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<u>LIMITED TENDER ENQUIRY (LTE)</u>

CORRIGENDUM / AMENDMENT NO. 1- Date: 31/08/2021

Tender No.: 019/SAL/PUR/2021-22, dated: 21/08/2021

Tender Name: SUPPLY OF CONSUMABLES FOR HOT BEVERAGE

The following points of the referred tender are amended as per details given below.

AS PER ORIGINAL TENDER

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.)

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SL. No.	GIT Clause No.	Topic	SIT Provision
1	2	Language of Tender	To be submitted in English only.
2	3,4	Eligible Tenderers, Eligible Goods & Services (Origin of Goods).	Indian Origin only
3	8	Pre-bid Conference	Not applicable
4	11.2	Tender Currency	Indian Rupees only.
5	12.8	GST	 (i) Wherever applicable bidder shall quote the exact Tax percentage F.O.R. Salboni (West Bengal). Supplier shall be solely responsible for correctness of the HSN Code of item to be supplied and its applicable rate. Any differential amount in taxes and duties including the consequential penalty amount, if any, due incorrect HSN Code will be borne by Supplier. BRBNMPL will not be responsible for any ambiguities arising for incorrect HSN Code and its applicable rate. Supplier shall be solely responsible for any Legal Complicacy arising due to this. (ii) Bidder(s) needs to ensure that GST registration will be "Active" on the date of bid opening, it's evaluation and throughout the tenure of contract. Failing of which will lead to termination of contract and action as deemed fit as per terms of tender and also if any payment due to the contractor/supplier against Bills/Performance Security etc. will be kept on hold till the time bidder/contractor/service provider furnishes the GST clearance certificate issued by the appropriate authority to BRBNMPL.

