

राष्ट्रीय प्रतिस्पर्धा बोली (एन.सी.बी.)**खुली निविदा प्छताछ****मानक बोली दस्तावेज (एस.बी.डी.)**

भारतीय रिजर्व बैंक नोट मुद्रण (प्रा) लिमिटेड
(भारतीय रिजर्व बैंक के सम्पूर्ण स्वामित्वाधीन सहायक कंपनी)
पंजीकृत और नैगमीक कार्यालय, न. 3 & 4, 1 स्टेज, 1 फ़ैज,
बी.टी.एम लेआउट, बन्नरघट्टा रोड

बेंगलुरु

दूरभाष स.-080-66602000

फैक्स: 080-66602039

वेबसाइट : www.brbnmpl.co.in

ई. मेल : cobangalore@brbnmpl.co.in

अहस्तांतरणीय**सुरक्षा स्पष्टीकरण: सुरक्षा**

चेन्नई एवं कोलकाता बन्दरगाह तथा कोलकाता एवं बेंगलुरु हवाई अड्डा से BRBNMPL की आयातित सामाग्री के क्लियरेंस, अग्रेषण आदि के लिए, क्लेयरिंग & फोर्वर्डिंग (C&F) एजेंसी के नियुक्ति के लिए निविदा दस्तावेज - दर अनुबंध के आधार पर

निविदा संख्या: 001/CO/F & A/2019-20 दिनांक 18/05/2019

इस निविदा दस्तावेज में 56 प्रष्ठ

यह निविदा दस्तावेज निम्न को जारी किया गया है:

मैसर्स. _____
पता _____

इस निविदा के लिए संपर्क करने हेतु व्यक्ति की जानकारी :

नाम: श्री. के.आर.गुप्ता, उप महा-प्रबन्धक (वित्त एवं लेखा) /

श्री. जे. के. वाधवा सहायक महा-प्रबन्धक (वित्त एवं लेखा)

भारतीय रिजर्व बैंक नोट मुद्रण (प्रा) लिमिटेड

(भारतीय रिजर्व बैंक के सम्पूर्ण स्वामित्वाधीन सहायक कंपनी)

पंजीकृत और नैगमीक कार्यालय, न. 3 & 4, 1 स्टेज, 1 फ़ैज,

बी.टी.एम लेआउट, बन्नरघट्टा रोड, बेंगलुरु दूरभाष स.-080-66602000,

फैक्स: 080-66602039,

Email: kr Gupta@brbnmpl.co.in / jkwadhwa@brbnmpl.co.in

National Competitive Bid (NCB)
OPEN TENDER ENQUIRY
Standard Bidding Document (SBD)

BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED

(Wholly owned Subsidiary of Reserve Bank of India)

**Regd & Corporate Office, No. 3 & 4 , 1st Stage, 1st Phase,
BTM Layout, Bannerghatta Road,
Bengaluru – 560 029**

Phone: Telephone No:080-66602000

FAX: 080-66602039

Website : www.brbnmpl.co.in

Email: cobangalore@brbnmpl.co.in

Not Transferable

Security Classification: Security

TENDER DOCUMENT FOR ENGAGING OF CLEARING & FORWARDING (C&F) AGENCY FOR CLEARING, FORWARDING ETC. OF IMPORTED MATERIALS OF BRBNMPL FROM SEAPORTS AT CHENNAI & KOLKATA AND AIRPORTS AT KOLKATA & BENGALURU - ON RATE CONTRACT BASIS.

Tender No. 001/CO/F & A/2019-20 dated 18/05/2019

This tender document contains **56** pages

The tender document is issued to:

M/s. _____

Address _____

Details of Contact Person regarding this tender.

Name: Shri K. R. Gupta, DGM (F&A) / Shri J K Wadhwa AGM (F&A)

Bharatiya Reserve Bank Note Mudran Private Limited

Regd & Corporate Office, No. 3 & 4 , 1st Stage, 1st Phase, BTM Layout,
Bannerghatta Road, Bengaluru – 560 029 ,

Phone: 080-66602000, Fax NO 080-66602039

Email: kr Gupta@brbnmpl.co.in / jkwadhwa@brbnmpl.co.in

Contents

Section I:	Notice Inviting Tender (NIT)	Enclosed
Section II:	General Instructions to Tenderers (GIT)	To be downloaded from website: www.brbnmpl.co.in under 'Downloads' Section.
	Part I: General Instructions Applicable to all	
	Part II: Additional General Instructions Applicable to Specific Types of Tenders:	
Section III:	Special Instructions to Tenderers (SIT)	Enclosed
Section IV:	General Conditions of Contract (GCC)	To be downloaded from website: www.brbnmpl.co.in under 'Downloads' Section
Section V:	Special Conditions of Contract (SCC)	Enclosed
Section VI:	List of Requirements	Enclosed
Section VII:	Technical Specifications	Enclosed
Section VIII:	Quality Control Requirements	Enclosed
Section IX:	Qualification / Eligibility Criteria	Enclosed
Section X:	Tender Form	Enclosed
Section XI:	Price Schedule	Enclosed
Section XII:	Questionnaire	Enclosed
Section XIII:	Bank Guarantee Form for EMD	Not applicable
Section XIV:	Manufacturer's Authorization Form	Not applicable
Section XV:	Bank Guarantee Form for Performance Security	To be downloaded from website: www.brbnmpl.co.in under 'Downloads' Section.
Section XVI:	Contract Form	Not applicable
Section XVII:	Letter of Authority for attending a Bid Opening	To be downloaded from website: www.brbnmpl.co.in under 'Downloads' Section.
Section XVIII:	Shipping Arrangements for Liner Cargoes	Not applicable.
Section XIX:	Proforma of Bills for Payments	Not applicable.
Section XX:	Proforma for Pre contract integrity Pact	Enclosed

National Competitive Bid(NCB),
OPEN TENDER ENQUIRY
Standard Bidding Document (SBD)
Section I: Notice Inviting Tender (NIT)

BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED

(Wholly owned Subsidiary of Reserve Bank of India)

**Regd & Corporate Office, No. 3 & 4 , 1st Stage, 1st Phase,
BTM Layout, Bannerghatta Road, Bengaluru – 560 029**

Phone: Telephone No:080-66602000, FAX: 080-66602039

Website : www.brbnmpl.co.in

Email: cobangalore@brbnmpl.co.in

Sealed tenders are invited from eligible and qualified tenderers “For engaging of C&F agency for clearing, forwarding etc. of imported materials of BRBNMPL, from seaports at Chennai & Kolkata and airports at Kolkata & Bengaluru” for Bharatiya Reserve Bank note Mudran Private Limited, initially for a period of three years on yearly renewal basis and subsequently extendable for further two years [one year at a time] on mutual agreed terms and conditions: renewal

1.

Type of Tender (Two Bid / PQB / EOI / RC / Development / Indigenization / Disposal of Scrap / Security item etc.	Two Bid System Part I -Techno-Commercial Bid, Part II - Price Bid
Date of issue of tender documents	From 18/05/2019 to 14.30 hours on 18/06/2019 from the Company's website.
Price of the Tender Document	Rs.1000/-
Place of issue of tender documents	Can be downloaded from our website www.brbnmpl.co.in , and the Price of tender document should be enclosed along with your offer submitted by bidder.
Closing date and time for receipt of tenders	19/06/2019 at 14.30 hours
Place of receipt of tenders	Bharatiya Reserve Bank Note Mudran Private Limited Regd & Corporate Office, No. 3 & 4 , 1 st Stage, 1 st Phase, BTM Layout, Bannerghatta Road, Bengaluru – 560 029
Time and date of opening of tenders	19/06/2019 at 15.00 hours
Place of opening of tenders	Bharatiya Reserve Bank Note Mudran Private Limited Regd & Corporate Office, No. 3 & 4 , 1 st Stage, 1 st Phase, BTM Layout, Bannerghatta Road, Bengaluru – 560 029.
Nominated Person / Designation to Receive Bulky Tender (Clause 21.21.1 of GIT)	Shri K. R. Gupta, DGM (F & A) / Shri J K Wadhwa (AGM) Bharatiya Reserve Bank Note Mudran Private Limited Regd & Corporate Office, No. 3 & 4 , 1 st Stage, 1 st Phase, BTM Layout, Bannerghatta Road, Bengaluru – 560 029

2. Interested tenderers may obtain further information about this requirement from the designated officer, details of whom is given at page No -01. They may also visit our website mentioned above for further details.

