall be less than 48 hours including media loading and unloading time.
- 20) **Input Format Data and software:** Our existing 3D software files are of type .tif (Grey scale image) and .str(Final output file). The Automated Intaglio Platemaking system should be capable to accept and process our existing "3D Software" files for image processing.
- If this format is not compatible with the offered Automated Intaglio Platemaking system, the supplier is required to supply the required software to integrate with our existing software in such a way that the details of original design and engraving parameters, ink retaining structures should exactly match with our existing file should exactly match with our existing file. Cost of the same is to be included in your quote. No separate payment will be done in this regard.
- The offer should include highly sophisticated individual artistic software to transform two dimensional portraits, drawings, vignettes or any other design elements into three dimensional intaglio elements with well-defined engraving depths, profiles, angles and shoulders.
- 21) After engraving of metal plate in the offered system, the engraving parameters like, depth, profiles, line width, design details etc., should be identical to the 3-Dimensional input files
- 22) **Computer systems:**
- a) **Work Server:** Server should be of latest technology with high end configuration to process the high resolution image files, RAID Controller, latest windows operating system, compatible to Automated Intaglio Platemaking system for image processing.
 - b) **Laser Engraving Unit Monitor/ Console configuration:** Latest version of Storage with at least 1 TB usable storage.
 - c) **RAM:** Latest version RAM of minimum 8GB or more
 - c) **Network and data transfer:** It should be compatible to existing Ethernet LAN network. The speed of data transfer should be minimum 1GB/sec
- 23) **User Interface (UI)** - The offered User Interface (UI) should comply to MINIMUM following requirements :
- i) The Operating panel should be in Standard English language
 - ii) The proposed system should have self-diagnostic tools to display error list in case of any problem.
 - iii) Machine logs for all the activities should be available and able to **transfer details** in offline mode (external device) like CDs, USB ports etc for further studies
 - iv) It should have automatic control system for the engraving process and record of primary and critical parameters for analysis and problem diagnosis.
 - v) Provision for operation with password protection.
 - vi) Any other user friendly Interface for easy and smooth operation of the system.

- 24) **Reports** - The Offered System should be able to generate job reports at the end of engraving process with MINIMUM following details:
- Laser setting parameters.
 - Engraving time details.
 - Engraving details
 - Calibration details.
 - Job Identification No.

C. GENERAL REQUIREMENTS

- Automated Intaglio Platemaking system should have all safety features in accordance with international standards and norms. Any certificate including calibration with traceability through accredited agency required for completion of project is under supplier's scope
- Automated Intaglio Platemaking system should comply with all national and international legislations for data protection, environment and safety.
- The offer and quote should be inclusive of all the accessories and the Auxiliary / supporting equipment to be used with proposed Automated Intaglio Platemaking system as a complete setup. Exact workflow for each equipment with manufacturer details are to be provided.
- The entire system and its sub-units shall be of reputed make only.
- The proposed Automated Intaglio Platemaking system should have required venting system, Extraction unit and Debris collection unit.
- Chemical residues and effluent produced during engraving and plate processing should be environment friendly. The proposed Automated Intaglio Platemaking system shall be equipped with a system to dispose residues and effluents in compliance with International environmental norms/standards.
- Offered system shall be protected against power failure and voltage fluctuations. For power failure, UPS of suitable capacity and backup-time (min. 30 minutes) to be provided. Details of the UPS is to be submitted along with your Techno-Commercial Bid (Part – I). **(Quote should include the cost of suitable UPS)**
- Free software upgradation, if any, for Five Years from the date of FAC
- Details/Documents to be submitted with Techno-Commercial Bid:**
 - GA drawing of machine
 - Machine Layout Drawing with details of major components.
 - List of fast moving & critical spares, consumables (No cost is to be submitted)
 - Authorization / Dealership / Distributor certificate of the original manufacturer (Not applicable for original manufacturer).
 - Complete catalogue / Product data sheet of the offered model.
 - "Client List" with address and Service Network in India, if any
 - Documents in compliance to your eligibility in this Tender
 - List of Utility requirements (Electrical Power, Compressed air, Water etc.)
- Submittals (along with supply AND in English Language only)**
 - GA drawing of machine
 - Drawings :
 - GA drawing with dimensions.
 - Wiring diagrams: Complete electrical drawings with part list
 - Mechanical drawings with part list
 - Test certificate of the manufacture, if any
 - Software / Program back up, required licenses etc

- iii) Operation and maintenance Manuals (3 sets): Include start-up instructions, operational and installation guides, maintenance data, preventive/scheduled maintenance checklist with schedule in manufacturer's standard format, parts list, drawings, control accessories and troubleshooting guide.
Soft copies of all the manuals including all details as mentioned above are be provided in searchable PDF files format in CD/DVDs/USB drives
- iv) List of bought out items both Mechanical and Electrical is to be provided with all details
- v) Warranty Certificate (after Installation) : 1 year from date of FAC

D. COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT:

- a) The system shall be under warranty for **One year** from the date of final acceptance and **TEN Years Comprehensive** Annual Maintenance Contract after warranty period which will be renewed on annual basis based on satisfactory performance.
- b) During Comprehensive AMC period of 10 year, contractor has to undertake Preventive Maintenance (min. 4 visits per year) & Breakdown Maintenance, if any. Contractor shall ensure the availability of necessary spares during AMC period.
- c) Before the expiry of warranty of each machine, the successful bidder shall furnish Security Deposit for an amount equal to 10% of AMC charges quoted for first year. For the subsequent years, Security Deposit to be submitted by the successful bidder shall be equal to 10% of the AMC charges quoted for the respective years.
- d) While quoting charges towards **Comprehensive AMC for a period of 10 years** bidder should consider cost of fast Wearing and Critical Spare Parts.
- e) Bidders are required to quote year wise Comprehensive AMC charges in Table – A of Section XI: Price Schedule and the total of same is to be reflected in original quote. L1 Evaluation of Bids will be done based on OVERALL L1 including quote for Comprehensive AMC charges.
- f) During the AMC/Warranty period the technical persons should be available with spares at BRBNMPL, Mysuru within 48 hours after registering a complaint. In case of delayed for rectification of faults within 3 days of attending the fault liquidated damages not by the way of penalty, it will be at the rate of 0.5% of the total contract price for each completed week of delay as part there of subject to ceiling of 10% of the total AMC price shall be levied.
- g) Payment for AMC shall be made against submission of bill on quarterly basis on pro-rate quoted rate for the year (Table – A of Section XI: Price Schedule).

III. HARDWARE AND SOFTWARE REQUIREMENTS:

The system should consist of suitable hardware and software capable of meeting BRBNMPL specification and requirements. The bidder shall provide back up and all source codes for all user interface applications in hard copy as well as in soft copy. The successful bidders shall provide software license in the Name of BRBNMPL for image processing, operating system etc. Software updates including optional updates, if any, to be provided during the warranty period without any additional fee.

IV. INSTALLATION AND COMMISSIONING:

A. BRBNMPL SCOPE

- a) On receipt of the LOI / Purchase Order Supplier has to intimate the Layout Drawing with respect to available room space for each press along with actual dimensions of m/c etc. to BRBNMPL in order to arrange utility services (Power, Air, Water) nearer to machine.

- b) Supplier is also required to submit detailed time-bound activity schedule (viz. PERT Chart) expected to be carried out for Supply and Erection of the System at both sites (Salboni and Mysuru) in order make site ready for Installation by BRBNMPL. Supplier is required to adhere to the submitted schedule site wise.
- c) **Only Single point INPUT for utility services (Power, Air, Water) nearer to machine will be provided by BRBNMPL.**
- d) Input Electrical Power supply details including cable size, no. of phases, earthing, end fittings for electrical power supply are to be intimated to BRBNMPL on receipt of LOI / Purchase Order in order to make these available for installation.
- e) Further for Air and Water supply requirement etc. along with end fittings for the same are to be intimated to BRBNMPL on receipt of LOI / Purchase Order in order to make these available for installation
- f) **Services available at Site :**
 - i. Available power supply: 3 Phase with Earth, 415 ± 10 Volts AC, 50 ± 1 Hz.
OR
Single Phase with Earth, 220 ± 10 Volts AC, 50 ± 1 Hz.
 - ii. Air pressure : Centralised at $6-8 \text{ kg/cm}^2$
 - iii. Chilled water supply : Centralised at $10^0 \text{ C} - 12^0 \text{ C}$
 - iv. Normal Water : at 2 bar pressure
 - v. Working Environment : Temperature - $22^0 \pm 1.5^0 \text{ C}$ and Humidity - $55 \% \pm 5 \text{ RH}$
 - vi. In case of any other specific requirements, the same will be under the scope of supplier and should be mentioned in the tender document by the supplier

B. SUPPLIER SCOPE

- a) Supply and laying of all water and pneumatic connections from the customer supply point.
- b) Supply and laying of all the power cables from the customer junction box to the machine with trays and conduit in a neat and tidy manner. Basic electrical safety with International safety standards to be followed
- c) Supply of all the required control cables and power cables with necessary certificates.
- d) Safe and reliable connection of all Power Cables and Control Cables by use of numbered terminals on all the junction boxes and terminals.
- e) Any civil works required for installation of system is under supplier's scope except the Civil works related to opening of walls is only under scope of BRBNMPL.
- f) Vibration dampers are to be suitably provided to absorb vibration in the m/c during running.
- g) Installation of Transport Fan (Dust & Fume) and the ductwork is under Supplier's Scope.
- h) Packing, forwarding, loading, unloading, placing Unit at site, positioning of unit at place of installation, unpacking and removal of packing material from site are in supplier scope.
- i) Labour, Tools & Tackles, Special tools, gauges & jigs including heavy machinery required for Unloading, Handling of equipment at site, Installation and Commissioning shall be in supplier's scope
- j) Initial Commissioning spares and consumables (like Lube oil, Filter driers, oil filters etc.) required for completion of successful commissioning, FAT and commencement of regular running of the System shall be in supplier's scope. Cost to be included in quote
- k) Contractor shall have no objection in involving BRBNMPL employees during installation, commissioning, testing, trial of the system at our site & maint. activities during warranty and AMC period.
- l) Any minor modification / addition / alteration required for successful completion of the contract and smooth operation of the machine, are to be carried out by the supplier with out any additional cost implication to BRBNMPL.

C. FINAL ACCEPTANCE TEST (FAT) :

- a) Notwithstanding the Pre-Shipment Inspection, on completion of commissioning a Final Acceptance Test (FAT) is to be carried out at BRBNMPL's premises in presence of the Supplier where the system is tested and checked for performance guarantee to comply with tender specification at respective BRBNMPL site.
- b) During FAT all specifications as claimed by the bidder in their offer in SECTION – VII of this tender will be checked. The plates generated during FAT should achieve at least 1.5 million impressions on intaglio printing machine) and satisfactory print quality on Intaglio machine.
- c) The Terms and Conditions of FAT is as per Section : VIII (Quality Control Requirements).
- d) **FAC :** After successful completion of FAT, a commissioning document called Final Acceptance Certificate (FAC) will be issued by BRBNMPL. FAC will be issued based on the quality of engraving, plate finish and satisfactory performance on intaglio printing machine

V. CONSUMABLE:

- a) The bidder has to supply **initial commissioning spares and consumables** with in the contract price as may be required for completion of successful commissioning and commencement of regular running of the System. No separate payment will be done.
- b) Apart from the above supply of items for commissioning, bidder is required to supply the raw metal plates - 100 nos. of larger size (75 nos. of 1mm thickness and 25 nos. of 2mm thickness) along with all other consumable required for processing of plates **for normal production** along with the equipment. **Bidder should include cost of these in their quote.**
 - 1. Approximate dimensions of 1mm thickness Plate : 870mm x 1000mm.
 - 2. Approximate dimensions of 2mm thickness Plate : 935mm x 1060mm.
- c) Bidder shall provide the list consumables (Plate cleaning solution, polishing cream, grinding solution, chemical etc.) along with the Techno-Commercial Bid (Part-I).
- d) Bidder should indicate rates of above plates (both 1mm & 2mm thickness) and consumables mentioned in 'c' above, along with the price bid and the same **shall remain firm for a period of 6 Years from the date of FAC. These rates will not be considered for evaluation of bid.**

VI. SERVICE AND SPARE SUPPORT:

- a) **Warranty:** Manufacturer stands for warranty **for one year** from the date of Final Acceptance Certificate (FAC), at respective site/Press, in which **manufacturer** agrees to repair or replace components that fail in materials or workmanship within specified warranty period.
- b) Complaints during warranty period should be attended within 48 hours from the date and time of lodging complaint. If not suitable penalty will be levied. During Warranty Period, contractor has to undertake Preventive Maintenance (min. 4 visits) & Breakdown Maintenance, if any.
- c) **Service and Spare support by OEM:** The bidder shall give a commitment that they shall provide technical support for the offered systems / accessories and make available required spares and consumables for a period of **at least 10 years** from date of expiry of warranty.
- d) Guarantee should be given by the bidder that before going out of production of the spare parts adequate advance notice to be given to the purchaser.
- e) **Tool Kit:** Separate Standard Tool Kit with suitable Mechanical / Electrical tools and tackles along with special tools and gauges for maintenance of System is to be supplied along with each Machine. No separate payment shall be done for same.

VII. TRAINING AT BRBNMPL SITE:

The Supplier shall provide Classroom / hands-on Operational and Maintenance training for at least One Week including Software and its uses, safety requirements, Preventive Maintenance Training to designated BRBNMPL Personnel during and after the installation, commissioning,

testing, trial of the system at our premises. Facilities at BRBNMPL training centre could also be utilized for this purpose.

Supplier shall have no objection for involving BRBNMPL employees during installation, commissioning, testing, trial, subsequent maintenance of system during warranty and AMC period.

VIII. Pre-shipment Inspection and Training at Supplier Site :

At BRBNMPL's discretion, a team of BRBNMPL personnel (02 operational and 02 maintenance) may be deputed for one-week training for each machine supply at the manufacturer premises of successful bidder for **pre-shipment training** for Operation and Maintenance. This training should include all operational, maintenance & servicing, programming, software and its use for engraving development, laser utility & safety etc. The bidder shall confirm its readiness of the system for such training and BRBNMPL if desires depute personnel within thirty (30) days of receipt of such confirmation or intimate the waiver. Successful bidder should intimate the number of Operation and Maintenance personnel can be trained at one go. BRBNMPL shall bear cost of travel for boarding and lodging costs incurred in connection with the pre-shipment inspection. Bidder shall make necessary arrangements for the local transport during the visit of the team to bidder premises.

