

BHARATIYA RESERVE BANK NOTE MUDRAN (Pvt.) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

TENDER DOCUMENTS FOR SUPPLY OF COMPLETELY CLOSED METAL BODY TRUCKS /CONTAINERIZED TRUCKS FOR TRANSPORTATION OF HIGHLY SENSITIVE SECURITY MATERIALS ON RATE CONTRACT BASIS FOR THREE YEARS ON YEARLY RENEWABLE BASIS

OPEN TENDER ENQUIRY (OTE)/NATIONAL COMPETITIVE BIDDING (NCB)**Standard Bidding Document (SBD)****BHARATIYA RESERVE BANK NOTE MUDRAN (P) LIMITED****(Wholly owned Subsidiary of Reserve Bank of India)****P.O. : R.B.N.M.L., Salboni, Paschim Medinipur, West Bengal (Pin – 721 132)****Phone: 03227-280212, 280213, FAX: 03227- 280744, 280222**Website: www.brbnmpl.co.inEmail: salbonipress@brbnmpl.co.in

SAL/FF/PUR/F/01/08

Not Transferable**Security Classification: Security Item****By Speed post / Courier service/Downloaded from website****Tender Enquiry No. 064/SAL/PUR/2020-21, Dated: 18/03/2021**

BNM No.: / (S) 07.07.01/TE-064/2020-21	Last Date & Time for submission of tender:	20/04/2021 upto 11.30AM
Dated: 18/03/2021	Tender opening Date & Time:	20/04/2021 at 11.45 AM
Cost of Tender form: Rs. 2,500/-	Earnest Money Deposit (EMD) : <u>NIL</u> with Bid Security Declaration	

TENDER DOCUMENT FOR “SUPPLY OF COMPLETELY CLOSED METAL BODY TRUCKS /CONTAINERIZED TRUCKS FOR TRANSPORTATION OF HIGHLY SENSITIVE SECURITY MATERIALS ON RATE CONTRACT BASIS FOR THREE YEARS ON YEARLY RENEWABLE BASIS”

Tender No. 064/SAL/PUR/2020-21 dated 18/03/2021

This tender document contains: **086** pages

The tender document is sold to:

M/s. _____
Address _____

Details of Contact person in BRBNMPL regarding this tender:

Name: **Shri A.K. Srivastava**, Designation:- Deputy General Manager**Address:****The General Manager,****Bharatiya Reserve Bank Note Mudran Private Limited****Salboni, Dist- Midnapore (West)****Pin- 721 132, West Bengal**

Phone No. 03227-280176; Fax: 03227-280744; 03227-280222

Email : aksrivastava@brbnmpl.co.in; dapatil@brbnmpl.co.in; salbonipress@brbnmpl.co.in

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1. The General Manager, BRBNMPL, Salboni, invites sealed Quotation from eligible and qualified tenderers in the enclosed formats under two-bid system (Techno- commercial bid and Price bid) for supply of following services:

Schedule No.	Brief Description of Goods / Services	Quantity (with unit)	Earnest Money (*EMD) in ₹	Remarks
I	Supply of completely closed metal body trucks/ Containerized trucks for Transportation Of Highly Sensitive Security Materials On Rate Contract Basis For Three Years On Yearly Renewable Basis from our Press, BRBNMPL Salboni to RBI- Kolkata, Kolkata Airport (NSCBI), RBI-Bhubaneswar, RBI-Patna and other locations (Vizag, Varanasi, Allahabad, Gorakhpur, Lucknow) as per Section VI: List of Requirements.	509400 KM (Approx.) per annum	NIL (Bid Security Declaration as per Annexure - H)	Scope of Work and Terms & Condition as per Section VII of this tender

*** EMD exempted categories: Refer para 12 below of Section I of NIT**

Type of Tender (Two Bid / PQB / EOI / RC / Development / Indigenization / Disposal of Scrap / Security item etc.	Open Tender - Two Bid System (Part-I Techno-commercial bid & Part-II Financial/Price Bid)
Date of issue of tender documents	From 18/03/2021 to 19/04/2021 during office hours
Price of the Tender Document	₹ 2,500/-
Place of sale of tender documents	Purchase Section, Bharatiya Reserve Bank Note Mudran (P) Limited, Note Mudran Nagar, Salboni 721132 (OR) Can be downloaded from our website www.brbnmpl.co.in , in which case Price of tender document should be enclosed along with your offer.
Closing date and time for receipt of tenders	20/04/2021 at 11.30 hours
Place of receipt of tenders	Administrative Building, Bharatiya Reserve Bank Note Mudran (P) Limited, Note Mudran Nagar, Salboni 721132.