3. Tenderer can download the tender documents from the Company's website. The filled-in tender documents should be accompanied with a non-refundable tender fee of **Rs.1000/-(Rupees One thousand only), per set as fee of tender documents in the form of account payee demand draft**, drawn on a scheduled commercial bank in India, in favour of Bharatiya Reserve Bank Note Mudran Private Limited Payable at Bengaluru.

4. Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents along with tender fees in the form of cross demand draft drawn favouring BRBNMPL, 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.

5. In the event of any of the above mentioned dates being declared as a holiday/ closed day for the organization, the tenders will be received / opened on the next working day at the appointed time.

6. The tender documents are not transferable.

7. BRBNMPL reserves the right to accept / reject any / or all the applications received in response to this advertisement without assigning any reason whatsoever. Mere fulfilling basic qualification/ requirements will not by itself confer any right to receive orders, as placing orders is subject to fulfilling BRBNMPL's requirement and as per laid down procedure of the organization
If at any point of time, it is found that the information provided by the bidder is false, BRBNMPL reserves the right to cancel the application.

i) BRBNMPL reserves the right to inspect the facilities of the bidders to verify the genuineness and to ensure the conformity with the details given in the tender-offer.

ii) Tender received after the due date and time or incomplete in any respect are liable to be rejected.

iii) Each page of all documents submitted by the bidder should be duly signed with seal, by person/s on behalf of the organization having necessary authorization/Power of Attorney to do so.

8. Tenderer must understand the specifications and other requirements before submission of their Bid. We advise tenderer to understand our conditions and work requirement before submitting their offer. No claim will be entertained after the submission of the offer.

9. The tenderer shall satisfy BRBNMPL that they are competent and authorized to submit tender and/or to enter into a legally binding contract with the BRBNMPL. To this effect, any person giving

a tender shall render documentary evidence that his signature on the tender submitted by him is legally binding upon himself, his firm or company as the case may be.

10. The tender offer may be sent by Regd. Post/ Courier. Parties desirous of handing over Tender Offer by hand should drop the Tender Cover in the Tender Box kept at Corporate Office, near reception counter after recording the tender details in the register.

11. Earnest Money Deposit (EMD): The tender shall be accompanied by an interest free Earnest Money Deposit **for 5.00 lakh (Rupees Five lakh only)** as mentioned in NIT in the form of A/c payee Bank Draft/Fixed Deposit Receipt/Banker's cheque issued in favour of Bharatiya Reserve Bank Note Mudran Pvt. Ltd., payable at Bengaluru. The Bank draft /Fixed Deposit Receipt/Banker's cheque may be taken from any Commercial Schedule Bank and to be submitted along with Technical Bid only. **In case EMD is submitted in the form of Fixed Deposit then it should remain valid for a period of at least 06 (Six) months from the date of opening of tender.** EMD in any other form is not acceptable to us. On acceptance of the tender, the earnest money of successful bidder will be treated as part of security deposit. BRBNMPL will return the earnest money deposit to every unsuccessful tenderer. Withdrawal of bid at any stage of tender finalisation and/or not entering in to contract on winning the bid will lead to forfeiture of EMD.

12. Validity of tender for finalization of tender: The Tender will be finalized on overall L1 basis based upon the values / weights / quantities as mentioned in Section XI (Price-Schedule). Quoting of the rates for all categories as mentioned in Section XI is necessary, failing which the bid may be disqualified. The Bid shall be valid for a period of **120** days for finalization of the order from the date of opening of the tender. In exceptional circumstances, BRBNMPL may request the bidder's consent for an extension to the period of bid validity. The request and responses thereto shall be made in writing. A bidder accepting the request and granting extension will not be permitted to modify his bid

GUIDELINES FOR FILLING UP TWO- PART TENDER:

- i. **Part-I** - First sealed cover should contain the required EMD amount , cost of tender form (as applicable- (Price of the tender document), technical offer (catalogue/brochure etc.), supportive documents related to eligibility criteria, Tax related documents etc. along with the following annexures of this tender i.e. Section-I,II, III,IV,V,VI,VII,VIII,IX,X, XII, ,XV, ,XVII, AND XX :All the above mentioned documents should be signed by authorized signatories & stamped and to be submitted as techno-commercial offer as acceptance of terms & conditions and the required formats to be maintained. This first sealed cover should be clearly superscribed with 'Part-I Techno-commercial offer against the tender No. 001/CO/F & A /2019-20 dt 18/05/2019 **"FOR ENGAGING OF C & F AGENCY FOR CLEARING, FORWARDING ETC. OF IMPORTED MATERIALS OF BRBNMPL FROM SEAPORTS AT CHENNAI & KOLKATA AND AIRPORTS AT KOLKATA & BENGALURU ON RATE CONTRACT BASIS"**. Price Indication in the Techno-commercial offer will be summarily rejected. Offer with counter conditions are liable for rejection.

Part-II: The Second sealed cover should contain **only Section XI** – Price schedule to be used for submitting financial / price bid. Price offer submitted in any other format will liable for rejection. This second sealed cover should be clearly superscribed as 'Part-II Price/Financial bid against the tender No.001/CO /F & A/2019-20 dt 18/05/2019 **"FOR ENGAGING OF C & F AGENCY FOR CLEARING, FORWARDING ETC. OF IMPORTED**

MATERIALS OF BRBNMPL FROM SEAPORTS AT CHENNAI & KOLKATA AND AIRPORTS AT KOLKATA & BENGALURU".

- ii. The above mentioned two sealed covers should be put in **another big cover**, sealed and should be superscribed as 'Offer for Tender 001/CO/F & A/2019-20 dt 18/05/2019 **FOR ENGAGING OF C & F AGENCY FOR CLEARING, FORWARDING ETC. OF IMPORTED MATERIALS OF BRBNMPL FROM SEAPORTS AT CHENNAI & KOLKATA AND AIRPORTS AT KOLKATA & BENGALURU ON CONTRACT BASIS**, due date of opening on **19/06/2019** and should be addressed to ' Chief Financial Officer cum Company Secretary, BRBNMPL, CORPORATE OFFICE , BENGALURU -560029.
- iii. The Company is not bound to accept the lowest or any tender or to assign any reason for such non-acceptance. The Company reserves the right to reject any or all the tenders without assigning any reason thereof. If the successful bidder refuses to accept the work order or fails to execute the work order or leave the job half way after opening the quotation and becoming lowest party, BRBNMPL reserve the right to forfeit the EMD and no correspondence will be entertained and decision of the BRBNMPL will be final.

IMPORTANT NOTE: offers submitted not in line with the above guidelines will be liable for rejection. Please contact us for clarification, if any.

**For & on behalf of
Bharatiya Reserve Bank Note Mudran Pvt. Ltd**

(K. R. Gupta)

DGM (F&A)

Registered and Corporate Office
No. 3 & 4 , 1st Stage, 1st Phase,
BTM Layout, Bannerghatta Road,
Bengaluru – 560 029
Email: kr Gupta@brbnmpl.co.in

Section II: GENERAL INSTRUCTIONS TO TENDERERS (GIT)

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

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

Section III: Special Instructions to Tenderers (SIT)

The following Special Instructions to Tenderers will apply for this purchase. These special instructions will modify/ substitute/ supplement the corresponding General Instructions to Tenderers (GIT) incorporated in Section II. The corresponding GIT clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail.

(Clauses of GIT listed below include a possibility for variation in their provisions through Special Instructions to Tenderer (SIT). There could be other clauses in SIT as deemed fit.)