At BRBNMPL's discretion, a team of BRBNMPL personnel may conduct **pre-shipment inspection** of the system at the designated premises of the successful bidder or issue inspection waiver certificate at its discretion. The bidder shall confirm its readiness to operate the system for such inspection and BRBNMPL if desires to inspect, shall dispatch the inspection team to manufacturer's site within thirty (30) days of receipt of such confirmation or intimate the waiver. BRBNMPL shall bear cost of travel for boarding and lodging costs incurred in connection with the pre-shipment inspection. Bidder shall make necessary arrangements for the local transport during the visit of the team to bidder premises. During pre-shipment inspection, all the technical documents are to be produced for clearance and acceptance by the BRBNMPL's inspection team. The norms to be followed during pre-shipment inspection will be finalized with consultation of bidder, which is to be followed scrupulously during Pre-shipment inspection.

COMPLIANCE STATEMENT**(To be filled, signed & stamped and submitted along with Technical Bid Part -I)****I. Compliance to Specifications :**

Sl No	Requirements of BRBNMPL	OFFERED by the Bidder	REMARKS (if any)
A. SYSTEM REQUIREMENTS			
1.	Bidder must quote systems requires for both Mysuru and Salboni Press . In case if bidder is quoting for only requirement of one press (Salboni Press alone or Mysore Press alone) the offer shall be rejected	Agreed	
2.	Bid without Comprehensive AMC Charges for 10 years (after expiry of warranty period) is liable for rejection. (Details of AMC in Section – VII)	Agreed	
3.	Notification of Award of Contract / LOI” for 02 Nos. of System will be issued. The Purchase Order (PO) for the same will be issued on acceptance of above Notification of Award of Contract, execution of agreement for Supply, Installation and Commissioning of 02 Nos. of System (Mysuru - 01 No and Salboni – 01 Nos.) and on submission of required Performance Guarantee for each System.	Agreed	
4.	Both the Systems / Machines are to be dispatched (shipped) within maximum of 08 months from the date of issue of Letter of Intent (LOI) to both the Sites (Salboni and Mysuru) failing which Liquidated Damage (LD) will be applicable.	Agreed	
5.	Installation, testing and commissioning in both the cases should start within 10 days on receipt of the system at Stores of respective location. However, each machine shall be installed, tested and commissioned and Final Acceptance Test (FAT) must be carried out including issuance of Final Acceptance Certificate (FAC) by the vendor / supplier within 90 working days from date of receipt of item at respective site after which LD clause shall be applicable.	Agreed	
6.	The offered of Automated Intaglio Platemaking System is for creating Engraved Plate which can be directly used for Intaglio Printing after chromium plating.	Agreed	
7.	After laser engraving from the offered Automated Intaglio Platemaking system, the metal plate can be used as a Master for processing in Galvano Platemaking Technology.	Agreed	
8.	If required, the plates engraved from the Offered System can be used as Master and multiple plates can be reproduced using Galvano Platemaking Technology.	Agreed	
9.	The system should be capable of engraving ultra-high resolution images on metal plates without any deviation of original design parameters.	Agreed	
10.	The offered system should be able to produce well defined depth, profiles, angles, shoulders of intaglio element	Agreed	

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11.	The offered system be able to produce correct ink retaining structure, sharpness, curves and other security features.	Agreed	
12.	The offered system be able to reproduce variable depth in respect of line, text, shape, portrait, structure, patterns, rosettes, vignettes, guilloches, micro lettering, latent image	Agreed	
13.	Offered system be able to handle distortion factor caused during printing in horizontal, vertical and trapezoidal shape.	Agreed	
14.	The offered system should have easy accessibility to mount and un-mount plate, easy user interface to operate.	Agreed	
15.	The offered system should contain all accessories required to produce, check and measure all parameters of plate before supplying the final plate to Intaglio section.	Agreed	
16.	The life of the print ready plate and also plates prepared using Galvano Platemaking Technology from the laser engraved plate should not deteriorate for MINIMUM LIFE OF 1.5 MILLION IMPRESSIONS.	Agreed	
17.	Plates engraved from the Offered System can be used in intaglio machine of both Komori and KBA Giori make with Intaglio Printing plate thickness of around 0.75 to 0.8 mm.	Agreed	
B. SPECIFICATION			
1.	The offered Automated Intaglio Platemaking system should be a fully integrated system with required hardware and software for producing high quality multi-up image on metal plates by laser engraving technology.	Agreed	
2.	Type of metal plate suitable to Currency related intaglio printing) in Sl. No. : 1 above & to be specified by the Bidder.	Metal Plate Type : _____ (Please specify)	
3.	Engraving area : Offered equipment should be capable of laser engraving on metal plate of size: Larger size: 1100 mm (Length) x 1000 mm (Width) or more, smaller size: 150 mm (Length) x 240 mm (Width) or less.	Engraving Area : Larger - _____ Smaller - _____ (Please specify)	
4.	Media Thickness : Around 1 mm for print ready plate and 2 mm to use as master for Galvano Platemaking technology	Agreed	
5.	Resolution of offered system : Minimum requirement is 10160 DPI or above and it should be adjustable by user.	Resolution : _____ DPI (Please specify)	
6.	Resolution of offered system should be adjustable by user.	Agreed	
7.	Engraving Line width of offered system - Min : 15 microns, Max : No limit.	Line Width : Min. - _____ micron Max. - _____ micron (Please specify)	

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8.	Engraving Depth of offered system - Min : 2 microns, Max : No limit.	Engraving Depth : Min. - _____ micron Max. - _____ micron (Please specify)	
9.	Repeatability Accuracy of offered system should be +/- 3 microns .	Repeatability : +/- _____ micron (Please specify)	
10.	Mechanical Precision of offered system should be +/- 2 microns.	Mech. Precision : +/- _____ micron (Please specify)	
11.	Exposure heads of offered system should be Class 1 laser equipment conforming to EN standard safety requirements.	Agreed	
12.	Supporting certificate of Safety of Exposure heads of offered system is enclosed.	Agreed	
13.	Laser life time of offered system should be more than 20,000 working hours.	Agreed Laser Life Time : _____ Hrs. (Please specify)	
14.	Focus of offered system should be Automatic focusing according to plate thickness.	Agreed	
15.	Calibration : The offered system should have automatic calibration before and during laser engraving.	Agreed	
16.	Offered system should have Secured and Suitable fail proof Plate Clamping system . Automatic clamping is desirable.	Agreed Clamping System : _____ (Please specify)	
17.	Life of the print ready plate and also plates prepared using galvano platemaking technology from the laser engraved master from Offered system should have Minimum Life of 1.5 Million Impressions without deteriorating quality.	Agreed Plate Life : _____ Million Impressions (Please specify)	
18.	Throughput Time for large size plate (both 1 mm and 2 mm thickness) with Bank note design in multi-ups and with 10160 DPI resolutions in offered system shall be less than 48 hours including media loading and unloading time.	Throughput Time : _____ (Please specify)	
19.	Any punching system is required to be used with offered system, is to be provided by the Bidder. Details of the Plate punching system is to be submitted along with Techno-	Agreed	

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	Commercial Bid (Part – I) and Cost of the same is to be included in the quote (Part – II).		
20.	The punches of the offered system should not interfere with the position of the punches currently used for mounting plates on Intaglio machine. If required, the bidder can check the details of existing punching system before submitting the tender documents.	Agreed	
21.	Grinding & Polishing : The supplier has to specify the need to grind & polish Engraved metal plate/Master.	YES / NO	
22.	Final printing plate thickness required for Intaglio printing after grinding : Around 0.75 to 0.8 mm.	Agreed	
23.	The metal plate should be conducive to electroplating by the galvano-chrome plating bath, PVD (Physical Vapour Deposition) chrome plating technology and metal master in Nickel bath during electroforming.	YES / NO	
24.	If, metal plate / master is not conducive bidder should mention chemicals required to make it conducive to galvano electroforming / electroplating process.	Agreed <hr/> (Chemical Req'd.)	
25.	The offered Automated Intaglio Platemaking system should be capable to accept and process our existing “3D Software” files (.tif - Grey scale image and .str - Final output file) for image processing.	Agreed	
26.	If our existing format is not compatible with the offered Automated Intaglio Platemaking system, the supplier is required to supply the required software to integrate with our existing software. Cost of the same is to be included in the quote (Part – II).	Agreed	
27.	The offer should include highly sophisticated individual artistic software to transform two dimensional portraits, drawings, vignettes or any other design elements into three dimensional intaglio elements with well-defined engraving depths, profiles, angles and shoulders.	Agreed	
28.	After engraving of metal plate in the offered system, the engraving parameters like, depth, profiles, line width, design details etc., should be identical to the 3-Dimensional input files.	Agreed	
29.	Work Server of offered system should be latest technology with high end configuration to process the high resolution image files, RAID Controller, latest windows operating system, compatible to Automated Intaglio Platemaking system for image processing.	Agreed	
30.	Laser Engraving Unit Monitor/ Console of offered system should be Latest version of Storage with at least 1 TB usable storage.	Agreed Storage : <hr/> _____TB (Please specify)	

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31.	RAM of offered system should be Latest version RAM of at least 8GB.	Agreed RAM : _____GB (Please specify)	
32.	Network and data transfer of offered system should be compatible to existing Ethernet LAN network. The speed of data transfer should be minimum 1GB/sec.	Agreed Data transfer speed _____GB / Sec (Please specify)	
33.	User Interface (UI) of offered system should comply to MINIMUM following requirements i) The Operating panel should be in Standard English language ii) The proposed system should have self-diagnostic tools to display error list in case of any problem. iii) Machine logs for all the activities should be available and able to transfer details in offline mode (external device) like CDs, USB ports etc for further studies iv) It should have automatic control system for the engraving process and record of primary and critical parameters for analysis and problem diagnosis. v) Provision for operation with password protection. Any other user friendly Interface for easy and smooth operation of the system.	Agreed	
34.	The Offered System should be able to generate job reports at the end of engraving process with Minimum following details : i) Laser setting parameters. ii) Engraving time details. iii) Engraving details. iv) Calibration details. v) Job Identification No.	Agreed	
GENERAL REQUIREMENTS			
35.	The Offered system should have all safety features in accordance with international standards and norms. Any certificate required for completion of project is under supplier's scope.	Agreed	
36.	Automated Intaglio Platemaking system should comply with all national and international legislations for data protection, environment and safety	Agreed	
37.	The offer and quote should be inclusive of all the accessories and the Auxiliary / supporting equipment to be used with offered system as a complete setup. Exact workflow for each equipment with manufacturer details is to be provided.	Agreed	
38.	The entire system and its sub-units shall be of reputed make only.	Agreed	
39.	The proposed Automated Intaglio Platemaking system should have required venting system, Extraction unit and	Agreed	

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	Debris collection unit		
40.	Chemical residues & effluent produced during engraving & plate processing should be environment friendly complying with International environmental norms/standards.	Agreed	
41.	The offered system shall be protected against power failure and voltage fluctuations.	Agreed	
42.	For power failure, UPS of suitable capacity and backup-time (min. 30 minutes) to be provided. Details of the UPS is to be submitted along with your Techno-Commercial Bid (Part – I). (Quote should include the cost of suitable UPS).	Agreed	
43.	Free software upgradation, if any, for Five years from the date of FAC.	Agreed	
44.	Details/Documents to be submitted with Techno-Commercial Bid: <ol style="list-style-type: none"> i. GA drawing of machine ii. Machine Layout Drawing with details of major components. iii. List of fast moving & critical spares, consumables (<u>No cost is to be submitted</u>) iv. Authorization / Dealership / Distributor certificate of the original manufacturer (Not applicable for original manufacturer). v. Complete catalogue / Product data sheet of the offered model. vi. “Client List” with address and Service Network in India, if any vii. Documents in compliance to your eligibility in this Tender viii. List of Utility requirements (Electrical Power, Compressed air, Water etc.) 	Agreed	
45.	Submittals (along with supply AND in English Language only) <ol style="list-style-type: none"> i. GA drawing of machine/system ii. Drawings: <ol style="list-style-type: none"> a. GA drawing with dimensions. b. Wiring diagrams: Complete electrical drawings with part list c. Mechanical drawings with part list d. Test certificate of the manufacture, if any e. Software / Program back up, required licenses etc iii. Operation and maintenance Manuals (3 sets): Include start-up instructions, operational and installation guides, maintenance data, preventive/scheduled maintenance checklist with schedule in manufacturer’s standard format, parts list, drawings, control accessories and troubleshooting guide. iv. Soft copies of all the manuals including all details as mentioned above are to be provided in searchable PDF 	Agreed	

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	files format in CD/DVDs/USB drives		
	v. List of bought out items both Mechanical and Electrical is to be provided with all details		
	vi. Warranty Certificate (after Installation) : 1 year from date of FAC		
HARDWARE AND SOFTWARE			
46.	The system should consist of suitable hardware and software capable of meeting BRBNMPL specification and requirements. The successful bidders shall provide software license in the Name of BRBNMPL for image processing, operating system etc.	Agreed	
47.	The successful bidder shall provide back up for applications in hard copy as well as in soft copy.	Agreed	
48.	The bidder shall provide back up for applications in hard copy as well as in soft copy.	Agreed	
49.	Software updates including optional updates, if any, to be provided during the warranty period without any additional fee.	Agreed	
INSTALLATION AND COMMISSIONING			
<u>BRBNMPL SCOPE and SUPPLIER SCOPE</u>			
50.	On receipt of the LOI / Purchase Order Supplier has to intimate the Layout Drawing with respect to available room space for each press along with actual dimensions of m/c etc. to BRBNMPL in order to arrange utility services (Power, Air and Water) nearer to machine.	Agreed	
51.	Supplier is also required to submit detailed time-bound activity schedule (viz. PERT Chart) expected to be carried out for Supply and Erection of the System at both sites (Salboni and Mysuru) in order make site ready for Installation by BRBNMPL. Supplier is required to adhere to the submitted schedule site wise.	Agreed	
52.	Only Single point INPUT for utility services (Power, Air and Water) nearer to machine will be provided by BRBNMPL. Supply and laying of Power, water and pneumatic connections from the customer supply point under suppliers' scope.	Agreed	
53.	Input Electrical Power supply details including cable size, no. of phases, earthing, end fittings for electrical power supply are to be intimated to BRBNMPL on receipt of LOI / PO in order to make these available for installation.	Agreed	
54.	Supply and laying of all water and pneumatic connections from the customer supply point.	Agreed	
55.	Supply and laying of all the power cables from the customer junction box to the machine with trays and conduit in a neat and tidy manner. Basic electrical safety with International safety standards to be followed	Agreed	
56.	Supply of all the required control cables and power cables with necessary certificates.	Agreed	
57.	Safe and reliable connection of all Power Cables and Control	Agreed	