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Time and date of opening of tenders	20/04/2021 at 11.45 hours
Place of opening of tenders	Administrative Building, Bharatiya Reserve Bank Note Mudran (P) Limited, Note Mudran Nagar, Salboni 721132.
Nominated Person (s) / Designation to Receive Bulky Tender (Clause 21.1 of GIT)	Asst. General Manager (MMD) / Deputy General Manager (MMD) Bharatiya Reserve Bank Note Mudran (P) Limited, Note Mudran Nagar, Salboni 721132.

- 2 Interested tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website mentioned above for further details.
- 3 Tender documents may be purchased on payment of non-refundable fee of Rs.2,500/- (Two Thousand Five Hundred Rupees) per set through :-

- a) Account Payee Demand Draft / Banker's cheque drawn from any branch of SBI in India, in favour of Bharatiya Reserve Bank Note Mudran (P) Limited, payable at State Bank of India, Note Press Branch (Branch Code No: 3558), Salboni, P.O.-R.B.N.M.L., PIN-721132, Dist-West Midnapore, West Bengal. If drawn from any branch of SBI in India. If drawn from any other scheduled Commercial Bank in India, it should be payable at Midnapore.
- b) Online Bank Transfer (Proof of online transfer should be submitted along with the Techno-Commercial Bid (Part - I)) through NEFT/RTGS can be made at the following BRBNMPL account maintained with Salboni Note Press Branch of State Bank of India: -

Beneficiary Name	Bharatiya Reserve Bank Note Mudran (P) Limited
Name & Address of the Beneficiary	P.O.-R.B.N.M.L., BRBNMPL, Salboni-721132, Dist-West Midnapore, West Bengal
Bankers Name & Branch Address	State Bank of India, Note Press Branch, Salboni, P.O.- R.B.N.M.L., PIN-721132, Dist-West Midnapore, West Bengal
Account Type and Number	Cash Credit/ 11678747799
IFSC Code /MICR Number	IFSC Code: SBIN0003558 / 721002804

- c) Other Electronic Modes of Payment as per UPI id and QR code given below.
- (i) Other Electronic mode of payment such as Debit Card powered by RuPay,
- (ii) Unified Payments Interface (UPI) (BHIM-UPI), Unified Payments Interface Quick Response Code (UPI QR Code) (BHIM-UPI QR Code)



Note: In case of (b) and (c) mode of payments, bidders are requested to send proof of the same, after completion of transaction, to the contact email given in the tender by giving reference of the Tender number, Name of company/firm and mobile number.

- 4 If requested, the tender documents will be mailed by registered post / speed post to the domestic tenderers and by international courier to the foreign tenderers, for which extra expenditure per set

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will be Rs.500/- for domestic post and Rs.5000/- for international courier. The tenderer is to add the applicable postage cost in the non-refundable fee mentioned in Para 3 above.

5. Tenderer may also download the tender documents from the web site and submit its bid by utilizing the downloaded document, along with the required non- refundable fee as mentioned in Para 3 above.
6. Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are dropped in the tender box located at the address given 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.
7. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organization, the tenders will be sold / received / opened on the next working day at the appointed time.
8. The tender documents are not transferable.
9. The eligible bidder shall be selected as per the eligibility criteria mentioned in Section IX of the tender and Tender shall be finalized on Lowest L1 bidder from eligible bidders as per Section XI.
10. BRBNMPL reserves the right to Cancel the tendering Process / Reject all Bids / Re-tender without assigning any reason thereof. BRBNMPL also reserves the right to accept the Bid in whole or in part. Incomplete Bid documents submitted not in accordance with the directions issued shall be liable for rejection.
11. Tenderer shall note that the tender document is kept same for all schedules, if more than one schedule is specified, for administrative convenience. BRBNMPL reserves the right to conclude contract for each schedule independently as per the response and qualification.
12. **Relaxations, exemptions and other conditions for Central Purchase Organization (CPO), Micro and Small Enterprises (MSEs) Order 2012 for MSEs & Start-ups; Public Procurement (Preference to Make India) Order 2017:**