SL. No.	GIT Clause No.	Topic	SIT Provision
1	1,2,3,4,5,6, 7	PREAMBLE–Introduction, Language of Tender, Eligible Tenderers, Eligible Goods and Services (Origin of Goods), Tendering Expense, TENDER DOCUMENTS, Amendments to Tender Documents	No Change
2	8	Pre-bid Conference	Not applicable to this tender
3	9	Time Limit for receiving request for clarification of Tender Documents	No Change
4	10,11,12, 13,14,15	Documents Comprising the Tender, Tender Currencies, Tender Prices, Indian Agent, PVC Clause & Formula, Alternative tenders	No change
5	16	Documents Establishing Tenderer's Eligibility and Qualifications	No Change
6	17	Documents establishing Good's Conformity to Tender document	No Change

7	18	Earnest Money Deposit (EMD)	Rs. 5.00 lakhs (Rupees Five lakhs). EMD in form of Bank Guarantee is not acceptable.
8	18.2	Exemption of EMD for DGS & D and National Small Industries Corporation, N Delhi registered agencies	No Change
9	19	Tender Validity	No Change. 120 days from date of opening of tender.
10	20	Signing and Sealing of Tender Note: The following SIT provision is made with respect the following clause 20.4. Number of Copies of Tenders to be submitted : One copy only (duplicate copy not required) 20.9 : E procurement : Not permitted.	No Change.
11	21,22,23	Submission of Tenders, Late Tender, Alteration and Withdrawal of Tender	No Change
12	24	Opening of tenders Note: Please read the guidelines for filling up two part bid tender as mentioned in Page 4 above which is described in detail w.r.to clause 24.4	No Change
13	25	Basic Principle	No Change
14	26,27,28, 29,30,31, 32,33,34	Preliminary Scrutiny of Tenders, Minor Infirmary / Irregularity / Non-Conformity, Discrepancy in Prices, Discrepancy between original and copies of Tender, Clarification of Bids, Qualification / Eligibility Criteria,	No Change

		Conversion of tender currencies to Indian Rupees, Schedule-wise Evaluation, Comparison on CIF Destination Basis.	
15	35 to 49	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders, Tenderer's capability to perform the contract, Tenderer's capability to perform the contract, Cartel Formation / Pool Rates, Negotiations, Contacting BRBNMPL, AWARD OF CONTRACT, Award Criteria, Variation of Quantities at the Time of Award, Parallel Contracts, Serious Misdemeanors, Notification of Award, Issue of Contract, Non-receipt of Performance Security and Contract by BRBNMPL, Return of EMD, Publication of Tender Result.	No Change
16	50.1i,iv,viii,ix,x,xi 50.2,50.3,50.4 to 55	Rate Contract Tenders, PQB Tenders, Tenders involving Purchaser's and Pre-Production Samples, EOI Tenders, enders for Disposal of Scrap, Development / Indigenization Tenders	1. Clauses of rate contract are applicable. 2. EMD is applicable. 3. Other clauses are not applicable.
17	Section XX	Pre-contract Integrity pact	No-change

The Contract will be initially for a period of 3 years on yearly renewal basis, subject to rendering of the satisfactory services by the successful bidder.

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

Section IV: GENERAL CONDITIONS OF CONTRACT(GCC)

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

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

Section V: Special Conditions of Contract (SCC)

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

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

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

S. No	GCC Clause No.	Topic	SCC Provision
1	1,2,3,4	Definitions; Interpretation and Abbreviations, Application, Use of contract documents and information, Patent Rights.	No Change
2	6	Performance Bond / Security	No Change Performance security of Rs. 20.0 lakh is to be deposited on receipt of LOI / Work Order. On later date, depending upon the quantum of work, if additional amount of performance security is required then same is to be deposited to BRBNMPL on receipt of such information.
3	5,8,11,12 13,14,15,16, & 17	Country of origin, Packing and Marking, Transportation of Goods, Insurance, Spare Parts, Incidental Services, distribution of dispatch of docs for Clearance/ Receipts of Goods, Warranty, Imported Goods	Not applicable
4	19.3	Option Clause	No change
5	20.1	Price Adjustment Clause	No change
6	21.1 ,21.2	Taxes and Duties	No change. However, in the cases like GST etc., the beneficiary will make payment /

			deduct the amount as per statute.
7	22, 22.1, 22.2, , 22.4, 22.6,2.9,23	Terms and Mode of Payments	No change
8	24.1	Quantum of LD	No change
9	22.3, 25.1,22.8	Mode of payment for imported goods, Bank Guarantee and Insurance for Material loaned to Contractor	Not applicable
10	33,34,35	Resolution of Disputes, Applicable Law, Secrecy	The arbitration proceeding (if any) shall be held in Bangalore/Mysuru/Kolkata.
11	36	Disposal / Sale of Scrap by Tender	Not applicable

Performance Security clause is applicable to this contract.

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

Additional Special Condition of Contract:**1. ASSIGNMENT:**

- a. You shall not assign or transfer your rights and obligations under the Contract to any party without our written consent of BRBNMPL.

2. OBLIGATION OF LAWS & REGULATIONS:

- a. This Contract shall, in all respects, be governed by and interpreted according to the laws of the Republic of India.
- b. You shall strictly adhere to all Rules & Regulations as laid down by Police authorities, Regional Transport Authorities, having jurisdiction over the contract work, for the performance of the contract work.
- c. You shall, throughout the performance of this Contract, comply with all laws & regulations of Government of India, State Governments, Union Territories, Statutory Bodies or any other Government bodies as far as such bodies have jurisdiction over the Contract work or the place(s) areas, regions etc. where the operation of the Contract work takes place.
- d. Fines & penalties, if any, imposed on BRBNMPL or its representatives and authorised agents and / or on you due to your infringement or non-observance or non-compliance of any Rules framed by Government (Central, State, Union Territory), Local or Statutory Bodies, shall be borne in whole by you.

3. SERVICE CHARGES:

- a. The rate of service charges for the work carried out as per the 'Scope of Work' specified above and for meeting all obligations under the contract shall be as indicated in Section XI – price schedule of this offer and shall include all miscellaneous expenses incidental to and connected with the 'Scope of Work' mentioned above.

4. SECURITY DEPOSIT:

- a. You shall, on receipt of this LOI / Work Order, deposit an amount of Rs. **20.00 lakh** as Security Deposit with BRBNMPL in the form of a Bank Draft payable in favour of "Bharatiya Reserve Bank Note Mudran Private Limited" or furnish a Bank Guarantee for the amount towards your performance under this Contract. The amount so deposited shall be retained by BRBNMPL during the tenure of this Contract and shall be released after three months from the date of successful completion of the Contract or after settlement of the claims, if any, on you, whichever is later. The amount deposited thus, shall not earn any interest.

- b. Should, at a later date, in consideration to the quantum of work, you are required to deposit any additional amount towards the Security Deposit, the amount so required will be intimated to you and you shall be obliged to deposit the same either by a Bank Draft or furnish a Bank Guarantee for the equivalent amount in favour of Bharatiya Reserve Bank Note Mudran Private Limited.

5. TERMS OF PAYMENT:

- a. Subject to any deduction which BRBNMPL may be authorised to make under this Contract, on submission of bills and the relevant supporting documents you shall receive payment from BRBNMPL of the service charges for the actual volume of work handled as per the Contract rates stipulated within thirty days of the submission of the bills/invoices after completion of work. Provided, however, you will not be entitled to claim any interest if the payment is delayed beyond 30 days or refuse to work. Bills / Invoices are to be raised with the GST No. of the service recipient.
- b. All Bank charges in connection with payments to be made to you under this Contract shall be to your account.

6. TAXES AND DUTIES:

- a. All taxes, fees and duties or other charges which may be levied on you as Clearing Agent shall be borne and paid by you. Income Tax / Surcharge leviable on you shall be deducted at source as required under the law.