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	Cables by use of numbered terminals on all the junction boxes and terminals.		
58.	Any civil works required for installation of system is under supplier's scope except the Civil works related to opening of walls is only under scope of BRBNMPL.	Agreed	
59.	Vibration dampers are to be suitably provided to absorb vibration in the m/c during running.	Agreed	
60.	Installation of Transport Fan (Dust & Fume) and the ductwork is under Supplier's Scope.	Agreed	
61.	Packing, forwarding, loading, unloading, placing Unit at site, positioning of unit at place of installation, unpacking and removal of packing material from site are in supplier scope.	Agreed	
62.	Labour, Tools & Tackles, Special tools, gauges & jigs including heavy machinery required for Unloading, Handling of equipment at site, Installation and Commissioning shall be in supplier's scope	Agreed	
63.	Initial Commissioning spares and consumables (like Lube oil, Filter driers, oil filters etc.) required for completion of successful commissioning, FAT and commencement of regular running of the System shall be in supplier's scope. Cost to be included in quote	Agreed	
64.	Contractor shall have no objection in involving BRBNMPL employees during installation, commissioning, testing, trial of the system at our site & maint. activities during warranty and AMC period.	Agreed	
65.	Any minor modification / addition / alteration required for successful completion of the contract and smooth operation of the machine, are to be carried out by the supplier without any additional cost implication to BRBNMPL.	Agreed	
CONSUMABLE			
66.	The bidder has to supply initial commissioning spares and consumables with in the contract price as may be required for completion of successful commissioning and commencement of regular running of the System. No separate payment will be done.	Agreed	
67.	Apart from the above supply of items for commissioning, bidder is required to supply the raw metal plates - 100 nos. of larger size (75 nos. of 1mm thickness and 25 nos. of 2mm thickness) along with all other consumable required for processing of plates for normal production along with the equipment. Bidder should include cost of these in their quote. 1. Approximate dimensions of 1mm thickness Plate: 870mm x 1000mm. 2. Approximate dimensions of 2mm thickness Plate: 935mm x 1060mm.	Agreed	
68.	Bidder shall provide the list consumables (Plate cleaning solution, polishing cream, grinding solution, chemical etc.) along with the Techno-Commercial Bid (Part-I)	Agreed	

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69.	Bidder should indicate rates of above plates (both 1mm & 2mm thickness) and consumables mentioned in 'c' above, along with the price bid and the same shall remain firm for a period of 6 Years from the date of FAC. These rates will not be considered for evaluation of bid.	Agreed	
<u>SERVICE AND SPARE SUPPORT</u>			
70.	Warranty: Manufacturer stands for warranty for one year from the date of Final Acceptance Certificate (FAC), at respective site/Press, in which manufacturer agrees to repair or replace components that fail in materials or workmanship within specified warranty period	Agreed	
71.	Complaints during warranty period should be attended within 48 hours from the date and time of lodging complaint. If not suitable penalty will be levied. During Warranty Period, contractor has to undertake Preventive Maintenance (min. 4 visits) & Breakdown Maintenance, if any.	Agreed	
72.	Service and Spare support by OEM: The bidder shall give a commitment that they shall provide technical support for the offered systems / accessories and make available required spares and consumables for a period of at least 10 years from date of expiry of warranty.	Agreed	
73.	Guarantee should be given by the bidder that before going out of production of the spare parts adequate advance notice to be given to the purchaser.	Agreed	
74.	Tool Kit: Separate Standard Tool Kit with suitable Mechanical / Electrical tools and tackles along with special tools and gauges for maintenance of System is to be supplied along with each Machine. No separate payment shall be done for same.	Agreed	
<u>TRAINING AT BRBNMPL SITE</u>			
75.	The Supplier shall provide Classroom / hands-on Operational and Maintenance training for at least One Week including Software and its uses, safety requirements, Preventive Maintenance Training to designated BRBNMPL Personnel during and after the installation, commissioning, testing, trial of the system at our premises. Facilities at BRBNMPL training centre could also be utilized for this purpose.	Agreed	
76.	Supplier shall have no objection for involving BRBNMPL employees during installation, commissioning, testing, trial, subsequent maintenance of system during warranty and AMC period.	Agreed	
<u>Pre-shipment Inspection and Training at Supplier Site</u>			
77.	At BRBNMPL's discretion, a team of BRBNMPL personnel (02 operational and 02 maintenance) may be deputed for one-week training for each machine supply at the manufacturer premises of successful bidder for pre-shipment training for Operation and Maintenance. This training should include all operational, maintenance & servicing, programming, software and its use for engraving development, laser utility & safety etc. The bidder	Agreed	

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	shall confirm its readiness of the system for such training and BRBNMPL if desires depute personnel within thirty (30) days of receipt of such confirmation or intimate the waiver. Successful bidder should intimate the number of Operation and Maintenance personnel can be trained at one go.		
78.	At BRBNMPL's discretion, a team of BRBNMPL personnel may conduct pre-shipment inspection of the system at the designated premises of the successful bidder or issue inspection waiver certificate at its discretion. The bidder shall confirm its readiness to operate the system for such inspection and BRBNMPL if desires to inspect, shall dispatch the inspection team to manufacturer's site within thirty (30) days of receipt of such confirmation or intimate the waiver. BRBNMPL shall bear cost of travel for boarding and lodging costs incurred in connection with the pre-shipment inspection. Bidder shall make necessary arrangements for the local transport during the visit of the team to bidder premises. During pre-shipment inspection, all the technical documents are to be produced for clearance and acceptance by the BRBNMPL's inspection team.	Agreed	
C. SCOPE OF WORK			
1.	The proposed Automated Intaglio Platemaking system should be a fully integrated system with required hardware and software. It should produce high quality multi-up images on metal plate with high accuracy & precision using latest laser engraving technology.	Agreed	
2.	The entire responsibility of the choice of hardware and software components lies with the bidder and should be of latest in technologies.	Agreed	
3.	The engraved metal plate from the proposed system may be used as print ready plate and also as a master for the Galvano Platemaking Technology.	Agreed	
4.	The technology to be used should be of the latest. Any certificate required for completion of project is under supplier's scope.	Agreed	
5.	Offered system should be robust, ergonomically designed and environment friendly.	Agreed	
6.	Offered system should be reliable and maintainable. It should give superior engraving quality suitable for security printing.	Agreed	
7.	The application software for process control and display should be suitable for Operation and Maintenance of machine in user friendly manner.	Agreed	
8.	Testing and commissioning of the entire system which shall include demonstration of completeness of the system as per BRBNMPL requirements.	Agreed	
9.	Tenderer should provide Service and Spare support for at least 10 years from date of expiry of warranty. If required, Tenderer should have full-fledged service network in India.	Agreed	
10.	Packing, forwarding, loading, unloading, positioning of unit to site with commissioning tools are in supplier scope.	Agreed	

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11.	Labour, Tools & Tackles, Special tools, gauges & jigs including heavy machinery required for Installation and Commissioning shall be in supplier's scope.	Agreed	
12.	The bidder should make clear the requirement of the calibration of system as required if any, same may be detailed in brief, basis at which the calibration is recommended in the technical specification i.e. frequency/run hours etc.	Agreed	
13.	After the end of the Warranty Period (one year), it will be mandatory on the part of the contractor to enter into a <u>10 year Comprehensive Maintenance Contract</u> with BRBNMPL as per Terms and Condition of in Section – VII of the Tender, which will be renewed on annual basis, which shall be reflected in price bid.	Agreed	
IMPORTANT NOTE TO BIDDER			
a)	BRBNMPL reserves the right to reject any application without assigning any reasons what so ever and without any intimation on National security considerations or any other ground.	Agreed	
b)	It shall be the sole responsibility of the Supplier to ensure safety of all his workers. Supplier shall ensure that all workmen engaged by him use protective equipment as required. Any untoward incident arising out of improper supervision or inadequate safety measures will be the sole responsibility of the Supplier. The Supplier shall conform to all the Labour Laws and shall remain solely responsible for the obligation under the relevant statutory provisions.	Agreed	
c)	BRBNMPL is a security organization and the Govt. of Karnataka/Govt. of West Bengal declares the premise as Prohibited Area. Hence Supplier has to abide by the security and safety rules of the Company.	Agreed	
d)	Any damages to Company's Assets arising out of negligence, improper handling etc. will be viewed seriously. In such a case, the entire expenditure incurred for rectifying the damage will be borne by the Supplier. Decision of BRBNMPL on the factual position of negligence on the part of contractor's personnel will be final	Agreed	
e)	Tenderer's attention is drawn to GIT clause 17 and GIT sub-clause 10.1. The Tenderer is to provide the required details, information, confirmations, etc. accordingly, failing which the tender is liable to be ignored	Agreed	

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D. OTHER REQUIREMENTS:			
1.	Notwithstanding the Pre-Shipment Inspection, on completion of commissioning a Final Acceptance Test (FAT) is to be carried out at BRBNMPL's premises in presence of Supplier where the system is tested & checked for performance guarantee of the claims by bidder in their offer against tender specification at respective BRBNMPL site.	Agreed	
2.	Power Requirements and Effective power Consumption of Offered System.	Power Requirement _____ Kwh. Power Consumption _____ Kwh/hr. (Please specify)	
3.	FAT to be carried out as per the Terms and Conditions in Section : VIII (Quality Control Requirements) of Tender.	Agreed	
4.	During FAT, Engraving on minimum 10 plates have to be performed. Print-check of at least 3 engraved plate thus created during FAT will be done intaglio printing machine.	Agreed	
5.	The plates should achieve at least 1.5 million impressions on intaglio printing machine during FAT and satisfactory print quality on Intaglio machine.	Agreed	
6.	Arrangement for Carrying Out Pre-Shipment Test by BRBNMPL and training to BRBNMPL personnel at Manufacturer Site.	Agreed	
7.	During Warranty Period, contractor has to undertake Preventive Maintenance (min. 3 visits) & Breakdown Maintenance, if any.	Agreed	
8.	Contractor shall have no objection in involving BRBNMPL employee during installation/commissioning, testing/trial, maintenance of system during warranty & AMC period.	Agreed	
9.	Three sets of operation and maintenance manual including electrical schematic & electrical wiring diagram, detailed mechanical assembly drawing, schedule for preventive maintenance with checklist, list of errors and its rectification procedure, list of normal consumables & fast wearing spares, detailed spare part list etc. to be supplied along with machine.	Agreed	
10.	Soft copies of all the manuals including all details as mentioned above are to be provided in searchable PDF files format in CD/DVDs/USB drives.	Agreed	
11.	List of bought out items both Mechanical and Electrical is to be provided with all details	Agreed	
12.	Bidder shall provide the list of consumables along with Technical Bid (Part-I).	Agreed	
13.	Bidder should indicate rates of plates (both 1mm & 2mm thickness) and above consumables, along with the price bid and the same shall remain firm for a period of 6 Years from the date of FAC. These rates will not be considered for evaluation of bid.	Agreed	

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E. QUALIFICATION/ELIGIBILITY CRITERIA				
Sl No	Description	Offer by the Bidder	Remarks (Applicable/ Not Applicable)	Supporting document Page No.
1.	The firm should have either manufactured or supplied and installed & commissioned at least one Similar Automated Intaglio Plate Making System for Bank Note Printing during the last Five years ending 31.10.2019.	Agreed		
2.	Further, in addition to above, the firm should submit a performance certificate for satisfactory running of the supplied system from the Bank Note Printing organisation wherein the above claimed system is supplied and installed.	Agreed		
3.	The bidder firm shall submit the credentials regarding experience and past performance to the extent required as per the eligibility criteria.	Agreed		
4.	All experience, past performance and capacity/capability related data should be certified by the authorized signatory of the bidder firm.	Agreed		
5.	The Indian manufacturer / supplier Automated Intaglio Plate Making System for Bank Note Printing under Make in India scheme are exempted to provide any proof of supply to other countries/exports w.r.t. experience and past performance criteria, subject to meeting of quality and technical specifications in the Tender.	Agreed		
6.	However, As this tender is declared and considered as a critical security equipment (Security Printing Related) . Relaxation to Start-ups [whether Micro & Small Enterprises (SMEs) or otherwise] is restricted.	Agreed		
7.	The bidder firm must have an annual capacity to manufacture or to supply at least 01 Nos. of Automated Intaglio Plate Making System.	Agreed		
8.	Average Annual Turnover of the Bidder firm during last three years ending 31.03.2019 should be more than INR 15.00 Crore.	Agreed		
9.	The bidders applying under “Make in India” scheme are exempted from Average Annual Turnover requirements, subject to meeting of quality and technical specifications in the Tender.	Agreed		
10.	Bidder Firm should not have suffered any financial loss for more than one year during the last three years ending 31.03.2019.	Agreed		

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11.	The net worth of the firm should not have eroded by more than 30% in the last three years ending 31.03.2019	Agreed																										
12.	For the purpose of analysing financial loss, Net profit (Profit after Tax) will be considered. However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing Credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.	Agreed																										
13.	All financial standing data (including all extract pages) should be certified by certified accountant's e.g. Chartered Accounts (CA) in India and Certified Public Accountant/Chartered Accountants of other countries.	Agreed																										
14.	<div>The bidders to enclose certified audited balance sheets, financial statements, P/ L accounts by CA / CPA along with below mentioned details certified by CA / CPA with Unique Document Identification Number(UDIN)</div> <table border="1"><thead><tr><th>Sl. No.</th><th>Year</th><th>Annual Turnover</th><th>Profit / Loss</th><th>Net Worth</th><th>Remarks</th></tr></thead><tbody><tr><td>1.</td><td>2016-17 or 2017</td><td></td><td></td><td></td><td></td></tr><tr><td>2.</td><td>2017-18 or 2018</td><td></td><td></td><td></td><td></td></tr><tr><td>3.</td><td>2018-19 or 2019</td><td></td><td></td><td></td><td></td></tr></tbody></table> <div>Signature of Certified Accountant: Name : Name of Firm : Reg. No of firm : Membership No. : UDIN : Place : Date :</div>	Sl. No.	Year	Annual Turnover	Profit / Loss	Net Worth	Remarks	1.	2016-17 or 2017					2.	2017-18 or 2018					3.	2018-19 or 2019					Agreed		
Sl. No.	Year	Annual Turnover	Profit / Loss	Net Worth	Remarks																							
1.	2016-17 or 2017																											
2.	2017-18 or 2018																											
3.	2018-19 or 2019																											
15.	<div>The provisions of the public procurement (preference to make in India) order 2017 dated June 15, 2017 by the department of Industrial Policy and promotion (DIPP), GOI vide circular reference No. P-45021/2/2017-B.E.-II shall apply to this Tender.</div> <div>Price Preference to MSE is applicable to this tender vide Ministry of Micro Small and Medium Enterprises letter no. D.O.21(1)/2011*MA dt.25/04/2012.</div>	Agreed																										