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procurement of items/services related to public safety, health, critical security operations and equipment, etc. [Ref. SLNo.8 of Annexure-1 & SLNo.5 of Annexure-2] No proof of supply to other countries or proof of export is required. The Tender will be finalised on the basis of individual Schedule wise lowest (L1) bidder & as per other terms of conditions of the tender. 35.2 As specified. Prospective bidders should meet our tender conditions as well as the proposed services/ material should meet our required Specifications at Section VII. 35.3 Price bid evaluation will be subject to purchase preference to MSE's and Class - I Local Suppliers as per guidelines [Refer Annexure-1, Annexure-3 & Annexure-4] However, this Purchase Preference will be extended considering as "the tender quantity can be split"/"the tender quantity is divisible in nature". Note: BRBNMPL reserves right to allocate the tender quantity amongst MSEs, Local Suppliers and other L1 bidders on case to case basis within the provisions of Government guidelines. Minimum Local Content: Equal to or more than 50% for "Class - I Local Supplier" and more than 20% but less than 50% for "Class - II Local Supplier". At the time of awarding the contract, the quantity to be procured shall be re-judged based on the current data, since the ground situation may have very well changed. In that	6	12.11	Applicability of Octroi and Local taxes	No change, only firm price to be quoted.
19	7	18	EMD	_ ` _ *
Signing and Sealing of Tender 20.4. Number of Copies of Tenders to be submitted 20.9: E procurement: Opening of Tenders Price bids of only those bidders who qualify in the Techner Commercial Bid (Part-I) will be opened. Relaxation of Norms with regard to Prior Turnover and Prior experience for all MSFs and Start-ups [whether MSFs or otherwise] subject to meeting of quality and technical specifications are referred in Annexure-1, 2 For "Class -I Local Supplier" and "Class -I Local Supplier" as per the COI guidelines [refer Annexure-3] Note: This tender does not fall under the category of procurement of items/services related to public selfers, health, critical security operations and equipment, etc. [Ref. SLNo.8 of Annexure-1 & SLNo.5 of Annexure-2] No proof of supply to other countries or proof of export is required. The Tender will be finalised on the basis of individual Schedule wise lowest [11] bidder & as per other terms of conditions of the tender. S52. As specified. Prospective bidders should meet our tender conditions as well as the proposed services/ material should meet our required Specifications at Section VII. 35.2 As specified. Prospective bidders should meet our tender conditions as well as the proposed services/ material should meet our required Specifications at Section VII. 35.3 Price bid evaluation will be subject to purchase preference to MSF's and Class - I Local Suppliers as per guidelines [Refer Annexure-4]. However, this Purchase Preference will be extended to a subject to purchase preference will be subject to purchase preference will be subject to purchase preference to MSF's and Class - I Local Suppliers as per guidelines [Refer Annexure-4]. However, this Purchase Preference will be extended to a subject to purchase preference will be subject to purchase preference to MSF's and Class - I Local Supplier and other LI bidders on case to case basis within the provisions of Government of "Class - I Local Supplier" and more than 20% but less than 50% for "Class - I Loca	8	19	Tender Validity	· · · · · · · · · · · · · · · · · · ·
20.4 No. of copies One 20.4 Number of Copies of Enders to be submitted 20.9: E procurement: 20.9 E procurement: Not permitted 20.9: E procurement of Ill MSEs and Start-ups (whether MSEs por themeting of quality and technical specifications as referred in Annexure-1.2 20. E procurement of items/services related to public safety. Not: Ender does not full under the category of procurement of items/services related to public safety. Not: Ender will be finalised on the basis of individue Schedule wise lowest (L1) bidder & as per other terms of conditions of the tender. 21. 23.3.3 23.3 23.3 23.3 23.3 23.3 23.3 2			ž	
20.9 E procurement: Not permitted 21.0 Price bids of only those bidders who qualify in the Techno Commercial Bid (Part-I) will be opened. 21.0 Relaxation of Norms with regard to Prior Turnover and Prior experience for all MSEs and Start-ups [whether MSEs or otherwise] subject to meeting of qualities as per the COI guidelines [refer Annexure-3]. 22.0 For "Class - I Local Supplier" as per the COI guidelines [refer Annexure-3]. 23.1 Note: This tender does not fall under the category of procurement of times/services related to public safety, health, critical security operations and equipment, etc. [Ref. SLNo.8 of Annexure-1]. Note: This tender does not fall under the category of procurement of times/services related to public safety, health, critical security operations and equipment, etc. [Ref. SLNo.8 of Annexure-1]. Note: This tender does not fall under the category of procurement of times/services related to public safety, health, critical security operations and equipment, etc. [Ref. SLNo.8 of Annexure-2]. No proof of supply to other countries or proof of export is required. 21.1 Schedule-wise Evaluation. 22.2 Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders 23.2 As specified. Prospective bidders should meet our tender conditions of the tender. 23.2 As specified. Prospective bidders should meet our tender conditions as 4 Sections at S	9	20		20.4 No. of copies- One
Price bids of only those bidders who qualify in the Techno Commercial Bid (Part-I) will be opened.				•