7. PENALTY:

- a. If you fail to process the documents required for the clearance of the cargo promptly and / or do not promptly and effectively coordinate the matter connected with an incidental to the clearance of cargo with various agencies and / or concerned authorities and if BRBNMPL suffers any loss / damage, as a consequence, you shall be liable to make good the loss / damage, as a consequence, you shall be liable to make good the loss / damage to BRBNMPL for such non-performance.
- b. In case BRBNMPL, at any time, is satisfied that you are unable to or otherwise do not execute the work in a manner satisfactory and / or acceptable to BRBNMPL and in accordance with the terms of this Contract, BRBNMPL shall have the right to stop the work in whole or in part, at any stage and to make arrangements to get the work done in such a manner as it may deem appropriate including through other agency(ies) and to recover from you the extra expenses, if any, incurred on this account from the monies due or that may become due to you under the terms of this Contract or any other arrangement / agreement without prejudice to any other

right and remedies available to BRBNMPL. You shall also not be entitled to any compensation whatsoever under any circumstances.

8. DEDUCTION FROM SERVICE CHARGES / SECURITY DEPOSIT:

- a. All costs, charges, damages or expenses which we may have to pay or have paid for which under this Contract, you are liable, may be deducted by BRBNMPL from any money due or may become due to you under this Contract or may be recovered from you by arbitration or otherwise.

9. ESCALATION:

- a. **Rates quoted are not subject to any variation during contractual period, except for the increase or decrease in the price of diesel. In the event of variation in the price of diesel the transportation rates shall increase / decrease by 0.3% for every 1% variation in the diesel price after the date of submission of the offer [no increase / decrease in the transportation rate for any fractional change in the percent of diesel rate. The percentage variation in diesel rate up to the whole number only will be considered for price variation]. There will be no change in the rates of categories other than transportation charges.** For price variation, the variation in the applicable diesel rate as on date of transportation shall be considered with respect base diesel rate considered for quoting the transportation rates in Section XI (Price schedule). The satisfactory documentary evidence of diesel rate as on date of transportation is to be submitted along with the bills / Invoices.

10. FORCE MAJEURE:

- a. Any delays or failure of the performance of either party caused by acts of God or the public enemy or strikes by Port workers shall not constitute default hereunder or give rise to any claim for damage.

11. RESERVATION:

- a. In addition to and without prejudice to Article – 10, BRBNMPL reserves the right to get any portion of the work done through any other agency for any reasons whatsoever by informing you in advance and the fact that the same have been withdrawn from you, shall not entitle you to prefer any claim for damages, compensation or payment.

12. TERMINATION:

- a. BRBNMPL may at any time terminate this Contract by giving you one month's prior notice in writing to that effect and shall have the liberty to appoint any other agency to carry out your obligations under this Contract.

13.EFFECTIVE DATE & TENURE:

- a. The Contract shall come into force with effect from the date of LOI / Contract / Work Order or from the date specified in the contract / work order and shall remain in force for a period of three years on yearly renewal basis (*subject to rendering of the satisfactory services by the successful bidder*) or till the date of its termination or otherwise as per Article 12 of this Contract, whichever is earlier. Beyond the said period of three years the contract may, however, be extended for further period of two years [one year at time] subject to your agreement for such extension either on the same terms and conditions thereof or on such amended terms and conditions as may be mutually agreed upon.

14.INDEMNITY:

- a. You shall be responsible for and shall indemnify defend and hold BRBNMPL harmless including all its representatives and authorised agents from and against any and all claims, loss or liabilities for personal injury, death or damage of property including equipment and materials, incurred by reason of any act of omission of your or your agents, servants, employees or mechanical appliances used on the work and arising out of or incidental to the work.

15.ARBITRATION:

- a. In case of any disputes or differences which cannot be resolved mutually between you and BRBNMPL, it shall be referred to a sole arbitrator to be appointed by both the parties by mutual consent. The award of arbitrator shall be binding on both the parties. Arbitration proceedings (if any) shall be held at Bengaluru / Mysuru / Kolkata.

16.SUBMISSION OF REPORT:

- a. You will submit to us a bi-weekly report indicating up-to-date position / action taken in the matter of clearance of all Sea / Air consignments of BRBNMPL.
- b. The selected C&F agency shall submit the copies of the Bill of Entries, of BRBNMPL's import shipment, through e-mail / courier / post to the corporate office of BRBNMPL and the service recipient within seven days of the clearance of the shipment. The original Bill of Entry of BRBNMPL's import shipments is to be submitted to the service recipients along with the Invoice / Bill of service charges.
- c. The expression "Bharatiya Reserve Bank Note Mudran Private Limited" shall be deemed to include its successors and permitted assigns.
- d. Values / weight / dimensions etc. wherever given are indicative.

- e. The term "BRBNMPL", "the Company", "us" used herein shall include its successor or assignees, including the "Bharatiya Reserve Bank Note Mudran Private Limited" for all interests and purposes.

17. Statutory payment: Any statutory payment / levies / taxes imposed /enacted by Govt (State/ Central)after finalization of tender shall be paid / recovered/ deposited/deducted by BRBNMPL accordingly as per the Statute as applicable.

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

Section VI: List of Requirements

Schedule No.	Brief Description of Goods/ Services	Cost of Tender documents	Earnest Money	Remarks
1	Tender for engaging of C & F Agency for Clearing, Forwarding etc. of imported materials of BRBNMPL from Seaports at Chennai & Kolkata and Airports at Kolkata & Bengaluru. (Detailed Scope of work and terms and conditions as per Tender).	Rs.1000/- (Rupees One thousand only)	Rs. 5,00,000/- (Rupees Five lakhs only)	Refer section - VII for technical specification and Scope of work.
<p>Note: The Contract will be initially for a period of 3 years on yearly renewal basis, subject to rendering of the satisfactory services by the successful bidder. The contract may be extended further for up to two years [one year at a time] on mutually agreed terms & conditions.</p>				

Required Delivery schedule: Should be able to manage the services from the effective date of contract/issue of LOI/work order [Tentatively from August-2019].

Required Terms of Delivery: As per the Scope of work & terms and conditions given in Section VII and price bid **should be as per Section XI.**

Address: Chief Financial Officer cum Company Secretary
BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED
Regd & Corporate Office, No. 3 & 4 , 1st Stage, 1st Phase, BTM
Layout, Bannerghatta Road, Bengaluru – 560 029

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

Section VII: Technical Specifications & Scope of work

The "Scope of Work" for clearing and forwarding, transporting and unloading / stacking of imported raw material, consumables, machinery, equipment, components, spares etc. shall be generally as follows:

1 Clearing & Forwarding:

- 1.1. The shipping documents will be forwarded to the C&F Agent's Office by BRBNMPL. The C&F Agent has to scrutinize the same and report the discrepancy, if any, within two days.
- 1.2. To keep liaison with the Shipping Company / Airlines or their agent regarding arrival of the Vessel / Aircraft and collect freight bill in advance from Shipping Company or Airlines and forward the same to BRBNMPL. The cheque and freight certificate will be forwarded to the C&F Agent's Office by BRBNMPL. The C&F Agent has to submit the same to the Shipping Company or Airlines and collect 'Delivery Order' from them.
- 1.3. To prepare and file 'Bill of Entry' to Customs, to explain all the queries of Customs after getting information and documents from BRBNMPL, collect Custom duty / Cess payment demand from Customs Authorities, make payment or forward the same to BRBNMPL for payment / re-imbursement.
- 1.4. To arrange payment of all Port / Airport Terminal charges to Port / Airport Authorities on behalf of BRBNMPL. Such payments will be made without prejudice to your obligations towards making good the amount incurred as avoidable wharf rent / terminal charges.
- 1.5. To keep a close watch to the interest of Cargo to be imported by BRBNMPL during the discharge of the cargo from vessel on the quayside until it is cleared and delivered to the BRBNMPL Presses.
- 1.6. Wherever any cargo landed in damaged condition:
 - i) to apply for survey of Steamer Company and Insurance Agent within the specified time limit;
 - ii) to obtain survey report from the authorized surveyor and submit to BRBNMPL;
 - iii) to lodge preliminary claims with the authorities concerned and submit all the correspondence to BRBNMPL.
- 1.7. Wherever goods are short landed from the vessel:
 - i) to obtain short landing certificate as per rules of the Port Authorities at the earliest;
 - ii) to lodge preliminary claims on the basis of short landing certificate with the authorities concerned and submit all the correspondence to BRBNMPL.