Tender No. GT/005/ MYS/MMD/2019-20 dated 26/03/2020

II. Compliance to Terms and Conditions :

Sl No	Requirements of BRBNMPL	OFFERED by the Bidder	Remarks (if any)
1.	Scope of Work : Design, Supply, Installation, Commissioning, Training & Testing Performance of Automated Intaglio Platemaking System one each at BRBNMPL Presses at Mysuru and Salboni. Bidder has to specify the Make and Model of Automated Intaglio Platemaking System (Standard / Custom Built).	Accepted Make: _____ Model: _____ or Custom Built	
2.	Bidder is required to quote for both the presses. Quoting for only one press requirement, the offer shall be rejected.	Accepted	
3.	Bidder is required to quote for Comprehensive AMC for 10 Year period from end of Warranty Period for both the presses. While quoting Bidder should consider cost of fast Wearing and Critical Spare Parts. Quoting for AMC for only one press' the offer shall be rejected.	Accepted	
4.	Bidder is required to quote for plates and consumables <u>separately in the price bid</u> . Not quoting for the same may lead to rejection of bid. However, these rates will not be considered for evaluation of bid.	Accepted	
5.	Delivery Period - As per Tender Condition as in Clause: Required Delivery Schedule of Section VI: List of Requirements).	Accepted	
6.	Warranty clause as mentioned in tender (One year from the date of FAC, at respective site, for Each Individual System)	Accepted	
7.	Performance Security Clause as mentioned in tender (ref. Clause No.6 of Section V - GCC and Sl. No. 2 of Section V - SCC).	Accepted	
8.	Security Deposit (10% of AMC charges quoted for respective year) to be submitted before expiry of Warranty for 1 st Year and before expiry of AMC period for subsequent years.	Accepted	
9.	Payment terms as mentioned in tender.	Accepted	
10.	Validity of offer 180 days from date of opening of tender. Date:- _____	Accepted	
11.	Validity of BG against EMD 225 days from date of opening of tender exclusive of claim period (60 days). Date:- _____	Accepted	
12.	Liquidated Damage Clause as mentioned in tender.	Accepted	
13.	Expenditure incurred for rectifying the damage to Company's Assets arising out of negligence, improper handling etc. will be borne by Supplier.	Accepted	
14.	We have gone through entire tender document thoroughly including GIT (Section II - General Instructions to Tenderer), GCC (Section IV - General Conditions of Contract) & confirm that we don't have counter conditions.	Accepted	
15.	We have noted that BRBNMPL is not bound to accept lowest/any tender it may receive against above-referred tender enquiry (ref. Section X).	Accepted	
16.	We will abide by all safety and security norms of BRBNMPL.	Accepted	

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.

We also confirm that we have submitted Price Bid (Part-II) for offered item in the prescribed format of this tender.

Authorized signatory & stamp.

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

Section VIII: Quality Control Requirements

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

Terms and Condition for FAT (Final Acceptance Test) and FAC (Final Acceptance Certificate) are hereunder :

FAT: Notwithstanding the Pre-Shipment Inspection, upon completion of design, installation and commissioning work, BRBNMPL will conduct testing of the system in presence of bidder's personnel. The FAT will be carried out on the system at **respective BRBNMPL site** to the satisfaction of BRBNMPL. If any parameters are not fulfilled, the FAT shall be conducted again after rectification to the satisfaction of BRBNMPL

- a) The consumable including plates and spares required to carryout FAT to be supplied by the supplier on non-chargeable basis.
- b) BRBNMPL will provide one no. of sample non-security 3-Dimensional design and three nos. of single up Indian Bank Note 3-Dimensional design in grey scale format with engraving profiles, depth details, ink retaining structures, imposition details, distortion factor, gripper margin, various layouts marking, Identification marks, calibration scale etc., to the supplier.
- c) During FAT, the following metal plates to be engraved on Automated Intaglio Platemaking system.
 - i) 04 nos. of small size metal plates of thickness 1 mm
 - ii) 01 no. of large size metal plate of thickness 2 mm to use as master.
 - iii) 03 nos of large size metal plates of thickness 1 mm to use as direct print ready plates.
- d) Initially, the supplier shall process the above design files for engraving on small size metal plates directly or by converting into suitable format using the new offered 3-Dimensional software for engraving. During conversion, the supplier has to ensure that all the engraving parameters should exactly match with the existing digital 3-Dimensional design file.
- e) The engraved small size plates will be sent to Paper and Ink testing lab, BRBNMPL to get detailed information on parameters like line width, depth, profiles, complex ink holding structures, profile variation, repeatability, design details etc. and will be compared with the parameters of input 3-Dimensional design files and the output of the existing system installed at BRBNMPL for evaluation purpose. Evaluation of small size plates will be completed only after obtaining the satisfactory report of all engraved plates from Paper and ink Testing lab, BRBNMPL. If the prepared engraved metal plates don't match with the input 3-Dimensional digital files and the output of the existing system, then supplier is to redo the procedure to the satisfaction of BRBNMPL.
- f) On successful completion of Single up test, the supplier shall engrave multi-up design on large size metal plates of 2 mm thickness for using as master. The master will be tested in electroforming Nickel bath to prepare Nickel Alto to check its suitability for the galvano platemaking technology. Further 03 nos. of Nickel Plates will be developed using this Nickel Alto through Electroforming Process to check the print quality on Intaglio machine.
- g) After successful completion of Master as above (Sl. No. f), the supplier shall separately engrave multi-up design on 03 nos. of large size metal plates of 1 mm thickness to use as

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direct print ready plates to be used on the Intaglio Machine after completing all other post-processing required for mounting the same on intaglio machine for further FAT checking.

- h) The direct print ready plates produced from Automated Intaglio Platemaking system as above (Sl. No. g) should achieve at least 1.5 million impressions on Intaglio printing machine during FAT.
- i) All the direct print ready plates, master and the plates prepared from master will be checked for quality and parameters as specified in the tender documents.
- j) The direct print ready plates and the plates prepared from master will be used to take the final print on water marked paper in Intaglio Machine to assess final print quality.
- k) The print result from direct print ready plates and the plates developed from master should match with approved standard specimen and acceptable to BRBNMPL.

The performance of the system as a whole on an integrated basis shall be demonstrated where the system is tested and checked for performance guarantee to comply with tender specification without any interruption. Successful bidder shall supervise and direct the operation during the performance test, and shall take full responsibility in this regard. During the performance test BRBNMPL shall provide necessary operating and maintenance personnel. Successful bidder shall provide and install all measuring instruments required for testing the guaranteed performance, which are not included among the permanent measuring instruments of the units.

Subject to the provisions in the contract, if during the test period an interruption or reduced performances should occur due to any reason solely attributable to BRBNMPL, the test periods will be extended accordingly at the discretion of BRBNMPL. Such time of interruptions for reduced performance and the production achieved during this period shall be discarded in evaluating the test.

If for reasons for which the bidder is responsible, the performance values cannot be achieved in whole or in part during the performance guarantee tests, successful bidder shall repeat the test in whole in order to demonstrate the performance values which are not reached. Before repeating the tests, bidder shall take all measures as may be needed in order that the performance values can be achieved at their cost. It is the responsibility of bidder to show the performance guarantee within 3 attempts and **90 working days** from date of receipt of item at respective site.

If even after three repetitive attempts of rectification one or several of the essential performance values cannot be achieved, in the opinion of BRBNMPL, then this will be treated as a breach of agreement by successful bidder and BRBNMPL will be at liberty to decide the future course of action as deemed fit

FAC: Upon satisfactory completion of FAT at respective site, BRBNMPL shall issue FAC (Final Acceptance certificate) for the system within one-week subject completion of Training during Installation and FAT.

Note: Tenderer's attention is drawn to GIT clause 17 and GIT sub-clause 10.1.

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

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

Section IX: Qualification/ Eligibility Criteria

The tenderer needs to agree to all essential conditions specifically incorporated in this tender enquiry. Some of the salient requirements are as under –

Sl. No	Item Categories	ESSENTIAL QUALIFICATION CRITERIA FOR Design, Supply, Installation, Commissioning, Training and Performance Testing of Automated Intaglio Plate Making System at BRBNMPL, Mysuru and Salboni
1	Experience & Past Performance	<p>The firm should have either manufactured or supplied and installed & commissioned at least one Similar Automated Intaglio Plate Making System for Bank Note Printing during the last Five years ending 31.10.2019.</p> <p>Further, in addition to above, the firm should submit a performance certificate for satisfactory running of the supplied system from the Bank Note Printing organisation wherein the above claimed system is supplied and installed.</p> <p>The bidder firm shall submit the credentials regarding experience and past performance to the extent required as per the eligibility criteria.</p> <p>All experience, past performance and capacity/capability related data should be certified by the authorized signatory of the bidder firm.</p> <p>The Indian manufacturer / supplier Automated Intaglio Plate Making System for Bank Note Printing under Make in India scheme are exempted to provide any proof of supply to other countries/exports w.r.t. experience and past performance criteria, subject to meeting of quality and technical specifications in the Tender.</p> <p>However, As this tender is declared and considered as a critical security equipment (Security Printing Related). Relaxation to Start-ups [whether Micro & Small Enterprises (SMEs) or otherwise] is restricted.</p>
2	Capability – Equipment & Manufacturing facilities	<p>The bidder firm must have an annual capacity to manufacture or to supply at least 01 Nos. of Automated Intaglio Plate Making System.</p>
3	Financial Standing	<p>i) Average Annual Turnover of the Bidder firm during last three years ending 31.03.2019 should be more than INR 15.00 Crore.</p> <ul style="list-style-type: none"> • The bidders applying under “Make in India” scheme are exempted from Average Annual Turnover requirements, subject to meeting of quality and technical specifications in the Tender. • Similar relaxation may be extended to foreign bidders if they are willing to setup the manufacturing plant in India within two years’ time from the date of finalization of agreement. (if they fail, a suitable penalty will be imposed) <p>ii) Bidder Firm should not have suffered any financial loss for more than one year during the last three years ending 31.03.2019.</p> <p>iii) The net worth of the firm should not have eroded by more than 30% in the last three years ending 31.03.2019.</p> <p>iv) For the purpose of analysing financial loss, Net profit (Profit after Tax) will be considered. However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing Credentials of a Holding Company</p>

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		<p>can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.</p> <p>All financial standing data (including all extract pages) should be certified by certified accountant's e.g. Chartered Accounts (CA) in India and Certified Public Accountant/Chartered Accountants of other countries.</p> <p>The bidders to enclose certified audited balance sheets, financial statements, P/ L accounts by CA / CPA along with below mentioned details certified by CA / CPA with Unique Document Identification Number(UDIN)</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 5%;">Sl. No.</th> <th style="width: 20%;">Year</th> <th style="width: 10%;">Annual Turnover</th> <th style="width: 10%;">Profit / Loss</th> <th style="width: 10%;">Net Worth</th> <th style="width: 15%;">Remarks</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>2016-17 or 2017</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">2.</td> <td>2017-18 or 2018</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">3.</td> <td>2018-19 or 2019</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Signature of Certified Accountant:</p> <p>Name :</p> <p>Name of Firm :</p> <p>Reg. No of firm :</p> <p>Membership No. :</p> <p>UDIN :</p> <p>Place :</p> <p>Date :</p>	Sl. No.	Year	Annual Turnover	Profit / Loss	Net Worth	Remarks	1.	2016-17 or 2017					2.	2017-18 or 2018					3.	2018-19 or 2019				
Sl. No.	Year	Annual Turnover	Profit / Loss	Net Worth	Remarks																					
1.	2016-17 or 2017																									
2.	2017-18 or 2018																									
3.	2018-19 or 2019																									
4	<p>Preference to make in India & MSE</p>	<p>Price Preference to MSE is applicable to this tender vide Ministry of Micro Small and Medium Enterprises letter no. D.O.21(1)/2011*MA dt.25/04/2012.</p> <p>The provisions of the public procurement (preference to make in India) order 2017 dated June 15, 2017 by the department of Industrial Policy and promotion (DIPP), GOI vide circular reference No. P-45021/2/2017-B.E.-II shall apply to this Tender</p>																								

Important Note: *Considering the time required for preparation of financial statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the financial statements of the preceding financial year are not available with the bidder then the financial turnover of the previous three financial years excluding the preceding financial year will be considered. In such cases, the net worth / turnover of the previous financial year excluding the preceding financial year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that the financial statements for the financial year____ (as the case may be) has actually not been audited so far.*

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I. Requirements to be submitted along with the TECHNICAL BID (PART – I):

- i) Bidder shall submit Earnest Money Deposit - As per GIT 18 & related SIT Clause (Section-III)
- ii) Bidder shall submit Cost of Tender Paper - As per Section – I Clause – 3.
- iii) Bidder shall comply with the Scope of Supply & Delivery Schedule – As per Section VI – List of Requirements, Specifications and Terms and conditions - As per Section VII, Quality Control Requirements – As per Section VIII and Qualification/ Eligibility Criteria – As per Section IX.
- iv) Bidder shall submit duly signed Pre-Contract Integrity Pact as per format in Section – XX.
- v) The intending bidders have to submit complete solution on turnkey basis, for supply of Tendered System as per the scope of the work.
- vi) Bidder shall ensure that all pages of tender document are sequentially numbered, duly signed & sealed for having read and understood all terms & conditions of tender document.
- vii) Bidder shall provide clause wise Technical compliance commentary for the technical specifications indicated in Section VII. The intending bidders shall submit all technical details, product catalogues, specifications etc., of the proposed systems offered for evaluation.
- viii) All experience, past performance, capacity/capability related data along with all documents in support of qualification criteria need to be submitted along with the bid document should be certified by the authorized signatory of the bidder firm.
- ix) Bidder shall provide clause wise Technical compliance commentary for the technical specifications indicated in Section VII.
- x) The intending bidders shall submit all technical details, product catalogues, specifications etc of the proposed systems offered for evaluation.
- xi) Bidder shall confirm that the Tender validity is given as in the SIT (Section – III).
- xii) The bidder shall provide details of supply of **similar Automated Intaglio Plate Making System** in the past including to neighbouring countries of India during the last five years. Further in support of above you may attach copies of the Customer Satisfaction Reports/Final Acceptance Certificate/any other Certificate indicating satisfactory completion of the Project/Contract.
- xiii) Bidder shall confirm that BRBNMPL if desires can verify credentials regarding experience and past performance to the extent required as per eligibility criteria submitted by bidder from the parties for whom work has been done. Necessary details regarding supply of **similar Automated Intaglio Plate Making System in last 5 Years** are to be furnished.
- xiv) **The bidders shall enclose audited balance sheets, financial statements, P/ L accounts certified by certified accountant's e.g. Chartered Accounts (CA) in India and Certified Public Accountant/Chartered Accountants of other countries.**
- xv) The bidder shall provide the complete details and address of the locations of the manufacturing units.
- xvi) Product support, after sales support and infrastructure – Details may be provided.