Commercial Bid (Part-1) will be opened. Relaxation of Norms with regard to Prior Turnover and Prior experience for all MSEs and Start-ups [whether MSEs or otherwise] subject to meeting of quality and technical specifications as referred in Annexure-1, 2. For "Class -I Local Supplier" and "Class -II Local Supplier" as per the GOI guidelines [refer Annexure-2] as per the GOI guidelines [refer Annexure-2]. Note: This tender does not fall under the category of procurement of items/services related to public safety, health, critical security operations and equations, and equived. The Tender will be finalised on the basis of individual Schedule wise lowest (L1) bidder & as per other terms of conditions of the tender. 35.2 As specified. Prospective bidders should meet our tender conditions as well as the proposed services/ material should meet our required Specifications at Section VII. 35.3 Price bid evaluation will be subject to purchase preference to MSE's and Class - I Local Suppliers as per guidelines [Refer Annexure -1], Annexure -3 & Annexure-4]. However, this Purchase Preference will be extended considering as "the tender quantity can be split"/"the tender quantity is divisible in nature". Mote: BRNMPL reserves right to allocate the tender quantity amongst MSEs, Local Suppliers and other 1.1 bidders on case to case basis within the provisions of Government of "Class - I Local Supplier". At the time of awarding the contract, the quantity to be procured shall be re-judged based on the current data, since the ground situation may have very well changed. In that case, BRBNMPL reserves the right to increase or decrease the tendered quantity, if so warranted. NOT APPLICABLE NOT APPLICABLE NOT APPLICABLE NOT APPLICABLE			•	
Relaxation of Norms with regard to Prior Turnover and Prior experience for all MSEs and Start-ups [whether MSEs or otherwise] subject to meeting of quality and technical specifications as referred in Annexure-1, 2. 11 31 Qualification / Eligibility Criteria 22	10	24.4	Opening of Tenders	
The Tender will be finalised on the basis of individual Schedule wise lowest (L1) bidder & as per other terms & conditions of the tender. 35.2 As specified. Prospective bidders should meet our tender conditions as well as the proposed services/ material should meet our required Specifications at Section VII. 35.3 Price bid evaluation will be subject to purchase preference to MSE's and Class - I Local Suppliers as per guidelines [Refer Annexure -1, Annexure -3 & Annexure-4]. However, this Purchase Preference will be extended considering as "the tender quantity can be split"/"the tender quantity is divisible in nature". Note: BRBNMPL reserves right to allocate the tender quantity amongst MSEs, Local Suppliers and other L1 bidders on case to case basis within the provisions of Government guidelines. Minimum Local Content: Equal to or more than 50% for "Class - I Local Supplier". At the time of awarding the contract, the quantity to be procured shall be re-judged based on the current data, since the ground situation may have very well changed. In that case, BRBNMPL reserves the right to increase or decrease the tendered quantity, if so warranted. NOT APPLICABLE NOT APPLICABLE NOT APPLICABLE NOT APPLICABLE NOT APPLICABLE	11	31		Prior experience for all MSEs and Start-ups [whether MSEs or otherwise] subject to meeting of quality and technical specifications as referred in Annexure-1, 2. For "Class -I Local Supplier" and "Class -II Local Supplier" as per the GOI guidelines [refer Annexure-3] Note: This tender does not fall under the category of procurement of items/services related to public safety, health, critical security operations and equipment, etc. [Ref. Sl.No.8 of Annexure-1 & Sl.No.5 of Annexure-2] No proof of supply to other countries or proof of export is
Schedule-wise Evaluation. Schedule wise lowest (L1) bidder & as per other terms of conditions of the tender. 35.2 As specified. Prospective bidders should meet our tender conditions as well as the proposed services/ material should meet our required Specifications at Section VII. 35.3 Price bid evaluation will be subject to purchase preference to MSE's and Class – I Local Suppliers as per guidelines [Refer Annexure -1, Annexure -3 & Annexure-4]. However, this Purchase Preference will be extended considering as "the tender quantity can be split"/"the tender quantity is divisible in nature". Note: BRBNMPL reserves right to allocate the tender quantity amongst MSEs, Local Suppliers and other L1 bidders on case to case basis within the provisions of Government guidelines. Minimum Local Content: Equal to or more than 50% for "Class - I Local Supplier". At the time of awarding the contract, the quantity to be procured shall be re-judged based on the current data, since the ground situation may have very well changed. In that case, BRBNMPL reserves the right to increase or decrease the tendered quantity, if so warranted. NOT APPLICABLE				
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Variation of Quantities at the Time of Award NOT APPLICABLE NOT APPLICABLE NOT APPLICABLE NOT APPLICABLE	13		Parameters for Evaluation and	35.3 Price bid evaluation will be subject to purchase preference to MSE's and Class – I Local Suppliers as per guidelines [Refer Annexure -1, Annexure -3 & Annexure-4]. However, this Purchase Preference will be extended considering as "the tender quantity can be split"/"the tender quantity is divisible in nature". Note: BRBNMPL reserves right to allocate the tender quantity amongst MSEs, Local Suppliers and other L1 bidders on case to case basis within the provisions of Government guidelines. Minimum Local Content: Equal to or more than 50% for "Class - I Local Supplier" and more than 20% but less than 50% for "Class -II Local Supplier".
1651PQB TendersNOT APPLICABLE1752.2Purchaser's SamplesNOT APPLICABLE1852.3Pre-Production Samples:NOT APPLICABLE	14	42	-	At the time of awarding the contract, the quantity to be procured shall be re-judged based on the current data, since the ground situation may have very well changed. In that case, BRBNMPL reserves the right to increase or decrease the
17 52.2 Purchaser's Samples NOT APPLICABLE 18 52.3 Pre-Production Samples: NOT APPLICABLE	15	50	Rate Contract Tenders	NOT APPLICABLE
18 52.3 Pre-Production Samples: NOT APPLICABLE	16	51	PQB Tenders	NOT APPLICABLE
	17	52.2	Purchaser's Samples	NOT APPLICABLE
19 54 Tenders for Disposal of Scrap NOT APPLICABLE	18	52.3	Pre-Production Samples:	NOT APPLICABLE
	19	54	Tenders for Disposal of Scrap	NOT APPLICABLE