- 1.8. To lodge preliminary claims with the authorities concerned wherever goods are stolen from the Port Premises / Warehouses, in transit, during delivery, after obtaining the police report in the matter.
- 1.9. To arrange for opening of packages for Customs Inspection / Surveys and / or for inspection and segregation by BRBNMPL and repairing, sealing etc.
- 1.10. To provide or arrange for warehousing facilities, as may be required, for safe storage to avoid any damage, theft and pilferage.
- 1.11. To dispatch the goods from Port to BRBNMPL Printing Presses or as per dispatch instructions of BRBNMPL at the contracted rates by engaging suitable transport vehicles. The C&F Agent will be responsible for all apparent damages and shortages, if any, during transit. No transshipment from the Truck / Trailer loaded at the loading point shall be allowed except under circumstances beyond control nor any other goods shall be allowed to be loaded in the vehicle carrying Security Material of BRBNMPL.
- 1.12. To arrange for speedy unloading of materials and machinery at the Stores area of BRBNMPL. The boxes after unloading from the vehicles shall be carried and stacked at the stipulated area.

2. CLEARING AND WHARF RENT / TERMINAL CHARGE LIABILITIES:

- 2.1 You shall arrange to clear the imported materials from Sea / Air Ports at Chennai / Kolkata / Bengaluru within the rent / terminal charges free period allowed by the respective Port / Airport authorities. Should there be any delay (beyond the rent / terminal charges free period or the equivalent period thereof from the date of handing over of the document so far as air consignments are concerned) in clearance of the materials from Sea Port and / or Airport for reasons which cannot be explained to the satisfaction of BRBNMPL, the liabilities towards wharf rent / terminal charges / demurrage / detention charges accrued thereby shall be borne and met by you.
- 2.2 The shipping documents along with the original import License (wherever applicable) required towards clearance of the cargo in respect of different vessels shall be made available to you by us at least five days before the arrival of the respective vessels in Port and any delay in the matter of handing over of the documents shall be taken into account towards reckoning the number of days required for clearance of the subject consignment and apportioning the respective liabilities towards wharf rent (demurrage) between you and BRBNMPL.

3. TRANSPORTATION:

- 3.1. To engage suitable transport vehicles for safe transportation of the consignments from the DOCKS to the site stores at Mysuru / Salboni Midnapore, WB.
- 3.2. Transport vehicles shall have necessary Permit / Registration for carrying the goods to Mysuru / Salboni, Midnapore, WB. Besides, the character and antecedents of the drivers and other staff of vehicle engaged must have been verified by the police and he should have a valid driving license.
- 3.3. To deliver the boxes / goods in the same outward condition and weight as has been handed over to you at the loading point and you shall be responsible for all apparent damages and shortages, if any, during transit.
- 3.4. The packages shall be properly lashed and secured to the vehicle and shall be covered with tarpaulins.
- 3.5. No transshipment of the materials from the truck / trailer loaded at the loading point shall be allowed except under circumstances beyond your control such as breakdown of the vehicle enroute; nor any other goods shall be allowed to be loaded in the vehicle carrying our materials.
- 3.6. Should we so desire, we may depute one of our representatives to escort the material and you shall allow such representative to travel by the vehicle carrying the material and the person so deputed shall be provided with a seat in the Driver's Cabin. In such event also, your liabilities as contained under clause 2.3 shall remain unaltered.
- 3.7. Insurance for your vehicles, equipment, employees etc. shall be maintained by you at your own expense.
- 3.8. You shall ensure loading of the consignment up to the maximum capacity of permissible weight / volume in the truck / trailer. You will ensure that required precaution is taken for transportation of IMDG goods so that no damage occurs to the containers / barrel or the contents.

4. UNLOADING AND STACKING:

- 4.1. To arrange for speedy unloading of machinery / equipment etc. arriving by trucks / trailers / containers / Railway wagons at the stores / area designated by BRBNMPL.
- 4.2. The necessary lifting tackles, tools, wire rope slings of suitable capacities and other equipment such as crane / fork lift etc. for carrying out this work shall have to be arranged by you.

- 4.3. Specially skilled labour e.g. Serang, Riggers, Khalasis etc. capable for carrying out the unloading work shall be engaged.
- 4.4. Tools and tackles such as slings, chain, wire rope etc. shall have the latest certified capacity of lifting marked on them.
- 4.5. The boxes / packages after unloading from the vehicles shall be transported and stacked at stipulated places in orderly way as directed by the respective project authorities.

5. DESPATCH OF GOODS:

The goods shall be dispatched after receipt of the written despatch instruction from BRBNMPL. The receipted copy of the Consignment Note / Delivery Challan (and / or packing list) duly signed by the person authorised on behalf of the BRBNMPL affixing therein our Rubber Seal (and also the Transport Pass (forms) issued by Entry Tax authorities duly signed by the concerned authorities under the said Act, wherever applicable) shall be submitted by you to us within seven days from the time of delivery. All equipment and materials shall be deemed to be in your custody and shall be at your risk and responsibility from the moment these have been taken delivery of by you till such time these are delivered to the consignee.

6. STORAGE / TRANSPORTATION / HANDLING ENROUTE / REPAIRING:

- 6.1. In respect of any damage occurring during transportation, resulting in lodgement of claim with insurers, you shall arrange for submission of original consignment note / LR / delivery challan / packing list as appropriate, along with the necessary survey report, as required, for facilitating insurance claim.
- 6.2. The goods shall be delivered at the destinations as indicated in the Despatch Instructions to be forwarded by us to the clearing agent, directly from the Port(s) / Air Ports and should not thus involve any storage enroute.
- 6.3. Repairing and packing work will be undertaken by the Clearing agent only on specific approval of BRBNMPL in each case.
- 6.4. In case of an accident or incident enroute or during loading / unloading process, resulting in any apparent damage or loss to the cargo, you shall immediately notify all concerned including the insurer's surveyor of the full facts relating thereto and assist in speedy completion of formalities relating thereto.

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

Section VIII: Quality Control Requirements

As mentioned in the Technical Specifications and Scope of work in section VII of this tender.

Section IX: Qualification/ Eligibility Criteria

1. The prospective agencies should be bonafide, experienced, technically competent, resourceful and financially sound to carry out the assigned order.
2. The average annual turnover of the bidder during last three budget years should be more than Rs 1.644 Crores, as per their audited accounts **(Copies of the last three years Audited - Balance Sheet and Profit & Loss Account, ending 31 March 2018 are to be submitted along with the Techno-Commercial bid).**
3. The intending bidders' should have at least 5 years' experience towards clearing and forwarding of (import-consignments) of reputed organizations from customs authority at various Seaports and Airports in India **with a minimum assessable value of imports amounting to Rs. 339.00 Crore per annum on an average during the past three years. Relevant certificates in support of the above experience are to be submitted in Techno-Commercial bid.**
4. Currently the bidders should also be in the same business. (Documentary proof to be submitted along with the techno-commercial bid).
5. The bidder firm should not have suffered any financial loss for more than one year during last three Financial Years. The net worth of the firm should not have eroded by more than 30% in the last three years.

All financial standings data should be certified by certified accountants e.g. Chartered Accountants (CA) in India and certified Public Accountant / Chartered Accountant in other countries.