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- xvii) Quality Accreditations. (ISO certificates, accreditation to International Quality Communities, etc) are preferable and details if any may be provided.
- xviii) Bidder shall confirm that BRBNMPL if desires can inspect the manufacturer's works of the bidder. Necessary details regarding this are to be furnished.
- xix) Indian bidders are required to furnish the proof of valid Registration certificate under Income Tax PAN, GST, MSME / NSIC, Certificate under Make in India / Verification of Local Content, if any, for Tendered items along with their technical offer for claiming exemptions.
- xx) Original Manufacturers may submit their offer directly or through their ONLY ONE authorized distributor. Necessary authorization certificate to be submitted in this effect.
- xxi) Bidder, if not manufacturer, should submit valid Authorized Dealership / Distributorship / channel partnership Certificate of Original Equipment Manufacturer (OEM). One bidder cannot represent more than one Original Manufacturer.
- xxii) Bidder shall submit the following declarations / undertakings along with tender application
 - a. The Bidder should indicate that authorized signatory is competent and legally authorized to submit the tender and / or to enter into legally binding contract. The bid shall be legally binding on the Bidder and are required to submit the authorization letter to that effect.
 - b. A declaration that the Bidder is not in the list of blacklisted /debarred firms of Government of India or any Government Agency anywhere in the world.
 - c. Undertaking that the bidder is accepting all the terms and conditions of this tender and abides by it without any counter conditions.
 - d. Undertaking that the information given in the documents is correct and the Bidder is aware that any information provided is found to be false at a later stage BRBNMPL reserves the right to reject / disqualify the Bidder at any stage of the tendering process without assigning any reason.
 - e. A self-declaration that no agents are engaged or proposed to be engaged for participation in this tender.
 - f. A self-declaration that applicant will absolve the purchaser against any infringement of patent right and other contract provision
 - g. The Company/firm/organization undertakes not to reveal the information in the tender documents to any third party.
 - h. The operation of the bidder in Pakistan or China, if any, should be suitably firewalled from the contract / operations with Government of India. Bidder shall also declare that no employee who has previously worked or been posted in Pakistan or China in any capacity will be engaged by the Company for this project and also the employees who will be working in this project will not be assigned to work in Pakistan or China.
 - i. The bidder shall submit an undertaking that if there is any change in its Board of Directors / Key personnel and change in ultimate beneficial ownership of 10% and above, then such changes will be intimated without any delay to the Purchaser
 - j A duly signed and stamped confidentiality statement as below is to be furnished.

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Confidentiality Statement

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

For and on behalf of M/s.....

Yours faithfully,

()

Seal

Name

Signature with date

Black-Listing Declaration

We confirm that that our firm has not been blacklisted / debarred by BRBNMPL / Government of India / any Government Agency anywhere in the world in the past 5 years ending as on date.

For and on behalf of M/s.....

Yours faithfully,

()

Seal

Name

Signature with date

Tender No. GT/005/ MYS/MMD/2019-20 dated 26/03/2020

Firewall Declaration

We hereby declare that operation of our firm in Pakistan or China, if any, are firewalled from the contract / operations with Government of India. We also declare that no employee who has previously worked or been posted in Pakistan or China in any capacity will be engaged by the Company for this project and also the employees who will be working in this project will not be assigned to work in Pakistan or China.

For and on behalf of M/s.....

Yours faithfully,

()

Seal

Name

Signature with date

Tender No. GT/005/ MYS/MMD/2019-20 dated 26/03/2020

Annexure: A

(To be in the Company letter head)

Date :

DECLARATION & UNDERTAKING BY MICRO & SMALL SCALE ENTERPRISES/STARTUP COMPANIES

S.no.	Particulars	Details
1	Nature of organization Proprietary / Partnership / Private Limited Companies / Public Limited Company / Others
2	Organization belong to Micro / Small / Medium scale Industry / Start-ups/ others (Please tick mark appropriate box. If bidder is Startup & MSE, then please tick mark both)	<input type="radio"/> Micro <input type="radio"/> Small Scale <input type="radio"/> Medium <input type="radio"/> Startup Company <input type="radio"/> Others
3	Whether Manufacturer for the tendered items (supply) / Service Provider for the tendered services as per MSE certification. (Please tick mark the appropriate)	<input type="radio"/> Manufacturer for supply items <input type="radio"/> Service Provider for services <input type="radio"/> Trader/reseller/authorized agent/distributor <input type="radio"/> Non MSE Bidder
4	In case belong to Micro / Small/Medium Scale Enterprises whether you are registered under SC / ST Category (Please tick mark the appropriate)	<input type="radio"/> Yes <input type="radio"/> No if yes, <input type="radio"/> SC <input type="radio"/> ST <input type="radio"/> Women Entrepreneur
5	Registration / Certificate No.	
6	Date of Registration	
7	Registration Valid up to	
8	Registration Certificate Issuing Authority	

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A) CATEGORISATION OF MSE/SC-ST VENDORS

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

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

B) CATEGORISATION OF START-UP COMPANIES

Bidder who intends to participate as 'Start-up' company should also enclose the Certificate of recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.

C) DECLARATION IN CASE OF MSE BIDDERS/ START-UP COMPANIES

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

- a) We are a Micro / Small Enterprise, as on bid closing date of this tender.
- b) We are a Manufacturer of the quoted supply item(s)/service provider for quoted services and valid documentary evidence for same is submitted.
- c) MSE certificate submitted by us is authentic & valid as on bid closing date of this tender.
- d) We are a 'Start-up' company and we are enclosing copy of certificate of recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.

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

Authorized Signatory

(With Company Seal & Signature)

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Important Notes / Instructions for the Bidders:

- a) Bidders shall ensure that the **Price Bids (Section XI) are submitted separately** and not enclosed with Technical Bid (Part – I).
- b) Bidder shall ensure that no Price indication in the Technical Bid. Any Price indication in the Technical Bid (Part – I) will be summarily rejected.
- c) Incomplete tender or tenders not submitted in accordance with the directions issued shall be liable for rejection. Bidder to furnish stipulated documents in support of fulfilment of qualifying criteria. Non-submission or incomplete submission of documents may lead to rejection of offer
- d) Bidder shall note that BRBNMPL reserves the right to visit the manufacturing facilities of the bidder and the facilities where the bidder has supplied the machinery for verifying the claims of the bidder. This will be a part of Technical Bid Evaluation.
- e) Bidders may visit the site and obtain full detail of the actual location and requirements and discuss the other issues with concerned officer during working hour (0900 hrs to 1600 hrs) on any working day before submitting the bid. Further, bidders must satisfy themselves about all the details required to fill the tender before quoting. Ignorance in this regard at later stage will not be entertained
- f) The Bidders shall be shortlisted on the basis of satisfactory fulfilment of requirements mentioned in The Technical Bid (Part I). The price bids (Part II) of technically qualified bidders only shall be opened.
- g) The BRBNMPL reserves the right to accept/reject/cancel any or all tenders without assigning any reason thereof. The BRBNMPL also reserves the right to accept the tender in whole or part. The BRBNMPL is not bound to accept the lowest bidder or any tender or assign any reason for non- acceptance.
- h) Mere qualifying as Lowest Bidder in terms of price may not qualify for issue of work order. Tenders can be rejected on national security ground
- i) Delay due to Postal/Courier etc, will not be entertained. Tender received after the due date and time will be rejected
- j) Duly filled in Tender Documents should be submitted to :

GENERAL MANAGER

BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED

(Wholly owned Subsidiary of Reserve Bank of India)

Note Mudran Nagar, Mysuru 570 003, Karnataka, India

Tel No: +91 - 0821-2582905, 2582915, 2582925

Fax No: +91- 0821- 2582099

EMAIL: mysorepress@brbnmpl.co.in

Website: : www.brbnmpl.co.in

Tender No. GT/005/ MYS/MMD/2019-20 dated 26/03/2020

Section X: Tender Form

Date

To

.....
.....
.....

(complete address of BRBNMPL)

Ref: Your Tender document No. GT/005/ MYS/MMD/2019-20 dated 26.03.2020

We, the undersigned have examined the above mentioned tender enquiry document, including amendment No. -----, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver (description of goods and services) in conformity with your above referred document for the sum (refer our Financial Bid) submitted in Section XI as Part-II (total 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

.....

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Section XI: Price Schedule

IN CASE OF FOREIGN SUPPLIERS (QUOTING IN FOREIGN CURRENCY)–

Important Note :

In case if the bidders quote in currency other than Indian Rupees (INR), such quoted prices will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the Bill Selling exchange rates established by the State Bank of India, as on the date of opening of Price Bid (Part-II) opening for L1 determination. In case of any bank holiday, the previous working day's closing price will be considered.

Currency : _____

Sl. No	Description	Quantity & Unit	Unit Rate	Total Price
1	Automated Intaglio Plate Making System (One each at BRBNMPL Presses at Mysuru & Salboni) Make & Model : _____ (Should be same as per technical offer) To be quoted on FOB price by indicating the Sea-Port of loading : _____	02 Nos.		
2	Freight charges from Seaport of loading to discharge Seaport **	02 Nos.		
3	Insurance Charges from Manufacturer Premises to Destination (Unloading point at respective press) **	02 Nos.		
4	Total CIF Price - Supply (Sl. No. 1 + 2 + 3)			
5	Installation, commissioning, training & Testing charges at BRBNMPL presses. (Inclusive of GST @ 18% for Total System as in Sl. No. 1)	02 Nos.		
6	Training charges at Manufacturer's Facility (Inclusive of applicable taxes at Manufactures Facility, if any)	02 Nos.		
7	Total CIF Price – Supply, Installation, Commission., Testing, Training (Sl. No. 4 + 5 + 6)			
8	Comprehensive AMC for 10 Year period from end of Warranty Period *	02 Nos.		
9	Grand Total for Two Systems Inclusive of All (Sl. No. 7 + 8)			
10	Grand Total for Two Systems (In words) at Sl. No. 9 :			

* : Bidder needs to put the total quoted value at Sl. No. 11 of Table – A for AMC.

** : 1) Freight – 01 No. for Salboni (Kolkata Port) and 01 No. for Mysuru (Chennai Port)

2) Insurance :Up to Unloading point at respective press & Sum insured to be 110% of FOB value at Sl. No.-1

3) Bidder may enclose separate sheet to show destination seaport wise Freight & Insurance charges.

Signature of Supplier with Name of the Firm:

Date:-

Place

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Note:

The following factors will be loaded while arriving at the total landing cost –

1. Bidder is required to quote (including Comprehensive AMC charges) for both the presses.
Quoting for only one press' requirement (e.g. Salboni Press alone or Mysore Press alone) the offer shall be rejected. L1 Evaluation of Bids will be done based on OVERALL L1 including quote for Comprehensive AMC charges. All quote in Foreign Currency will be converted into Indian Rupees as per Bill Selling exchange rates established by the State Bank of India, as on date of opening of Price Bid (Part-II).
2. Indicative Procedure for L1 determination –
Customs duties @ 27.735 % (7.5% Basic + 10% Social Welfare Surcharge + 18% GST) on assessable value will be added. (Assessable Value = CIF value in Sl. No. 4 of quote). Duties and Taxes on date of opening of Price Bid will be considered.
 - (+) 2 % on assessable value as cost towards C&F, Clearing Charges, Agency Charges (including GST), Unloading Charges and any other charges.
 - (+) Installation, Commissioning (in Sl. No. 5 of quote) and Training charges (in Sl. No. 6 of quote) - both considering applicable GST as on date of opening of Price Bid.
 - (+) Comprehensive AMC charges for 10 Year period from end of Warranty Period (in Sl. No. 8 of quote) - with of applicable GST as on date of opening of Price Bid.
3. Insurance and Local transport from destination port to Unloading point at respective presses :
 - i) It is the responsibility of the bidder to ensure that all the machineries/equipment are packed appropriately so as to ensure the goods are received in good condition at respective BRBNMPL premises.
 - ii) Settlement of insurance claims, if any, till unloading point at respective BRBNMPL (Mysuru/Salboni) premises shall be the responsibility of the bidder.
 - iii) BRBNMPL shall be responsible for shipment handling at Indian port/s and movement of consignment from Indian port/s to BRBNMPL Press premises and unloading of consignment under the supervision of successful bidder.
 - iv) After unloading at respective BRBNMPL Press premises, the transit insurance arranged by bidders shall cease to exit.
4. In case if the foreign supplier desires to quote the price in Indian Rupees inclusive of all expenses FOR DESTINATION i.e. FOR BRBNMPL MYSURU / SALBONI, it may be noted that the entire system has to be imported through his representative office in India and the entire responsibility of import and supply lies with the representative office in India. In case the foreign supplier becomes L1, then the entire payment shall be released in Indian Rupees only to the Indian Representative Office.
5. Statutory Deduction (TDS-IT, GST-TDS, GST-RCM etc.), if any and as applicable, as per Indian Law, shall be deducted at source and a TDS certificate will be issued by respective press.
6. In case of foreign suppliers, quoting in Currency other than Indian Rupees (INR), GST as applicable and as prevailing will be paid under reverse charge mechanism (RCM) to Indian Government by purchaser for erection, installation, commissioning, training charges and AMC.
7. The successful bidder should raise the Invoice in the name of respective BRBNMPL Presses (Mysuru / Salboni) by quoting GSTIN of respective Press Office against Supply, Installation & Commissioning, Training and AMC etc.

Signature of Supplier with Name of the Firm:

Date :

Place :

Tender No. GT/005/ MYS/MMD/2019-20 dated 26/03/2020

IN CASE OF INDIAN SUPPLIERS –

Important Note:

- The final price shall be all inclusive price FOR BRBNMPL, Mysuru Press AND Salboni Press which has to be quoted in Indian Rupees. The price shall be inclusive of all duties and taxes, freight, insurance, clearing and forwarding charges, GST, octroi etc.
- Bidder is required to quote (including Comprehensive AMC charges) for both the presses. **Quoting for only one press' requirement (e.g. Salboni Press alone or Mysore Press alone) the offer shall be rejected.** L1 Evaluation of Bids will be done based on **OVERALL L1** including quote for Comprehensive AMC charges.