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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)

S1. No	GCC Clause No.	Topic	SCC Provision
1	1 to 5	Definitions; Interpretation and Abbreviations, Application, Use of contract documents and information, Patent Rights, Country of Origin	No Change
2	6	Performance Security	No Relaxation for bidder of any Stature. Performance Security @ 3% (Three percent) of the total value of supply order as per GOI OM No.F.9/4/2020-PPD, dated 12/11/2020.
3	7 to 15	Technical Specifications and Standards, Packing and Marking, Inspection and Quality Control, Terms of Delivery, Transportation of Goods, Insurance, Spare parts, Incidental services, Distribution of Dispatch Documents for Clearance/Receipt of Goods	No Change 14.Incidental services: Not Applicable
4	16.2,16.4	Warranty Clause	Warranty: Not Applicable
5	19, 19.3	Modification of Contract	No change.
6	20.1	Price Adjustment Clause	Not applicable
7	21.2	Taxes and Duties	If the tenderer fails to include taxes and duties in the tender, purchaser will consider no claim thereafter.
8	22	Terms and Mode of Payments	Please refer NIT of this tender.
9	24.1	Quantum of LD	No change
10	25.1	Bank Guarantee and Insurance for Material loaned to Contractor	No Change
11	33, 33.1, 33.2	Resolution of Disputes	Clauses of 33.1 and 33.2 are applicable. At Kolkata
12	36	Disposal / Sale of Scrap by Tender	Not applicable

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

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Section VI: List of Requirements

Schedule No.	Brief Description of Goods / Services	Quantity [with unit]
1.	Disposable Paper Tea Cup [As per detailed specifications attached in Section – VII]	11,50,000 Cups
2	Tea Bags [As per detailed specifications attached in Section – VII]	3,25,000 Bags
2.	Coffee Sachet [As per detailed specifications attached in Section – VII]	65,000 Sachets
3.	Sugar Sachet [As per detailed specifications attached in Section – VII]	4,50,000 Sachets.
	Milk Powder (Dairy Creamer) Sachet [As per detailed specifications attached in Section – VII]	4,00,000 Sachets

<u>Note:</u> Bidders can quote for any of the Schedule or combination of the Schedules. Purchase Orders will be issued to the parties who will be individual Schedule wise lowest bidder.

<u>Scope of Supply:</u> The Scope of work includes **Supply of Consumables for Hot Beverage** along with relevant FSSAI certificates.

Required Delivery Schedule: Successful bidder has to supply the materials on staggered / deferred supply basis on actual requirement. The details (Bi-monthly/quarterly) delivery schedule shall be given in advance by our General Stores. However, bidders should be in a position to supply first lot within 30 days of placement of confirmed order. Any defective materials related to quality observed during usage, shelf-life etc. should be replaced free of cost within the stipulated time mentioned in the schedule.

Terms of Delivery, Destination and preferred mode of Transportation: F.O.R. General Stores, BRBNMPL, Salboni inclusive of delivery as per the specification and scope of work given in Schedule VII. During delivery, a copy of the Purchase Order along with Challan and Tax invoice should be available with the person accompanying the material. The vehicles carrying the material should have proper papers including valid registration / insurance of vehicle and valid license of the Driver. All security norms as applicable to be followed.

<u>Mode of Transportation:</u> As desired by the bidders which should be in safe and secured manner. Items should be supplied in the original packing of manufacturer. <u>However, Unloading of items at General Stores shall be done by BRBNMPL.</u> The material is to be delivered and unloaded at our General Stores before 16:00 hrs on any working day. Unloading of items at General Stores shall be done by BRBNMPL. The vehicle carrying items should reach our entry gates before 12:00 hrs.

<u>Inspection of Material:</u> All supplies shall be subject to inspection by officer/s nominated by the purchaser and entitled to reject any or all of the supplies if not conforming to the specifications and terms and conditions of the purchase order.

Warranty: Not applicable for this item.

Replacement of rejected Materials: In case of rejection of materials, items must be replaced free of cost by the supplier within 15 days at his own risk and cost, on receiving such information from BRBNMPL.