6. All experience, past performance and capacity/capability related/ data should be certified by the authorized signatory of the bidder firm.
7. Should have a valid CHF License and must be fulfilling other requirements to undertake C & F business as per the statute and the agency should be registered with appropriate authority. (Documentary proof to be submitted along with the techno-commercial bid).
8. **The bidder must have its offices at Chennai, Kolkata and Bengaluru and should provide their office Address at Chennai, Kolkata and Bengaluru along with contact person, telephone numbers in technical bid.**
9. The agencies/ bidders / firms who have been blacklisted by any PSU Bank/PSU /BRBNMPL or whose contract is pre closed (due to any reason) by BRBNMPL are not eligible to apply for this tender
10. Certificate of GST Registration at Chennai, Kolkata and Bengaluru (Documentary proof) is to be submitted along with the technical bid.

11. PAN Card (Documentary proof to be submitted in techno-commercial submitted).
12. Audited Annual Balance Sheets (Documentary proof to be submitted in techno-commercial submitted).
13. *Bidder to furnish stipulated documents is support of fulfillment of qualifying criteria. Non-submission or incomplete submission of documents may lead to rejection of offer.*

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

Authorized Signature with Stamp

Date:

14. The tenderer shall enclose a **confidentiality statement** duly signed and stamped as given below:

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.

(Authorised Signatory with Company seal & date.)

DECLARATION

Date:

**We, M/s..... hereby declare that our firm
has not been blacklisted either by BRBNMPL or Government of India as on date.**

(Authorised signatory with company seal & date.)

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

Section X: Tender Form

Date

To

Bharatiya Reserve Bank Note Mudran Private Limited
Regd & Corporate Office,
No. 3 & 4 ,
1st Stage, 1st Phase, BTM Layout,
Bannerghatta Road,
Bengaluru – 560 029

Ref: Tender No 01/CO/F & A/2019-20 dated 18/05/2019 FOR ENGAGING OF C & F AGENCY FOR CLEARING, FORWARDING ETC. OF IMPORTED MATERIALS OF BRBNMPL FROM SEAPORTS AT CHENNAI & KOLKATA AND AIRPORTS AT KOLKATA & BENGALURU ON RATE CONTRACT BASIS.

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 **OUR SERVICES FOR CLEARING, FORWARDING ETC. OF IMPORTED MATERIALS OF BRBNMPL FROM SEAPORTS AT CHENNAI & KOLKATA AND AIRPORTS AT KOLKATA & BENGALURU** in conformity with your above referred document for the sum of **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 up to 120 Days as required in the GIT clause 19, read with modification, if any in Section-III — "Special Instructions to Tenderers" or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

Dated this _____ day of _____

For & on behalf of

(Signature with date)

(Name and designation)

Duly authorized to sign tender for and on behalf of

.....

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

Section – XI – PRICE SCHEDULE**PRIE BID- RATES QUOTED/OFFERED****BHARATIYA RESERVE BANK NOTE MUDRAN PVT LTD., CO, BENGALURU****SEA / AIR CONSIGNMENTS: EX- CHENNAI / KOLKATA AND AIR CONSIGNMENTS: EX- BENGALURU [ON RATE CONTRACT BASIS]****A: Agency Charges:**

A	Agency charges	Chennai (Sea Port) – BRBNMPL Mysuru			Kolkata (Sea Port / Air Port) – BRBNMPL Salboni			Bengaluru (Airport) – BRBNMPL Mysuru			GST on Agency Charges		
		<i>Average CIF value (Approx.) in Rs. per Annum</i>	<i>Rate Quoted / Offered (in %)</i>	<i>Value (in Rs)</i>	<i>Average CIF value (Approx.) in Rs. per Annum</i>	<i>Rate Quoted / Offered (in %)</i>	<i>Value (in Rs)</i>	<i>Average CIF value (Approx.) in Rs. per Annum</i>	<i>Rate Quoted / Offered (in %)</i>	<i>Value (in Rs)</i>	<i>Total Agency Charges in Rs. [excluding GST]</i>	<i>Applicable GST %</i>	<i>Total Agency Charges including GST [in Rs.]</i>
		a	b	c= b% of a	d	e	f= e% of d	g	h	i = h % of g	j= c+f+i	k	l = j + (k % of j)
1.	% of CIF VALUE	320,00,00,000			360,00,00,000			450,00,00,000					
Total – A (Agency charges including applicable GST Amount in Rs. As per column l) – Rs.													

Minimum Agency Charges per Bill of Entry for SEA and AIR import shipments (for information only):

		Chennai (Sea Port) – BRBNMPL Mysuru	Kolkata (Sea Port / Air Port) – BRBNMPL Salboni	Bengaluru (Airport) – BRBNMPL Mysuru
(a)	Minimum amount per Bill of Entry – SEA	Rs.....	Rs.....	Rs.....
(b)	Minimum amount per Bill of Entry – AIR	Rs.....	Rs.....	Rs.....

Note: The Average CIF Value given above is only indicative. The successful bides shall have to carry out the custom clearance and forwarding of import shipment of BRBNMPL as per the actual requirement, on the quoted rates.

B: TRANSPORTATION UNLOADING AND STACKING CHARGES OF CARGO LESS THAN FULL TRUCKLOAD:

S. No.	Particular	Chennai (Sea Port) – BRBNMPL Mysuru			Kolkata (Sea Port / Air Port)– BRBNMPL Salboni			Bengaluru (Airport) – BRBNMPL Mysuru		
(2)	Transportation from Dock / Warehouse to destination	Approx. weight in Kg.	Rate Quoted /Offered (in Rs per Kg)	Total Value (in Rs)	Nos of Approx. weight in Kg.	Rate Quoted /Offered (in Rs per Kg)	Value (in Rs)	Approx. weight in Kg.	Rate Quoted /Offered (in Rs per Kg)	Value (in Rs)
		a	b	c = a x b	d	e	f = d x e	g	h	i = g x h
(i)	Transportation rate per Kg for the Cargo less than full Truckload	1000 Kg			1000 Kg			1000 Kg		
(ii)	Unloading & Stacking at site	1000 Kg			1000 Kg			1000 Kg		
	Total – B	Total of Column “c”			Total of Column “f”			Total of Column “i”		

Total B = Total of Column “c” + Total of Column “f” + Total of Column “i” = Rs.

Note: The approx. weight given above is only for getting the rates and for deciding the L1 bidder. The successful bides shall have to carry out the custom clearance and forwarding of import shipment of BRBNMPL as per the actual requirement, on the quoted rates.

(C) TRANSPORTATION CHARGES FROM DOCK/WAREHOUSE TO DESTINATION FOR CARGO OF FULL TRUCK LOAD (OTHER THAN CONTAINERS.)

S. No.	Particular	Chennai (Sea Port) – BRBNMPL Mysuru			Kolkata (Sea Port / Air Port)– BRBNMPL Salboni			Bengaluru (Airport) – BRBNMPL Mysuru		
(3)	Transportation from Dock / Warehouse to destination (Machinery spares etc.)	Nos. of Transpt.	Rate Quoted /Offered (in Rs)	Value (in Rs)	Nos. of Transpt.	Rate Quoted /Offered (in Rs)	Value (in Rs)	Nos. of Transpt.)	Rate Quoted /Offered (in Rs)	Value (in Rs)
		a	b	c = a x b	d	e	f = d x e	g	h	i = g x h
(i)	Closed Body Truck up to 3 MT	10 Nos.			10 Nos.			10 Nos.		
(ii)	Closed Body Truck up to 9 MT	10 Nos.			10 Nos.			10 Nos.		
(iii)	Open Body Truck	10 Nos.			10 Nos.			10 Nos.		
(iv)	High Bed Trailer (one way) up to 15 MT	10 Nos.			10 Nos.			0	-----	----
(vi)	High Bed Trailer (one way) more than 15 MT	Rate of High Bed Trailer (one way) for more than 15 MT, will be on prorata basis of their rates for weights up to 15MT.								
(v)	Semi low bed Trailer (one way) up to 15 MT	10 Nos.			10 Nos.			0	-----	----
(vii)	Semi low bed Trailer (one way) more than 15 MT	Rate of Semi low bed Trailer for more than 15 MT, will be on prorata basis of their rates for weights up to 15MT.								
	Total – “C”	Total of Column “c”			Total of Column “f”			Total of Column “i”		

Total C = Total of Column “c” + Total of Column “f” + Total of Column “i” = Rs.