Sl. No.	Description	HSN / SAC CODE	Quantity & Unit	Unit Rate (₹)	Total Price (₹)
1	Automated Intaglio Plate Making System (One each at BRBNMPL Presses at Mysuru & Salboni) Make & Model : _____ (Should be same as per technical offer). To be quoted on FOR DESTINATION (Mysore/Salboni press) (all-inclusive price including GST & other applicable taxes and unloading, duties, freight, insurance, octroi etc. till final place of destination) in Indian Rupees ** (Price Breakup to be given in separate sheet)		02 Nos.		
2	Installation, commissioning and Testing charges (Inclusive of GST @ 18% for Total System as in Sl. No. 1)		02 Nos.		
3	Training charges (Inclusive of GST @ 18% for Total System as in Sl. No. 1)		02 Nos.		
4	Comprehensive AMC for 10 Year period from end of Warranty Period (Inclusive of GST @ 18%) *		02 Nos.		
Total price (Sl. No. 1 + 2 + 3 + 4)					
Total price (In words) :					

* : Bidder needs to add GST @ 18% on the total quoted value at Sl. No. 11 of Table – A for AMC

** : Bidder needs to clearly mention GST rate(s) along with HSN/SAC Code considered in quote

Signature of Supplier with Name of the Firm :

Date :

Place :

Note :

- The successful bidder should raise the Invoice in the name of respective BRBNMPL Presses (Mysuru / Salboni) against Supply and Installation/Training
- Statutory Deduction (TDS-IT, GST-TDS, etc.) as applicable, as per Indian Law, shall be deducted at source and a TDS certificate will be issued by respective press.
- In case of Indian suppliers, GST as applicable and as prevailing will be payable extra and to be charged to BRBNMPL.
- Details of training to be provided to be specified – Place of training, No. of employees, Hours of training, Training material etc.
- The Rate of GST prevailing on Day of Opening of Price Bid will be Considered for evaluation.

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Table :- A (both Foreign and Indian Suppliers)

Price Break-Up for “Comprehensive Annual Maintenance Contract” of the Automated Intaglio Plate Making System for 10 years after expiry of guarantee/warranty period.

Currency : _____

Sl. No	COMPREHENSIVE AMC AFTER EXPIRY OF GUARANTEE / WARRANTY PERIOD	Quantity & Unit	Unit Rate (Basic)	Total Price (Basic)
1	1 ST YEAR	02 Nos.		
2	2 ND YEAR	02 Nos.		
3	3 RD YEAR	02 Nos.		
4	4 TH YEAR	02 Nos.		
5	5 TH YEAR	02 Nos.		
6	6 TH YEAR	02 Nos.		
7	7 TH YEAR	02 Nos.		
8	8 TH YEAR	02 Nos.		
9	9 TH YEAR	02 Nos.		
10	10 TH YEAR	02 Nos.		
11	TOTAL PRICE (Sl. No. 1 + 2 + 3 + 4 + 5 + 6 + 7 + 8 + 9 +10) :			
12	Total price for 10 Years of AMC (In words) :			

Note :

1. **L1 Evaluation** of Bids will be done based on OVERALL L1 including quote for Comprehensive AMC charges.
2. The quoted price will remain firm & there will not be any price escalation during operational period of 10 Years of Comprehensive AMC. (Rates Quoted, to be justified if asked for).
3. The successful bidder should raise the Invoice in the name of respective BRBNMPL Presses (Mysuru / Salboni) by quoting GSTN of respective Press Office against AMC Charges.
4. In case of foreign suppliers, quoting in Currency other than Indian Rupees (INR), GST as applicable and as prevailing will be paid under reverse charge mechanism (RCM) to Indian Government by purchaser for AMC.
5. In case of Indian suppliers, GST as applicable and as prevailing will be payable on the date of invoice and the same is to be charged to BRBNMPL.
6. Statutory Deduction (TDS-IT, GST-TDS, etc.) as applicable, as per Indian Law, shall be deducted at source and a TDS certificate will be issued by respective press.

Signature of Supplier with Name of the Firm :

Date :

Place :

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Common information points for both Foreign and Indian Suppliers (Part of Price Bid) :

- 1) Bidder has to Quote for the same Make and Model as indicated in Section VII of the Tender with complete requirement of Automated Intaglio Plate Making System. Offer should include complete scope as indicated in Section VII: **"Technical Specifications"**.
- 2) Price with condition(s) shall be liable to be rejected.
- 3) Price should be quoted strictly as per the above format. However, components of the price quoted may be indicated separately.
- 4) Prices should be all inclusive.
- 5) Conditional discount/rebate etc. shall not be considered. In case, discount is offered that should be adjusted in the price and net price should be quoted.
- 6) **The master list of consumables with rates shall be enclosed with the price bid separately.**
- 7) **Other important contractual obligations:**
 - The bidder is expected to supply with in the contract price - initial commissioning spares and consumables as may be required for completion of successful commissioning and commencement of regular running of the System
 - Bidder should indicate rates of plates (both 1mm & 2mm thickness) and consumables (like Plate cleaning solution, polishing cream, grinding solution, chemical etc.), along with the price bid and the same **shall remain firm for a period of 6 Years from the date of FAC. These rates will not be considered for evaluation of bid.**

Sl. No.	Item Description	Part No. / Art No.	HSN Code	Unit Cost (FOB/Landed Cost)
1	Approx. dimension Plate : 870mm x 1000mm X 1mm thickness			
2	Approx. dimension Plate : 935mm x 1060mm X2mm thickness			
3	This list with unit rate should be submitted in the Company letter head of the Bidder with signature and seal of Authorised signatory in each page			
..				

- Service support should be provided for **next 10 years by OEM**. The bidder shall give a commitment that they shall provide technical support for the offered systems and accessories and make available required spares and consumables for a period of at least 10 years from the date of expiry of warranty.
- The dimension above are approximate dimension in case any change in dimension as required either increase or decrease, same has to be supplied by the supplier and the rate/plate will be calculated on the proportionate area terms value

Declaration :

- i) **We hereby confirm that the Price Bid will be evaluated as per price quoted in the Price Bid Only**
- ii) **We confirm that there would not be any price escalation during the supply period.**
- iii) **We confirm that Price is all inclusive including Cost of initial commissioning spares and consumables required for successful commissioning.**
- iv) **We also confirm that we will abide by all the tender terms and conditions bearing no GT/005/MYS/MMD/2019-20, dated 26.03.2020 for Design, Supply, Installation, Commissioning, Training and Performance Testing of Automated Intaglio Plate Making System at BRBNMPL, Mysuru and Salboni.**
- v) **We do not have any counter conditions.**

(Authorized signatory with name and date)
Office Seal/Stamp

Section XII: Questionnaire

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

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

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

1. Brief description and of goods and services offered:
2. Offer is valid for acceptance upto
3. Your permanent Income Tax A/ C No. as allotted by the Income Tax Authority of Government of India
Please attach certified copy of your latest/ current Income Tax clearance certificate issued by the above authority.
- 4 Status:
 - a) Are you currently registered with the Directorate General of Supplies & Disposals (DGS&D), New Delhi, and/ or the National Small Industries Corporation (NSIC), New Delhi, and/ or the present BRBNMPL and/ or the Directorate of Industries of the concerned State Government for the goods quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit imposed on your registration.
 - b) Are you currently registered under the Indian Companies Act, 1956 or any other similar Act?
Please attach certified copy(s) of your registration status etc. in case your answer(s) to above queries is in affirmative.
5. Please indicate name & full address of your Banker(s)
6. Please state whether business dealings with you currently stand suspended/ banned by any Ministry / Dept. of Government of India or by any State Govt.

.....

(Signature with date)

(Full name, designation & address of the person duly authorized sign on behalf of the tenderer)

For and on behalf of

.....

.....

(Name, address and stamp of the tendering firm)

Section XIII: Bank Guarantee Form for EMD

B.G.No. _____

Date _____

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

1. We _____ Bank having its branch office at _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the company, which is final & binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender/any violation of Purchase Order by way of any loss or damage caused or would be caused or suffered by the Company by reason of any breach by the said tenderer(s)/supplier(s) of any terms and conditions contained in the said tender/PO or failure to accept the letter of Intent (LOI)/Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only)
2. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the tenderer(s) in any suit or proceeding pending before any office, court or Tribunal relating thereto, our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the tenderer(s).
3. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of continuation or insolvency of the said tendered(s) but shall in all respects and for all purposes be binding and operative until payment of all money due or liabilities under the said tender are fulfilled.
4. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalisation of the said tender/conclusion of supply or fulfilment of all contractual obligation under the said PO and that it shall continue to be enforceable till the said tender is finally decided and order placed/ all contractual obligation under the said PO fulfilled on the successful tenderer(s) and/or till the dues of the Company under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the Company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said

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tenderer(s)/Supplier have been fully and properly carried out by the said tenderer/supplier and accordingly discharges the guarantee.

5. That the owner/Company will have fully liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time, the exercise of any of the power of the owner under the tender.
6. Notwithstanding anything contained herein before, our liability shall not exceed Rs. _____ (Rupees _____ only) us and shall remain in force **till** _____ **(225** days from the date of opening of Techno-commercial bid (Part – I)) unless a demand or claim under this guarantee is made on us within 60 days from the date of expiry we shall be discharged from all the liability under this guarantee.
7. We _____ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time on the request of the Tenderer(s)

Date :

_____ Bank

Corporate Seal of the Bank

By its constitutional Attorney
Signature of duly
Authorised person
On behalf of the bank
With seal & signature code

a) B.G. to be furnished from any of the Scheduled Banks.

b) Address of BRBNMPL Office where tender is to be finalised should be referred in the BG.

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Section XIV: Manufacturer's Authorization Form

To

.....

.....

(Name and address of BRBNMPL)

Dear Sirs,

Ref. Your Tender document No GT/005/ MYS/MMD/2019-20 dated 26.03.2020

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

SECTION XV: Bank Guarantee Form for Performance Security

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

Beneficiary _____ [Insert Name and Address of BRBNMPL]

Date:-----

Performance Guarantee No.-----

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

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

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

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

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

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

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

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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' Authorisation 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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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:

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Section XVII: Letter of Authority for attending a Bid Opening

(Refer to clause 24.2 of GIT)

The General Manager

Unit Address

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

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

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

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not produced.

Section XVIII: Shipping Arrangements for Liner Cargoes

A: In Respect of C&F, CIF, Turnkey/F.O.R. Contracts For Import

1.(a) SHIPMENTS FROM PORTS OF U.K. INCLUDING NORTHERN IRELAND (ALSO EIRE), FROM THE NORTH CONTINENT OF EUROPE (GERMANY, HOLLAND, BELGIUM, FRANCE, NORWAY, SWEDEN, DENMARK, FINLAND AND PORTS ON THE CONTINENTAL SEABOARD OF THE MEDITERRANEAN (I.E. FRENCH AND WESTERN ITALIAN PORTS), TO PORTS IN INDIA.

The Seller should arrange shipment of the goods by vessels belonging to the member Lines of the India-Pakistan-Bangladesh Conference. If the Seller finds that the space on the Conference Lines' vessels is not available for any specific shipment, he should take up with India-Pakistan-Bangladesh Conference, Conferity House, East Grinstead, Sussex (U.K.), for providing shipping space and also inform the Shipping Co-ordination Officer, Ministry of shipping & Transport, New Delhi (Cable: TRANSCART, NEW DELHI; Telex: VAHAN ND -2312, 2448 & 3104).

The Sellers should arrange shipment through the Government of India's Forwarding agents, M/ s Schenker & Co. 2000- Hamburg (Cable: SCHENKERC HAMBURG) or obtain a certificate from them to the effect that shipment has been arranged in accordance with instructions of the Ministry of Shipping & Transport (TRANSCART), New Delhi

b) SHIPMENTS FROM ADRIATIC PORTS OF EASTERN ITALY AND YUGOSLAVIA

The Seller should arrange shipment of the goods by vessels belonging to the following Indian Member lines;

1. The Shipping Corporation of India Ltd.
2. The Scandia Steam Navigation Co. Ltd.
3. Indian Steamship Co. Ltd.

For the purpose of ascertaining the availability of suitable Indian vessels and granting dispensation in the event of their non-availability, the Seller should give adequate notice about the readiness of each consignment from time to time at least six weeks in advance of the required position to M/s Schenker & Co. 2000 HAMBURG (Cable: SCHENKERC HAMBURG) and also endorse a copy thereof to the Shipping Co-ordination Officer, Ministry of Shipping & Transport, New Delhi (Cable: TRANSCART, NEW DELHI; Telex: VAHAN ND -2312, 2448 & 3104).

The Seller should arrange shipment through the Government of India's Forwarding Agents, M/s. Schenker & Co., HAMBURG (Cable: SCHENKERC HAMBURG) or obtain certificate from them to the effect that shipment has been arranged in accordance with the instructions of the Ministry of Shipping & Transport, (TRANSCART), New Delhi

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(c) SHIPMENTS FROM POLAND & CZECHOSLOVAKIA

(i) IMPORTS FROM POLAND

Shipments under this contract would be made by the National flag lines of the two parties and vessels of third flag conference lines, in accordance with the agreement between the Govt. of the Republic of India and the Govt. of the Polish People's Republic regarding shipping co-operation dated 27.6.1960 as amended up-to-date.

(ii) IMPORTS FROM CZECHOSLOVAKIA

Goods under this contract would be shipped by the National flag lines of the two parties and vessels of the third flag conference lines, in accordance with the Agreement on co-operation in Shipping between India and Czechoslovakia signed on 3.11.1978 and ratified on 19.12.1979, as amended up-to-date.

Shipping arrangements should be made by the Sellers in consultation with the Resident Representative of the Indian shipping Lines in Gdynia, C/o Morska Agencja W. Gdyni, Gdyni, ul, Pulaskiego 8, P.O. Box III-10 246; Gdynia (Poland) - Telex: MAG, PL. 054301, Tel: 207621), to whom details regarding contract number, nature of cargo, quantity, port of loading/discharging, name of Government consignee, expected date of readiness of each consignment etc., should be furnished at least six weeks in advance of the required position, with a copy thereof endorsed to the Shipping Co-ordination Officer, Ministry of Shipping & Transport (Chartering Wing), New Delhi (Cable: TRANSCART, NEW DELHI; Telex: VAHAN ND-2312, 2448 & 3104.).

(d) SHIPMENTS FROM RUSSIA & OTHER MEMBER COUNTRIES OF C.I.S.

Shipment under this contract should be made in accordance with the Agreement between the Government of the Republic of India and the Government of the Russia & other member countries of C.I.S. on Merchant Shipping, by vessels of Indo-C.I.S. Shipping Service.

(e) SHIPMENT FROM JAPAN

The shipment of goods should be made by Indian vessels to the maximum extent possible subject to a minimum of 50%.

The Seller should arrange shipment of the goods in consultation with the Embassy of India in Japan, Tokyo, to whom details regarding contract number, nature of cargo, quantity, port of loading/discharging, name of the Govt. consignee, expected date of readiness of each consignment etc. should be furnished at least six weeks in advance of the required position.