The tenderers who are currently registered and shall continue to **remain registered during the tender validity period** with Central Purchase Organization (CPO) or as a Micro and Small Enterprise (MSE) as defined in MSEs Order 2012 issued by Ministry of Micro, Small and Medium Enterprises (MSME) or as a Start-up as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), are exempted from payment of **tender fee** and **earnest money**. In case the tenderer falls in these categories, it should furnish certified copy of its valid registration details (registration as a MSE or Start-up, as the case may be).

No exemption will be given for depositing of security deposit (SD) to any DIC / SSI / MSME /NSIC/Start-up registered firm.

Considering the critical security operations involved in Execution of Tendered item **no relaxation in Eligibility Criteria and Purchase Preference will be considered for this Tender.**

13. **Guidelines for filling two-part tender:**

- a) **Part I:** First sealed cover should contain the required "Bid Security Declaration" in company letterhead in lieu of EMD amount, cost of tender form, technical offer (catalogue/brochure/specifications etc.), tender document including corrigendum pages (if any); supportive documents related to eligibility criteria, tax related documents etc. along with ALL annexures of this tender **except Section XI (Price Schedule)**. All the pages included as Tender Document should be legible, neatly numbered and signed by authorized person with official seal of the Firm as acceptance of the terms and conditions. Offers with Counter Conditions are liable for rejections. This first sealed cover should be clearly super-scribed with **"Part I - Technical Bid - Tender Enquiry No. 064/SAL/PUR/2020-21 dated 18/03/2021 for "SUPPLY OF COMPLETELY CLOSED METAL BODY TRUCKS /CONTAINERIZED TRUCKS FOR TRANSPORTATION OF HIGHLY SENSITIVE SECURITY MATERIALS ON RATE CONTRACT BASIS FOR THREE YEARS ON YEARLY RENEWABLE BASIS" as per Section VI: List of requirement"**. Bid containing any price indication in the Technical Bid will be summarily rejected.

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- b) **Part II:** Second sealed cover should contain only section XI (Price Schedule) (duly sealed and signed). Format provided in the tender document for price schedule should be followed and any other format will be liable for rejection. This second sealed cover should be clearly super-scribed with **"Part II - Price Bid - 064/SAL/PUR/2020-21 dated 18/03/2021 for "SUPPLY OF COMPLETELY CLOSED METAL BODY TRUCKS /CONTAINERIZED TRUCKS FOR TRANSPORTATION OF HIGHLY SENSITIVE SECURITY MATERIALS ON RATE CONTRACT BASIS FOR THREE YEARS ON YEARLY RENEWABLE BASIS" as per Section VI: List of requirement"**.
- c) The above mentioned sealed covers (Part I & II) should be put in another big cover, sealed and super-scribed as **"Offer Tender Enquiry No. 064/SAL/PUR/2020-21 dated 18/03/2021 for "SUPPLY OF COMPLETELY CLOSED METAL BODY TRUCKS /CONTAINERIZED TRUCKS FOR TRANSPORTATION OF HIGHLY SENSITIVE SECURITY MATERIALS ON RATE CONTRACT BASIS FOR THREE YEARS ON YEARLY RENEWABLE BASIS" with due date of opening as 20/04/2021 and should be addressed to "The General Manager, BRBNMPL, Note Mudran Nagar, PO.: RBNML, Salboni-721132"**.