Note: The Nos. of Transport given above is only for getting the rates of different categories and for deciding the L1 bidder. The successful bides shall have to carry out the custom clearance and forwarding of import shipment of BRBNMPL as per the actual requirement, on the quoted rates.

(D) TRANSPORTATION CHARGES FROM DOCK/WAREHOUSE TO DESTINATION FOR CARGO WITH CONTAINERS :

		<i>Chennai (Sea Port) – BRBNMPL Mysuru</i>			<i>Kolkata (Sea Port / Air Port)– BRBNMPL Salboni</i>			<i>Bengaluru (Airport) – BRBNMPL Mysuru</i>		
(4)	Transportation from Dock / Warehouse to destination (WMP Etc.)	Nos of Transpt.	Rate Quoted /Offered (in Rs)	Value (in Rs)	Nos of Transpt.)	Rate Quoted /Offered (in Rs)	Value (in Rs)	Nos of Transpt.	Rate Quoted /Offered (in Rs)	Value (in Rs)
		a	b	c = a x b	d	e	f = d x e	g	h	i = g x h
(viii)	20' container (up to 15 MT)	10 Nos.			10 Nos.			10 Nos.		
(xi)	20' container (above 15 MT)	Rates 20' Containers with weight above 15 MT, rates will be on prorata basis of their weight up to 15MT.								
(ix)	40' container (upto 25 MT)	10 Nos.			10 Nos.			10 Nos.		
(x)	40' container (above 25 MT)	Rates of 40' Containers with weight above 25 MT, rates will be on prorata basis of their rates up to 25 MT.								
	Total – “D”	Total of Column “c”			Total of Column “f”			Total of Column “i”		
Total D = Total of Column “c” + Total of Column “f” + Total of Column “i” = Rs.										

Note: The Nos. of Transport given above is only for getting the rates of different categories and for deciding the L1 bidder. The successful bides shall have to carry out the custom clearance and forwarding of import shipment of BRBNMPL as per the actual requirement, on the quoted rates.

E: Handling , De-stuffing, Unloading, Stacking, other charges.

Sl. No.	Particulars of Activities	Chennai (Sea Port) – BRBNMPL Mysuru			Kolkata (Sea Port / Air Port)– BRBNMPL Salboni			Bengaluru (Airport) – BRBNMPL Mysuru		
		Qty.	Rate Quoted /Offered (in Rs)	Value (in Rs)	Qty.	Rate Quoted /Offered (in Rs)	Value (in Rs)	Qty.	Rate Quoted /Offered (in Rs)	Value (in Rs)
		a	b	c = a x b	d	e	f = d x e	g	h	i = g x h
5	Handling charges									
(i)	Lift On – Loading of Loaded Containers – 20'	10 Nos.			10 Nos.			10 Nos.		
(ii)	Lift On – Loading of Loaded Containers – 40'	10 Nos.			10 Nos.			10 Nos.		
(iii)	Lift Off – Unloading of Empty Containers – 20'	10 Nos.			10 Nos.			10 Nos.		
(iv)	Lift Off – Unloading of Empty Containers – 40'	10 Nos.			10 Nos.			10 Nos.		
6	Destuffing at port / CFS [if required]									
(i)	Containers – 20'	10 Nos.			10 Nos.			0	----	----
(ii)	Containers – 40'	10 Nos.			10 Nos.			0	----	----
(iii)	Others on per Kg basis	1000 Kg			1000 Kg.			0	----	----

Note: The necessary Equipment's/ Manpower and other material for handling etc. are to be arranged by the successful bidder.

7	Unloading at site (for requirement of unloading and Stacking kindly refer para 4 on page 23 of this Tender).									
(i)	Containers – 20'	10 Nos.			10 Nos.			10 Nos.		
(ii)	Containers – 40'	10 Nos.			10 Nos.			10 Nos.		
(iii)	Others on per Kg basis	1000 Kg			1000 Kg			1000 Kg		
8	Stacking at site (for requirement of unloading and Stacking kindly refer para 4 on page 23 of this Tender).									
(i)	Containers – 20'	10 Nos.			10 Nos.			10 Nos.		
(ii)	Containers – 40'	10 Nos.			10 Nos.			10 Nos.		
(iii)	Others on per Kg basis	1000 Kg			1000 Kg.			1000 Kg.		
	Total – “E”	Total of Column “c”			Total of Column “f”			Total of Column “j”		
Total E = Total of Column “c” + Total of Column “f” + Total of Column “j” = Rs.										
	For deciding L1 Grand Total = TOTAL A + TOTAL B + TOTAL C + TOTAL D + TOTAL E = Grand Total in words :									
9	In addition to above charges Following other charges shall be paid / reimbursed on actual basis (if applicable):									
(i)	EDI service providers charges		At actuals	At actuals		At actuals	At actuals		At actuals	At actuals
(ii)	DO fees		At actuals	At actuals		At actuals	At actuals		At actuals	At actuals
(iii)	Demurrage charges, if any (with valid reasons) at actual supported by vouchers /bills.		At actuals	At actuals		At actuals	At actuals		At actuals	At actuals

NOTE:

1. Quoting of the rates for all categories as mentioned in Section XI is necessary, failing which the bid may be disqualified
2. The above Quantities, are only for getting the rates under different categories and for deciding the L1 bidder. The tender shall be finalized on overall L1 basis, based upon the values / weights / quantities etc. given above. However, the successful bidder has to arrange and provide the services as per actual requirement of BRBNMPL and as per the quoted rates. Hence, Tenderers may take note of the same and may quote accordingly.
3. GST as per applicable law shall be paid/ deposited by BRBNMPL as per actual. The rates for transportation charge etc., which is under RCM, MAY BE QUOTED "EXCLUDING" TAXES.
4. We confirm that rates quoted are not subject to any variation during contractual period, except for the increase or decrease in the price of diesel. In the event of variation in the price of diesel the transportation rates shall increase / decrease by 0.3% for every 1% variation in the diesel price after the date of submission of the offer. There will be no change in the rates of categories than transportation charges. The base price of diesel at which the transportation rate are quoted is as given below. Satisfactory documentary evidence of base diesel rate considered of either Kolkata / Bengaluru /Chennai is to submitted along with the bid.

Base rate of Diesel considered [Rs. Per Ltr.]	Date of base rate of Diesel.	Name of place whose diesel rate is considered for quoting the rates.	Remarks
		Kolkata	Satisfactory Documentary evidence for base diesel rate of Kolkata , Bengaluru and Chennai is to be submitted with the bid.
		Bengaluru	
		Chennai	

Yours faithfully,

Signature with date
(Authorized Person)

Seal

Name:
Designation:
Name of the Organisation:

Note:

1. Price bid with counter conditions are liable for rejection.
2. Price should be quoted exactly as per the format given above.
3. Rate justification is to be provided, if required by BRBNMPL

(To be filled, signed & stamped on all pages to be and submitted as Financial Bid Part –II)

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.

Sl. No.	Query	Bidder's Response
1	Brief description and of goods and services offered	
2	Offer is valid for acceptance up to	120 days from the date of opening of tender.
3	Your permanent Income Tax A/ C No. as allotted by the Income Tax Authority of Government of India (Please attach certified copy of your latest/ current Income Tax clearance certificate issued by the above authority. Also submit copy of GST registration certificate (GSTIN Number).	
4	Status:	
4a	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.	
4b	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.	
7	Whether Technical & Financial Bid is kept in two separate sealed cover with clear superscription on the envelope and these two covers are put in a big cover marking Tender details?	
8	Whether required EMD & cost of tender documents is submitted along with the technical bid.	
9	We, (Name of the Company) confirm that we abide by all the terms &	

Sl. No.	Query	Bidder's Response
	conditions of this tender and we don't have any counter conditions. We also confirm that we have submitted the financial bid separately as Part II in prescribed format (Schedule XI – Price Schedule).	