The materials are to be supplied to the following address:

The General Manager Bharatiya Reserve Bank Note Mudran (P) Limited Salboni, Dist. – Paschim Midnapore Pin- 721 132, West Bengal

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AMENDED & SHOULD BE READ AS

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.)

	GIT			Page
SL. No.	Clause No.	Topic	SIT Provision	No.
1	2	Language of Tender	To be submitted in English only.	19,20
_			o ,	
2	3	Eligible Tenderers	Indian Origin only. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).	
	4	Eligible Goods & Services (Origin of Goods)	Applicable. In addition, A bidder is permitted to procure raw material, components, subassemblies etc. from the vendors from countries which share a land border with India. Such vendors will not be required to be registered with the Competent Authority as it is not regarded as "subcontracting" However, in case a bidder has proposed to supply finished goods procured directly / indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).	
3	8	Pre-bid Conference	Not applicable	19,20
4	11.2	Tender Currency	Indian Rupees only.	19,20
5	12.8	GST	(i) Wherever applicable bidder shall quote the exact Tax percentage F.O.R. Salboni (West Bengal). Supplier shall be solely responsible for correctness of the HSN Code of item to be supplied and its applicable rate. Any differential amount in taxes and duties including the consequential penalty amount, if any, due incorrect HSN Code will be borne	19,20

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			by Supplier. BRBNMPL will not be responsible for any ambiguities arising for incorrect HSN Code and its applicable rate. Supplier shall be solely responsible for any Legal Complicacy arising due to this. (ii) Bidder(s) needs to ensure that GST registration will be "Active" on the date of bid opening, it's evaluation and throughout the tenure of contract. Failing of which will lead to termination of contract and action as deemed fit as per terms of tender and also if any payment due to the contractor/supplier against Bills/Performance Security etc. will be kept on hold till the time bidder/contractor/service provider furnishes the GST clearance certificate issued by the appropriate authority to BRBNMPL.	
6	12.11	Applicability of Octroi and Local taxes	No change, only firm price to be quoted.	19,20
7	18	EMD	Nil (Bid security declaration form to be submitted as per Annexure: E)	19,20
8	19	Tender Validity	120 days	19,20
9	20	Signing and Sealing of	No Change.	19,20
		Tender 20.4. Number of Copies of Tenders to be submitted 20.9: E procurement:	20.4 No. of copies- One 20.9 E procurement: Not permitted	
10	24.4	Opening of Tenders	Price bids of only those bidders who qualify in the Techno-Commercial Bid (Part-I) will be opened.	19,20
11	31	Qualification / Eligibility Criteria	Relaxation of Norms with regard to Prior Turnover and Prior experience for all MSEs and Start-ups [whether MSEs or otherwise] subject to meeting of quality and technical specifications as referred in Annexure-1, 2. For "Class -I Local Supplier" and "Class -II Local Supplier" as per the GOI guidelines [refer Annexure-3] Note: This tender does not fall under the category of procurement of items/services related to public safety, health, critical security operations and equipment, etc. [Ref. Sl.No.8 of Annexure-1 & Sl.No.5 of Annexure-2] No proof of supply to other countries or proof of export is required.	19,20
12	33	Schedule-wise Evaluation.	The Tender will be finalised on the basis of individual Schedule wise lowest (L1) bidder & as per other terms & conditions of the tender. Bidder must quote for all the items mentioned in the each schedule, otherwise the offer will be liable for rejection. The items in Schedule: I are RESERVED FOR PURCHASE FROM SMALL SCALE	19,20