Note: The copies of such contracts are to be endorsed both to the Attaché (Commercial), Embassy of India in Japan, Tokyo, and the Shipping Co-ordination Officer, Ministry of Shipping & Transport, New Delhi.

(f) SHIPMENTS FROM AUSTRALIA, ALGERIA, BULGARIA, ROMANIA, EGYPT

The Seller shall arrange shipment of the goods by Indian flag vessels to the maximum extent possible subject to a minimum of 50% For the purpose of ascertaining the availability of suitable Indian vessels, the Seller shall give adequate notice of not less than six weeks about the readiness of each consignment to the Shipping Corporation of India Ltd., SHIPPING HOUSE, 245, Madame Cama Road,

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Bombay-400 021 (CABLE: SHIPINDIA BOMBAY) and also endorse a copy thereof to the Shipping Coordination Officer, Ministry of Shipping & Transport, New Delhi (Cable: TRANSCHART, NEW DELHI; Telex: VAHAN ND-2312, 2448 & 3).

(g) SHIPMENTS FROM PAKISTAN

The shipment of cargoes should be made by Indian vessels to the maximum extent possible subject to a minimum of 50%.

Shipping arrangements should be made by the Sellers in consultation with Mis Mogul Line Ltd. 16-Bank Street, Fort, Bombay-400 023 (Cable: MOGUL BOMBAY; Telex011-4049 MOGUL), to whom details regarding contract number, nature of cargo, quantity, port of loading/discharging, name of Government consignee, expected date of readiness of each consignment etc. should be furnished at least six weeks in advance of the required position with a copy thereof endorsed to the Shipping Co-ordination Officer, Ministry of Shipping & Transport(Chartering Wing), New Delhi (Cable : TRANSCHART, NEW DELHI ; Telex : VAH—N ND - 2312, 2448 & 3)

(h) SHIPMENTS FROM U.S ATLANTIC & GULF PORTS

The Seller should arrange shipment of the goods by vessels belonging to the member lines of the India-Pakistan-Bangladesh-Ceylon and Burma Outward Fright Conference. If the Seller finds that the space on the Conference Lines vessels is not available for any specific shipment, he should take up with India-Pakistan-Bangladesh-Ceylon and Burma Outward Fright Conference, 19, Rector Street, New York N.Y 10006 U.S.A. for providing shipping space and also inform the Shipping Co-ordination Officer, Ministry of Shipping & Transport, New Delhi (Cable: TRANSCHART, NEW DELHI; Telex: VAH—N ND - 2312, 2448 & 3).

(i) SHIPMENTS FROM ST. LAWRENCE AND EASTERN CANADIAN PORTS

The Seller should arrange shipment of the goods by vessels belonging to the following shipping lines:-

- (1) The Shipping Corporation of India Ltd.
- (2) The Scindia Steam Navigation Co. Ltd.

If the Seller finds that the space in vessels of these Lines is not available for any particular consignment, he should inform the Shipping Co-ordination Officer, Ministry of Shipping & Transport, New Delhi (Cable : TRANSCHART, NEW DELHI ; Telex : VAH—N ND - 2312, 2448 & 3104) immediately so that dispensation from the shipping lines concerned to use alternative lifting may be so.

(j) SHIPMENTS FROM WEST COAST PORTS OF U.S.A., CANADA AND OTHER AREAS NOT SPECIFICALLY MENTIONED ABOVE

The Seller should arrange shipment of the goods by Indian vessels to the maximum extent possible subject to a minimum of 50%. For the purpose of ascertaining the availability of suitable Indian vessel and granting dispensation in the event of their non-availability, the Seller should furnish the details regarding contract number, nature of cargo, quantity, port of loading/discharge, name of the Govt. consignee and expected date of readiness of each consignment etc. to the Shipping Coordination Officer, Ministry of Shipping & Transport, New Delhi (Cable : TRANSCHART, NEW DELHI : Telex : VA—ANND - 2312, 2448 & 3104) at least six weeks in advance of the required position.

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2.0 BILLS OF LADING

(i) C.I.F../C&F TURNKEY SHIPMENTS

The Bills of lading should be drawn to indicate "Shipper" and "Consignee" as under:-

SHIPPER: The C.I.F./C&F/TURNKEY SUPPLIERS concerned.

CONSIGNEE: As per Consignee's particulars in the contract (The name and address of the "Port Consignee" and "Ultimate Consignee" both should be indicated).

(ii) F.O.R. SHIPMENTS

The bills of Lading should be drawn to indicate "Shipper" and "Consignee" as under: - SHIPPER: The F.O.R. suppliers concerned. CONSIGNEE: Suppliers' Indian Agents on order.

Note:-

1. Moreover the name of the "Purchaser" and "Ultimate Consignee" should appear in the body of the Bills of Lading as the "Notify Part" or as a remark.
2. Two non-negotiable copies of the Bills of Lading indicating the freight amount and discount, if any allowed, should be forwarded to the Shipping Co-ordination Officer, Ministry of Shipping and Transport (Chartering Wing), New Delhi after the Shipment of each consignment is effected.
3. The seller should avoid the use of over-aged vessels for the shipment of the goods under the contract and if so used, the cost of additional insurance, if any, shall be borne by the Seller.

B: In Respect of F.O.B./F.A.S Contracts for Imports

1. Shipping arrangements will be made by the Ministry of Shipping and Transport (Chartering Wing), New Delhi (Cable: TRANSCART, NEW DELHI: Telex: VA—ANND - 2312, 2448 & 3104) through their respective Forwarding Agents/Nominees as mentioned below, to whom adequate notice about the readiness of cargo for shipment should be given by the Sellers from time to time at least six weeks in advance of the required position for finalizing the shipping arrangements

Area	Forwarding Agents/Nominees
(a) U.K. including Northern Ireland (also Eire) the North Continent of Europe (Germany, Holland, Belgium, France, Norway, Sweden, Finland and Denmark) and Ports on the Continental Sea Board of the Mediterranean, (i.e. French and Western Italian ports) and also Adriatic Ports.	M/s Schenker Deutschland AG, Bel den Muehren 5 20457 Hamburg , Germany Telephone No. +49 40 36135-351 Fax No : +49 40 36135-509 E-mail- kay.buedinger@schenker
(b) U.S.A and Canada	M/s OPT, Overseas Project, Transport Inc., 46, Sellers Street, Kearny, N.J. 07032,USA Tel : 201/998-7771 Tel : 573-3586 Fax : 201/998-78

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(c) Japan	The First Secretary (Commercial) Embassy of India, Tokyo, Japan, (Cable : INDEMBASSY TOKYO) Telex : INDEMBASSY J 24850, Telephone – 262 - 2391
(d) Australia, Algeria, Bulgaria, Romania, Czechoslovakia, Egypt.	The Shipping Corporation of India Ltd., 'Shipping House' 229/232 Madame Cama Road, Bombay - 400021 (Cable : SHIP INDIA BOMBAY) Telex : 31-2209 SCID IN Telephone: 232666, 232785.
(e) Russia & other member countries of C.I.S.	The Secretaries, Indo-C.I.S. Shipping Service, C/o The Shipping Corporation of India Ltd., 'Shipping House' 245, Madame Cama Road, Bombay - 400021. (Cable : SHIP INDIA BOMBAY FOR SOVIND SHIP) Telex : 31-2209 SCID IN Telephone : 23
(f) Poland	The Secretaries, Indo-Polish Shipping Service, C/o The Shipping Corporation of India Ltd., 'Shipping House' 245, Madame Cama Road, Bombay - 400021. (Cable : SHIP INDIA BOMBAY FOR INDOPOL) Telex : 31-2209 SCID IN Telephone : 23
(g) Pakistan	The Mogul-Line Ltd., 16, Bank Street, Fort Bombay - 400023 (Cable : MOGUL BOMBAY) Telex : 011-4049 (MOGUL) Telephone : 252785 II
(h) Other areas not specifically mentioned above	The Shipping Co-ordination Officer, Ministry of Shipping and Transport, (Chartering Wing), New Delhi. (Cable : TRANSCHART, NEW DELHI)

BILLS OF LADING

The Bills of Lading should be drawn to indicate 'Shipper' and 'Consignee' as under:-

SHIPPER: The Government of India.

CONSIGNEE: "As per consignee's particulars in the contract. (The name and address of the 'Port Consignee' and 'Ultimate Consignee' should both be indicated.)

3. Two non-negotiable copies of the Bills of Lading indicating the freight amount and discount, if any allowed, should be forwarded to the Shipping Co-ordination Officer, Ministry of Shipping and Transport (Chartering Wing), Parivahan Bhawan, New Delhi after the Shipment of each consignment is effected.

4. The Seller should avoid the use of over-aged vessels for the shipment of the goods under the contract and if so used, the cost of additional insurance, if any, shall be borne by the Seller.

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Section XIX: Proforma of Bills for Payment

(Refer Clause 22.6 of GCC)

Name and Address of the Firm

Bill No _____ Dated _____

Purchase order No _____ Dated _____

Name and address of the consignee

S. No.	Authority for purchase	Description of Stores	Number or quantity	Rate Rs. P.	Price per Rs. P.	Amount
Total						

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

Dispatch detail RR No. other proof of despatch

Dated (enclosed)

Inspection Certificate No _____ Dated (enclosed)

Income Tax Clearance Certificate No _____ Dated (enclosed)

Modvat Certificate No (enclosed)

Excise Duty Gate pass (enclosed)

Place and Date

Received Rs (Rupees)

I hereby certify 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.

Signature and Stamp of Supplier

Section XX: Proforma for Pre-Contract Integrity Pact

Between

Bharatiya Reserve Bank Note Mudran Private Limited (BRBNMPL) hereinafter referred to as **“The Principal”**

and

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

Preamble

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

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

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. Bidders are required to submit a self-declaration that they are not engaging any agent for participation in the bidding/ procurement process.
 - e. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

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

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recover from the contractor liquidated damage of the Contract value of the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country confirming to anticorruption approach in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on the subject, he can be disqualified from the tender process or action can be taken as per clause 6.5 (Ban and Blacklisting) of procurement manual of BRBNMPL.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

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

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

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

Section 8 – Independent External Monitor

Name of the IEM: Shri V.V. R. Sastry
E-mail: sastryvvr@gmail.com

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He / she reports to the Chairman, BRBNMPL.

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- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under Contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, BRBNMPL and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The monitor will submit a written report to the Chairman, BRBNMPL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, BRBNMPL, a substantiated suspicion of an offence under relevant IPC / PC Act, and Chairman BRBNMPL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

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

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

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Section 10 – Other provisions

- (1) This agreement is subject to Indian Law Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Bengaluru.
- (2) Changes and supplements as well as termination notice need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(Office Seal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

Place :

Date :

Witness 1:
(Name & Address)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Witness 1:
(Name & Address)

भाग : XX
सत्यनिष्ठा संधि

भारतीय रिजर्व बैंक नोट मुद्रण प्राईवेट लिमिटेड बी आर बी एन एम पी एल)) जो इसके बाद से "प्रिन्सिपल" कहलाएगा

तथा

"बोलीधारक / ठेकेदार" जो इसके बाद कहलाएगा

के बीच:

प्रस्तावना

प्रिन्सिपल, संगठनात्मक प्रक्रियाओं के अधीन के लिए संविदा/एं प्रदान करने का इच्छुक है। प्रिन्सिपल अपने बोलीधारक(ओं) और / या ठेकेदार(ओं) के साथ सभी प्रासंगिक देश के) कानूनों, नियमों, विनियमों, संसाधनों के आर्थिक उपयोग और निष्पक्षता पारदर्शिता का पूर्ण अनुपालन करने / को महत्व देता है।

इन लक्ष्यों को प्राप्त करने के लिए, प्रिन्सिपल द्वारा नियुक्त स्वतंत्र बाहरी मॉनीटर)IEM), टेंडर प्रक्रिया और उपरोक्त उल्लिखित सिद्धांतों के अनुपालन के लिए संविदा के निष्पादन की निगरानी करेंगे ।

भाग - 1 प्रिन्सिपल की प्रतिबद्धताएं

(1) प्रिन्सिपल भ्रष्टाचार रोकने के लिए आवश्यक सभी उपाय करने और निम्नलिखित सिद्धांतों का पालन करने के लिए प्रतिबद्ध है- :

क. प्रिन्सिपल का कोई भी कर्मचारी, व्यक्तिगत रूप से या परिवार के सदस्यों के माध्यमसे, निविदा के संबंध में किसी अनुबंध या मांग के लिए, स्वयं या किसी तीसरे व्यक्ति के लिए, किसी भी भौतिक या अभौतिक लाभ जिसका वह कानूनी रूप से हकदार नहीं है उसे स्वीकार या स्वीकार करने का वादा नहीं करेगा ।

ख. प्रिन्सिपल, निविदा प्रक्रिया के दौरान सभी बोलीधारक(ओं) के साथ समान और तर्कसंगत व्यवहार करेंगे। प्रिन्सिपल विशेष रूप से, निविदा प्रक्रिया से पहले और उसके (दौरान सभी बोलीधारक(ओं) को एक समान जानकारी प्रदान करेंगे और किसी भी (बोलीधारक(ओं) को गोपनीय अतिरिक्त जानकारी / प्रदान नहीं करेंगे, जिसके माध्यम (से बोलीधारक(ओं) को निविदा प्रक्रिया या संविदा निष्पादन के संबंध में कोई अतिरिक्त लाभ प्राप्त हो सके।

क्रिया से बाहर रखेगा। ग. प्रिन्सिपल सभी ज्ञात पूर्वाग्रही व्यक्तियों को इस प्र

(2) यदि प्रिन्सिपल अपने किसी भी कर्मचारी के आचरण के बारे में कोई जानकारी प्राप्त करता है जो कि आईपीसी पीसी अधिनियम के तहत एक दांडिक अपराध है /, या यदि इस संबंध में कोई तथ्यपूर्ण संदेह है, तो प्रिन्सिपल मुख्य सतर्कता अधिकारी को सूचित करेगा और इसके अलावा अनुशासनात्मक कार्रवाई भी शुरू कर सकते हैं।

भाग - 2 बोलीधारक की प्रतिबद्धताएं (ओं) ठेकेदार / (ओं)

(1) बोलीधारक भ्रष्टाचार को रोकने के सभी आवश्यक उपाय करने के लिए प्रतिबद्ध हैं। (ओं) ठेकेदार / (ओं) विदा निष्पादन के दौरान निविदा प्रक्रिया में भाग लेने और संबोलीधारक निम्नलिखित (ओं) ठेकेदार / (ओं) सिद्धांतों का पालन करने के लिए स्वयं को प्रतिबद्ध करेंगे।