.....

(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)

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

SECTION XIII: BANK GUARANTEE FORM OF EMD (Not Applicable)

SECTION XIV: MANUFACTURER'S AUTHORIZATION FORM (Not Applicable)

SECTION XV: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY [to be downloaded from website]

SECTION XVI: CONTRACT FORM (Not Applicable)

SECTION XVII: LETTER OF AUTHORITY FOR ATTENDING A BID OPENING [to be downloaded from website]

SECTION XVIII: SHIPPING ARRANGEMENT FOR LINER CARGOES (Not Applicable)

SECTION XIX: PROFORMA OF BILLS FOR PAYMENTS (Not Applicable)

(The above applicable Sections shall be downloaded from our website: www.brbnmpl.co.in under the section 'Downloads' and signed & stamped and to be submitted along with the **Techno-Commercial Bid –Part I** as acceptance of terms & conditions.

Section XX: Pro-forma for Pre-contract Integrity Pact

PRO-FORMA OF THE PRE-CONTRACT INTEGRITY PACT

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

PRE-CONTRACT INTEGRITY PACT

General

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

WHEREAS the BUYER propose to procure **THE SERVICES OF AN AGENCY FOR ENGAGING OF THEIR C & F AGENT FOR CLEARING, FORWARDING, TRANSPORTATION ETC. OF IMPORTED MATERIALS OF BRNMPL FROM SEAPORTS IN CHENNAI & KOLKATA AND AIRPORTS IN KOLKATA & BENGALURU** for BRBNMPL and the BIDDER / SELLER is willing to offer/ has offered to supply **SUCH SERVICES**, suitable for **BRBNMPL**.
And

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

NOW THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent free from any influence / prejudiced dealings prior to, during and subsequent to currency of the contract to be entered into with a view to enabling the BUYER to obtain the desired said stores / equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

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

I. Definitions:

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

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

- 3 “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

In order to achieve these goals, the Buyer proposes to appoint one or more External Independent Monitor/s who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.
- 4 “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Buyer designed to establish bid prices at artificial, noncompetitive levels; and
- 5 “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;
- 6 “External Independent Monitor” means a person, hereinafter referred to as EIM, appointed, in accordance with Section X below, to verify compliance with this agreement.
- 7 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Buyer and includes collusive practices among Bidders (Prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the Buyer of the benefits of free and open competition;
- 8 “Party” means a signatory to this agreement.
- 9 “Purchaser or Buyer” means Bharatiya Reserve Bank Note Mudran Private Limited, incorporated under the Companies Act 1956, having their registered Office at Bengaluru 560029 and includes their successors.

- 10 "Bidder or Tenderer" means the person, firm or company submitting a tender (bid) against the invitation to Tender (bid) and includes his/its/their staff, consultants, parent and associate and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers, heirs, executors, administrators, representatives, successors.

II. Commitments of the Buyer

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

attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

III. Commitments of BIDDERS

1. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular, commit itself to the following:
- 1.1 The BIDDER will not offer directly or through intermediaries any bribe, gift consideration, reward, favour, any material or immaterial benefit, other advantage, commission, fees brokerage or inducement to any official of the BUYER connected directly or indirectly with the bidding process or to any person, organization or third party related to a contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 1.2 The BIDDER further undertakes that it has not given, offered, promised to give directly or indirectly any bribe, gift, consideration,

reward, favour any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with buyer.

- 1.3 BIDDERS of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly, the bidders of Indian nationality shall furnish the name and address of the foreign principals, if any.
- 1.4 BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary in connection with this bid / contract.
- 1.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator / authorized Government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede facilitate or in any way to recommend to the BUYER or any of its functionaries, whether official or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession, facilitation or recommendation.
- 1.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any

payment he has made is commented to or intends to make to officials of the BUYER or their family members agents brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

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

interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

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

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

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

1. If the Bidder, before contract award has committed a transgression through a violation of Section III (commitment of the Bidder) or in any other form such as to put his reliability or credibility as Bidder into question, the Buyer is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.
2. If the Bidder / Contractor has committed a transgression through a violation of Section III such as to put his reliability or credibility into question, the Buyer is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 1 year and maximum of 3 years.
3. A transgression is considered to have occurred if the Buyer after due consideration of the available evidence, concludes that no reasonable doubt is possible.

4. The Bidder/ Contractor accepts and undertakes to respect and uphold the Buyer's absolute right to resort to and impose such exclusion after giving opportunity of hearing to the bidder. This undertaking is given freely and after obtaining independent legal advice.
5. If the Bidder / Contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Buyer may revoke the exclusion prematurely, provided such systems has been audited by an independent agency.

V. Compensation for Damages

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

VI. Previous Transgression

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

2. The BIDDER agrees that if it makes incorrect statement on this subject BIDDER can be disqualified from the tender process or the contract already awarded, can be terminated for such reason.

VII. Earnest Money (Security Deposit)

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

VIII. Sanctions for Violations

1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions wherever recurred.
 - i) To immediately call off the pre-contract negotiations after assigning any reason. However, the proceedings with the other BIDDER(s) would continue.
 - ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall assign reason therefore.
 - iii) To immediately cancel the contract if already signed, without giving any compensation to the BIDDER.
 - iv) To recover all sums already paid by the BUYER and in case an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - v) To encash the advance bank guarantee and performance bond / warranty bond if furnished by the BIDDER in order to recover payments already made by the BUYER along with interest.
 - vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the

BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money due to the BIDDER.

- vii) To debar the BIDDER from participating in future bidding processes of the buyer for a minimum period of 5 years, which may be further extended at the discretion of the BUYER.
 - viii) To recover all sums paid in violation of this Pact by BIDDER(s) any middlemen or agent or broker with a view to securing the contract.
 - ix) Any letter of credit, including revolving Letter of Credit, opened by buyer, shall be rendered infructuous from the date of advice of violation by buyer.
 - x) Forfeiture of Performance Bond in case of a decision by the BUYER to seek for the forfeiture for imposing sanction for violation of this Pact.
2. The BUYER will be entitled to take all or any of the actions mentioned at Section VIII para 1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor (s) appointed for the purposes of this Pact.

IX. Fall Clause

The bidder undertakes that it has not supplied/is not supplying similar product /systems or sub-systems at a lower price than that offered in the present bid

in respect of any other customer in India, Ministry /Department of the Government of India or PSU and if it is found at any stage that similar products/systems or such systems was supplied by the Bidder to any of these entities at a lower price then that very price with due allowance for elapsed time would be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer if the contract has already been concluded.

X. External Independent Monitor

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

E-mail: sastryvvr@gmail.com

1. The BUYER appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions, neutrally and independently. He reports to the Chairperson of the Board of the Buyer.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Tender/Contract documentation of the Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to tender/contract documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor with confidentiality, provided that this clause is subject to the general confidentiality clause.
4. The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such

meetings could have an impact on the contractual relations between the Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Buyer and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, Independent External Monitor shall give an opportunity to the bidder/contractor to present its case before making its recommendations to the management of the buyer.
6. The Monitor will submit a written report to the Chairperson of the Board of the Buyer within 8 to 10 weeks from the date of reference or intimation to him by the 'Buyer' and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Chairman as prevailing with Buyer.
8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, IPC/PC Act and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word 'Monitor' would include both singular and plural.

XI. Facilitation of Investigation

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

XII. Law and Place of Jurisdiction

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

XIII. Other Legal Actions

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

XIV. Validity

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

2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case the parties will strive to come to an agreement to their original intentions.
3. The parties hereby sign this integrity pact at _____ on _____.

BUYER

Name of the Officer
Bidder"

Designation

Witness

1. _____

2. _____

BIDDER

"Authorized signatory of the

Witness

1. _____

2. _____