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			INDUSTRIAL UNITS including Handicraft sector as per Office Memorandum No. F.No.21(1)/2011-MA, dtd. 23/03/2012, GOI, Ministry of MSME. However, in case of NON-AVAILABILITY OF BIDDERS from the Small Scale Industrial units including Handicraft sector, it will be open to all other bidders.	
13	35.2, 35.3	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders	35.2 As specified. Prospective bidders should meet our tender conditions as well as the proposed services/ material should meet our required Specifications at Section VII. 35.3 Price bid evaluation will be subject to purchase preference to MSE's and Class - I Local Suppliers as per guidelines [Refer Annexure -1, Annexure -3 & Annexure-4]. However, this Purchase Preference will be extended considering as "the tender quantity can be split"/"the tender quantity is divisible in nature". Note: BRBNMPL reserves right to allocate the tender quantity amongst MSEs, Local Suppliers and other L1 bidders on case to case basis within the provisions of Government guidelines. Minimum Local Content: Equal to or more than 50% for "Class - I Local Supplier" and more than 20% but less than 50% for "Class - II Local Supplier".	19,20
14	42	Variation of Quantities at the Time of Award	At the time of awarding the contract, the quantity to be procured shall be re-judged based on the current data, since the ground situation may have very well changed. In that case, BRBNMPL reserves the right to increase or decrease the tendered quantity, if so warranted.	19,20
15	50	Rate Contract Tenders	NOT APPLICABLE	19,20
16	51	PQB Tenders	NOT APPLICABLE	19,20
17	52.2	Purchaser's Samples	NOT APPLICABLE	19,20
18	52.3	Pre-Production Samples:	NOT APPLICABLE	19,20
19	54	Tenders for Disposal of Scrap	NOT APPLICABLE	19,20

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

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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)

S1. No	GCC Clause No.	Topic	SCC Provision	Page No.
1	1 to 4	Definitions; Interpretation and Abbreviations, Application, Use of contract documents and information, Patent Rights.	No Change	32
2	5	Country of Origin	Applicable. In addition, a bidder is permitted to procure raw material, components, subassemblies etc. from the vendors from countries which share a land border with India. Such vendors will not be required to be registered with the Competent Authority as it is not regarded as "sub-contracting" However, in case a bidder has proposed to supply finished goods procured directly / indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).	32
3	6	Performance Security	No Relaxation for bidder of any Stature. Performance Security @ 3% (Three percent) of the total value of supply order as per GOI OM No.F.9/4/2020-PPD, dated 12/11/2020.	32
4	7 to 15	Technical Specifications and Standards, Packing and Marking, Inspection and Quality Control, Terms of Delivery, Transportation of Goods, Insurance, Spare parts, Incidental services, Distribution of Dispatch Documents for Clearance/ Receipt of Goods	No Change 14.Incidental services: Not Applicable	32

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5	16.2,16.4	Warranty Clause	Warranty: Not Applicable	32
6	18	Sub-Contracts	Applicable. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).	32
7	19, 19.3	Modification of Contract	No change.	32
8	20.1	Price Adjustment Clause	Not applicable	32
9	21.2	Taxes and Duties	If the tenderer fails to include taxes and duties in the tender, purchaser will consider no claim thereafter.	32
10	22	Terms and Mode of Payments	Please refer NIT of this tender.	32
11	24.1	Quantum of LD	No change	32
12	25.1	Bank Guarantee and Insurance for Material loaned to Contractor	No Change	32
13	33, 33.1, 33.2	Resolution of Disputes	Clauses of 33.1 and 33.2 are applicable. At Kolkata	32
14	36	Disposal / Sale of Scrap by Tender	Not applicable	32

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

Note: These changes are applicable at all other places of tender including Page Nos. given above

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Section VI: List of Requirements (Page No.33)

Schedule No.	Brief Description of Goods / Services	Quantity [with unit]
1.	Disposable Paper Tea Cup [As per detailed specifications attached in Section – VII]	11,50,000 Cups
	Tea Bags [As per detailed specifications attached in Section – VII]	3,25,000 Bags
2.	Coffee Sachet [As per detailed specifications attached in Section – VII]	65,000 Sachets
3.	Sugar Sachet [As per detailed specifications attached in Section – VII]	4,50,000 Sachets.
	Milk Powder (Dairy Creamer) Sachet [As per detailed specifications attached in Section – VII]	4,00,000 Sachets

<u>Note:</u> Bidders can quote for any of the Schedule or combination of the Schedules. Purchase Orders will be issued to the parties who will be individual Schedule wise lowest bidder. <u>Bidder must quote for all the items mentioned in the schedule, otherwise the offer will be liable for rejection</u>

The above items in Schedule: 1 (Disposable Paper Tea Cup) is RESERVED FOR PURCHASE FROM SMALL SCALE INDUSTRIAL UNITS including Handicraft sector as per Office Memorandum No. F.No.21(1)/2011-MA, dtd. 23/03/2012, GOI, Ministry of MSME. However, in case of NON-AVAILABILITY OF BIDDERS from the Small Scale Industrial units including Handicraft sector, it will be open to all other bidders.