क. बोलीधारक / (ओं) ठेकेदार (ओं), सीधे या किसी अन्य व्यक्ति या फर्म के माध्यम से निविदा प्रक्रिया में या संविदा के निष्पादन में शामिल प्रिन्सिपल के कर्मचारियों या किसी तीसरे व्यक्ति को किसी तरह की सामग्री या अन्य कोई लाभ देने का प्रस्ताव नहीं देंगे या वादा नहीं करेंगे जिसका वह कानूनी रूप से हकदार नहीं है जिससे कि बदले में उन्हें निविदा प्रक्रिया के दौरान या संविदा निष्पादन के समय किसी प्रकार का लाभ मिले।

ख. बोलीधारक किसी अन्य (ओं) ठेकेदार / (ओं) बोलीधारक (ओं) के साथ कोई अज्ञात करार या समझौता नहीं करेंगे, चाहे वह औपचारिक हो या अनौपचारिक। यह विशेष रूप से कीमतों, विनिर्देशों, प्रमाणपत्रों, सहायक संविदाओं, बोलियां प्रस्तुत करने या नहीं करने या प्रतिस्पर्धा रोकने के लिए उठाए गए कदमों या बोली प्रक्रिया में व्यवसायी समूह रोकने के लिए लागू किया जाता है।

ग. बोलीधारक (ओं) ठेकेदार / (ओं) संबंधित आईपीसी पीसी अधिनियम के तहत कोई अपराध नहीं / करेंगे; बोलीधारक (ओं) ठेकेदार / (ओं) प्रिन्सिपल के द्वारा व्यापारिक संबंधों के संदर्भ में, दी गई कोई भी जानकारी या दस्तावेज़, योजना संबंधित, तकनीकी प्रस्तावों और व्यापारिक विवरण इलेक्ट्रॉनिक रूप से संचित या प्रेषित जानकारी सहित का अनुचित उपयोग प्रतिस्पर्धा में या व्यक्तिगत लाभ के प्रयोजनाओं के लिए, या दूसरों को हस्तांतरित करने के लिए, नहीं करेंगे।

घ. बोलीधारक (ओं) को एक स्वखरीद प्रक्रिया में / घोषणा प्रस्तुत करना आवश्यक है कि वे बोली-भागीदारी के लिए किसी भी एजेंट को नियुक्त नहीं कर रहे हैं।

ड. सत्यनिष्ठा संधि पर हस्ताक्षर करने वाले बोलीधारक के पास जब आई ई एम (ओं) ठेकेदार / (ओं) किसी मामले का प्रतिवेदन करते हैं तो उक्त मामले में किसी न्यायालय तक नहीं जाएंगे और आई ई एम के फैसले का इंतजार करेंगे।

(2) बोलीधारक किसी तीसरे व्यक्ति को ऊपर उल्लिखित अपराध करने के लिए प्रेरित नहीं (ओं) ठेकेदार / (ओं) लिए सहायक नहीं होंगे। करेंगे या ऐसे किसी अपराधों के

भाग - 3 निविदा प्रक्रिया से अयोग्यता और भविष्य के संविदाओं से बहिष्करण

यदि संविदा देने से पहले या निष्पादन के दौरान बोलीधारक ठेकेदार (ओं) ने उपरोक्त या किसी अन्य / (ओं) रूप में धारा 2 का उल्लंघन किया है, जिससे उनकी विश्वसनीयता या साख पर सवाल पैदा हो तो, प्रिन्सिपल

को हक है कि बोलीदाता (ओं) / ठेकेदार (ओं) को निविदा प्रक्रिया को लिए अयोग्य घोषित करें या बीआरबीएनएमपीएल के प्रोक्योरमेंट मैनुअल के खंड) 6.5 प्रतिबंध और ब्लैकलिस्टिंग के अनुसार कार्रवाई करें। (

भाग - 4 क्षति के लिए मुआवजा

यदि प्रिन्सिपल ने उपरोक्त भाग 3 के अनुसार (1), संविदा देने से पहले निविदाकर्ता को निविदा प्रक्रिया के लिए अयोग्य ठहराया है, तो प्रिन्सिपल अर्नेस्ट मनी डिपॉजिट बिड सिक्योरिटी के बराबर हर्जाना मांगने और / वसूलने का हकदार है।

पल ने भाग 3 अनुसार अनुबंध समाप्त कर दिया है यदि प्रिन्सि (2), या यदि प्रिन्सिपल भाग के अनुसार 3 अनुबंध समाप्त करने का अधिकारी है, तो प्रिन्सिपल ठेकेदार से प्रदर्शन बैंक गारंटी की राशि के बराबर संविदा मूल्य के परिनिर्धारित नुकसान ठेकेदार से मांगने और वसूलने का अधिकारी होगा।

भाग - 5 पिछला उल्लंघन

(1) बोलीधारक यह घोषणा करता है कि इस सत्यनिष्ठा संधि पर हस्ताक्षर करने से ठीक पहले पिछले तीन वर्षों में किसी भी देश की किसी अन्य कंपनी जो यहाँ पर परिकल्पना की गई किसी भी भ्रष्ट आचरणों के संबंध में भ्रष्टाचार विरोधी दृष्टिकोण की पुष्टि करता हो या भारत के किसी भी सार्वजनिक उपक्रम के साथ या भारत के किसी सरकारी विभाग के साथ ऐसा कोई उल्लंघन का अपराध नहीं हुआ है, जिसके कारण बोलीधारक को निविदा प्रक्रिया से बहिष्कृत किए जाने को उचित ठहराया जा सके।

यदि (2) बोलीधारक इस विषय से संबन्धित गलत बयान देता है, तो उसे निविदा प्रक्रिया के लिए अयोग्य ठहराया जा सकता है या बीआरबीएनएमपीएल की प्रोक्योरमेंट पुस्तिका के खंड) 6.5 प्रतिबंध और ब्लैकलिस्टिंग (के अनुसार कार्रवाई की जा सकती है।

भाग - 6 सभी बोलीधारकों ठेकेदारों / उप ठेकेदारों के साथ समान व्यवहार /

संविदा के मामले में-उप (1), उप ठेकेदार द्वारा सत्यनिष्ठा संधि को अपनाने की जिम्मेदारी प्रधान ठेकेदार - लेगा।

(2) प्रिन्सिपल सभी बोलीधारकों और ठेकेदारों से एक समान शर्तों के साथ करार करेंगे।

(3) प्रिन्सिपल उन सभी बोलीधारकों को निविदा प्रक्रिया से अयोग्य घोषित करेगा जो इस संधि पर हस्ताक्षर नहीं करते हैं या इसके प्रावधानों का उल्लंघन करते हैं।

भाग - 7 उल्लंघनकर्ता बोलीधारक(ओं) / ठेकेदार(ओं) / उप ठेकेदार(ओं) के खिलाफ आपराधिक मामला

यदि प्रिन्सिपल को किसी बोलीधारक ठेकेदार / उप ठेकेदार / या उनके किसी कर्मचारी या प्रतिनिधि या किसी सहयोगी के किसी ऐसे आचरण का पता चलता है जो भ्रष्टाचार में सहायक हो सकता है या यदि प्रिन्सिपल को इस संबंध में तथ्य परक संदेह है, तो प्रिन्सिपल इसकी सूचना मुख्य सतर्कता अधिकारी को देगा ।

भाग - 8 स्वतंत्र बाहरी मॉनीटर

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केंद्रीय सतर्कता आयोग द्वारा अनुमोदन के बाद प्रिन्सिपल इस (1)संधि के लिए सक्षम और विश्वसनीय स्वतंत्र बाहरी मॉनीटर नियुक्त करता है। मॉनीटर का काम स्वतंत्र और निष्पक्ष रूप से समीक्षा करना है, क्या या किस हद तक सभी पक्ष इस करार के तहत दायित्वों का पालन करते हैं।

(2) मॉनीटर पार्टियों के प्रतिनिधियों के अनुदेशों के अधीन नहीं है तथा अपने कार्यों का निष्पादन तटस्थ एवं स्वतंत्ररूप से करेगा। आवश्यकता पड़ने पर मॉनीटर को संविदा से संबन्धित सभी दस्तावेज़ उपलब्ध करवाए जाएंगे। यह उनका दायित्व होगा कि बोलीधारकों/ठेकेदारों की सूचनाओं और दस्तावेजों की गोपनीयता बनाए / रखें। वह बीआरबीएनएमपीएल के अध्यक्ष (चेयरमैन) को रिपोर्ट करेंगे।

(3)बोलीधारक (ओं) / ठेकेदार (ओं)स्वीकार करता है कि मॉनीटर को संविदाकर्ता द्वारा दिए गए दस्तावेजों सहित प्रिन्सिपल के सभी परियोजना दस्तावेजों को बिना प्रतिबंध के देखने का अधिकार है। मॉनीटर के अनुरोध और वैध हित प्रदर्शित करने पर संविदाकर्ता उनके परियोजना दस्तावेजों को अप्रतिबंधित एवं बिना शर्त मॉनीटर को मुहैया करेंगे। यही उप-संविदाकर्ताओं पर लागू होता है।

(4)मॉनीटर पर बोलीधारक / (ओं) / ठेकेदार (ओं)उप ठेकेदार (ओं) की सूचनाएँ एवं दस्तावेजों को गोपनीय रखने की संविदाकृत बाध्यता है। मॉनीटर ने गोपनीय सूचनाओं को प्रकट नहीं करने और हित संघर्ष नहीं होने की घोषणाओं पर भी हस्ताक्षर किए हैं। बाद में उत्पन्न होने वाले किसी भी हितों के टकराव के मामले में, आई ई एम, बीआरबीएनएमपीएल के अध्यक्ष को सूचित करेंगे और उस मामले से स्वयं को अलग कर लेंगे।

(5) प्रिन्सिपल परियोजना (प्रोजेक्ट) से संबंधित पार्टियों की समस्त बैठकों की पूरी जानकारी मॉनीटर को उपलब्ध करायेगा बशर्ते कि ऐसी बैठकों का प्रभाव प्रिन्सिपल और ठेकेदार के बीच संविदाकृत संबंधों पर पड़े। पार्टियाँ ऐसी बैठकों में भाग लेने हेतु मॉनीटर को विकल्प भेजेगी।

(6)जैसे ही मॉनीटर को यह आभास होगा या ऐसा विश्वास हो जाएगा कि इस करार का कहीं न कहीं उल्लंघन हुआ है, तो वह इसकी सूचना प्रिन्सिपल के प्रबंधन को देगा तथा प्रबंधन से अनुरोध करेगा कि करार को समाप्त करें या कोई सुधारात्मक उपाय करें या कोई अन्य संगत कार्रवाई करें। मॉनीटर, इस विषय में अबाध्यकर सिफारिशें प्रस्तुत कर सकता है। इससे ज्यादा, मॉनीटर को पार्टियों से एक विशिष्ट रूप में कार्य करने, कार्रवाई से बाज आने या कार्रवाई सहने की मांग करने का अधिकार नहीं है।

(7) प्रिन्सिपल द्वारा मॉनीटर को सूचना या संदर्भ देने की तारीख के 8 से 10 सप्ताहों के भीतर मॉनीटर, प्रिन्सिपल के बोर्ड के अध्यक्ष को लिखित रिपोर्ट प्रस्तुत करेगा और यदि आवश्यक हो तो समस्यात्मक स्थितियों को सुधारने हेतु प्रस्ताव प्रस्तुत करेगा।

(8) यदि मॉनीटर ने आइपीसी/पीसी अधिनियम के अधीन अपराध के तथ्यात्मक संदेह की रिपोर्ट बीआरबीएनएमपीएल के अध्यक्ष को प्रस्तुत किया है और बीआरबीएनएमपीएल के अध्यक्ष ने यथोचित समय के अंदर ऐसे अपराध के विरुद्ध प्रत्यक्ष कार्रवाई नहीं की है या मुख्य सतर्कता अधिकारी को इसकी सूचना नहीं दी

है तो, मॉनीटर सीधे केन्द्रीय सतर्कता आयुक्त को भी यह सूचना दे सकता है।

(9) 'मॉनीटर' शब्द 'में' एक वचन और बहुवचन दोनों सम्मिलित हैं।

भाग - 9 संधि की अवधि

यह संधि तब आरंभ होती है जब इसके दोनों पक्ष कानूनी रूप से इस पर हस्ताक्षर कर देते हैं। यह ठेकेदार के लिए संविदा के तहत हुए अंतिम भुगतान के महीने बाद 12 और संविदा दिए जाने के महीने बाद समाप्त हो 6 जाता है। इसका किसी प्रकार से उल्लंघन होने पर बोलीधारकों को अयोग्य समझा जाएगा और भविष्य के किसी व्यापारिक लेन-देन-से उन्हें बाहर रखा जाएगा।

यदि इस दौरान कोई दावा किया जाता है दर्ज किया जाता है /, तो यह बाध्यकारी होगा और ऊपर बताए अनुसार इस संधि के चूक जाने के बावजूद तब तक मान्य रहेगा, जब तक कि बीआरबीएनएमपीएल के अध्यक्ष द्वारा इसका निपटारानिर्धारण नहीं किया जाता। /

भाग - 10 अन्य प्रावधान

यह समझौता भारतीय कानून के अधीन है। इसका निष्पादन क्षेत्र एवं अधिकारिता प्रिंसिपल का पंजीकृत (1) कार्यालय अर्थात्, बेंगलुरु है।

में दी जाने की जरूरत है। साइड एग्रीमेंट नहीं परिवर्तनों और पूरकों तथा समाप्ति की सूचना लिखित रूप (2) किए गए हैं।

यदि ठेकेदार एक साझेदारी या संघ है (3), तो इस समझौते पर सभी भागीदारों या संघ के सभी सदस्यों द्वारा हस्ताक्षर किए जाने चाहिए।

इस समझौते के एक या कई प्रावधान अवैध हो जाने पर भी (4), इसके शेष प्रावधान वैध बने रहेंगे। इस स्थिति में, सभी पक्ष अपने मूल इरादों के लिए एक समझौते पर आने का प्रयास करेंगे।

वारंटी / गारंटी जैसे मुद्दे आई ई एम के दायरे से बाहर होंगे। (5)

सत्यनिष्ठा संधि और इसके संलग्नक के बीच किसी भी विरोधाभास की स्थिति में (6), सत्यनिष्ठा संधि में विहित उपबंध मान्य होंगे।

(प्रिंसिपल के लिए और की ओर से)
(कार्यालय मुहर)

(बोलीधारक ठेकेदार/के लिए और की ओर से)
(कार्यालय मुहर)

स्थान/ PLACE :

तिथि/ DATE :

साक्षी/Witness 1:
(नाम और पता / Name & Address)

साक्षी/ Witness 1:
(नाम और पता / Name & Address)