<u>Scope of Supply:</u> The Scope of work includes **Supply of Consumables for Hot Beverage** along with relevant FSSAI certificates.

Required Delivery Schedule: Successful bidder has to supply the materials on staggered / deferred supply basis on actual requirement. The details (Bi-monthly/quarterly) delivery schedule shall be given in advance by our General Stores. However, bidders should be in a position to supply first lot within 30 days of placement of confirmed order. **Any defective materials related to quality observed during usage, shelf-life etc. should be replaced free of cost within the stipulated time mentioned in the schedule.**

Terms of Delivery, Destination and preferred mode of Transportation: F.O.R. General Stores, BRBNMPL, Salboni inclusive of delivery as per the specification and scope of work given in Schedule VII. During delivery, a copy of the Purchase Order along with Challan and Tax invoice should be available with the person accompanying the material. The vehicles carrying the material should have proper papers including valid registration / insurance of vehicle and valid license of the Driver. All security norms as applicable to be followed.

<u>Mode of Transportation:</u> As desired by the bidders which should be in safe and secured manner. Items should be supplied in the original packing of manufacturer. <u>However, Unloading of items at General Stores shall be done by BRBNMPL.</u> The material is to be delivered and unloaded at our General Stores before 16:00 hrs on any working day. Unloading of items at General Stores shall be done by BRBNMPL. The vehicle carrying items should reach our entry gates before 12:00 hrs.

<u>Inspection of Material:</u> All supplies shall be subject to inspection by officer/s nominated by the purchaser and entitled to reject any or all of the supplies if not conforming to the specifications and terms and conditions of the purchase order.

Warranty: Not applicable for this item.

Replacement of rejected Materials: In case of rejection of materials, items must be replaced free of cost by the supplier within 15 days at his own risk and cost, on receiving such information from BRBNMPL.

The materials are to be supplied to the following address:

The General Manager

Bharatiya Reserve Bank Note Mudran (P) Limited

Salboni, Dist. - Paschim Midnapore, Pin-721 132, West Bengal

Note: These changes are applicable at all other places of tender including Page Nos. given above

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Annexure-F: Model Clauses for Tenders

- 1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- 2. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 3. "Tender" will include other forms of procurement, except where the context requires otherwise.
- 4. "Bidder from a country which shares a land border with India" means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d.An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g.A consortium or joint venture where any member of the consortium or joint venture falls under any of the
- 5. The *beneficial owner* for the purpose of 4 above will be as under:
 - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;
 - ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v.In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 6. An "Agent" is a person employed to do any act for another, or to represent another in dealings with third person.
- 7. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 4 above.
- 8. A bidder is permitted to procure raw material, components, subassemblies etc. from the vendors from countries which share a land border with India. Such vendors will not be required to be registered with the Competent Authority as it is not regarded as "sub-contracting". However, in case a bidder has proposed to supply finished goods procured directly / indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

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Annexure-G

(To be submitted on the Bidder's Company's Letterhead)

DECLARATION REGARDING RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA

To,

	General Manager IMPL, Salboni.
	Declaration Regarding Restrictions on Procurement from a Bidder of a Country
	n shares a Land Border with India Tender no
Dear :	
I/We	declare that
-	"I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/We certify that M/s(Name of Bidder) is not from such a country or, if
	from such a country, has been registered with the Competent Authority. I hereby certify that M/s
[Whe	re applicable, evidence of valid registration by the Competent Authority shall be ned.]".
Furth	er I/We declare that
2.	"I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/We certify that M/s(Name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I/We hereby certify that M/s
[Whe:	regard and is eligible to be considered. re applicable, evidence of valid registration by the Competent Authority shall be ned.]"
Place:	Signature:
Date:	Name:
Desig	nation:
Autho	orized Signatories
Seal	

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

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All other terms and conditions remain unchanged.

This Corrigendum/Amendment forms part of the referred Tender. This page of Corrigendum/Amendment is to be submitted along with Techno-Commercial Bid (Part – I) duly signed and sealed by authorised signatory.

Bidders who have already submitted their sealed offer have to submit the page of this Corrigendum/Amendment duly signed and sealed by authorised signatory within the closing date of submission.

For & on behalf of BRBNMPL, Salboni

--sd--

(A. K. Srivastava)
Deputy General Manager (MMD)
BRBNMPL, Salboni