14 Price / Rate:

- a) The rate shall be on **per truck and per KM** basis. It shall **include** all cost with regard to Driver(s)/Helper wages, Fuel(Diesel), maintenance and servicing of trucks, Road taxes, Pollution under control certificates, Insurance, Mobil /Engine oils and other lubricant costs, other operation cost etc.. It may be noted that the Minimum wages at the rate of skill category (as per Central Govt. or Govt. of West Bengal, whichever is higher) and others benefits of the driver/s, as per requirement shall be considered and to be paid to Drivers(skilled)/Helpers(unskilled). All statutory payments for both drivers/Helpers and vehicles, Necessary Commercial Road Permits/Inter State Permits required for travel to destination Kolkata /Airport-Kolkata (for Guwahati Air Consignments)/ Bhubaneswar / Patna and back or any other places in India as and when required to considered in quote.
- b) Differential Fuel rate shall be considered for payment[refer clause 22 below]. Rates should be quoted **only** in the **"Section-XI (Price Schedule)"** in the manner as given therein. Rates/offer given in any other manner will not be accepted. Work Order will be issued to the party who will be lowest (L-1) bidder.

15 Tenure of Contract : The Service Contract may be assigned initially, for a period of one year. However, the contract can be extended for further period of two years (one year at a time) upon satisfactory performance of Service Provider.

- a) The extension of contract shall be done at the quoted rate for the respective year and with same terms and conditions. The Service Provider should request for extension of Contract along with the Security Deposit (SD)/ Performance Security applicable for that year at least One Month before expiry of the existing contract.
- b) In case it is not possible to conclude new rate contracts before the expiry of existing ones, due to some special reasons, the existing rate contracts would be extended with same terms, conditions etc. for a suitable period, with the consent of the rate contract holders. Period of such extension would generally not be more than three months.

16 Payment Terms:

- a) The Bills / Invoice with Consignees name and Contract / Work Order reference along with all other required documents shall be submitted in duplicate after completion of the work for our record regularisation.

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- b) The Contractor shall raise the bill for each consignment along with proof of fuel rate for the concern consignment separately and submit all the bills of each month for settlement of payment on monthly basis. The concerned officers should certify the bill about the completion of work after verifying the records and other relevant documents maintained for the purpose.
- c) Statutory Deductions as applicable shall be made from the gross bill amount. DD/RTGS/NEFT charges shall be borne by you. For RTGS/NEFT payment you may forward your Bank Mandate and other details along-with your invoice & copy of your latest GST returns for immediate e-payment, if not quoted under RCM. Bidder has to furnish the price-break-up including the tax components. Any revision (increase/decrease) in Statutory rates after opening the tender will be paid at actuals on producing the documentary evidence.
- d) **Any increase in statutory duties beyond scheduled Processing Period is not attributable to BRBNMPL and the same will have to be borne by the Service Provider.**
17. **EMD:** NIL in line with the Govt. of India, Ministry of Finance, Office Memorandum No. F.9/4/ 2020-PPD, dated 12th November 2020 for Bid Security / Earnest Money Deposit. However, The Bidder is required to submit one **“Bid Security Declaration” in Company Letter Head** as per Annexure – H
18. **Security Deposit (SD)/ Performance Security:** Within twenty-one days after the issue of this Notification of Award of Contract / LOI by BRBNMPL, in line with the Govt. of India, Ministry of Finance, Office Memorandum No. F.9/4/2020-PPD, dated 12th November 2020 for Performance Security, the contractor **shall furnish Security Deposit to BRBNMPL, Salboni** for an amount equal to **3% of the estimated value of the contract** which may be submitted in bidding currency i.e. INR. In case Security Deposit / Performance Bond to be submitted in form of Bank Guarantee, the same should be in the name of “Bharatiya Reserve Bank Note Mudran Private Limited, Salboni” and should be valid up to Sixty days after date of completion of all contractual obligations Format of Bank Guarantee (BG) as per Section – XV - Bank Guarantee Form for Performance Security.
- For Extension of the Contract the Service Provider along with the request for extension of Contract should submit the Security Deposit (SD)/ Performance Security applicable for that year at least One Month before expiry of the existing contract.
- Performance Security will be released without any interest after successful completion of all contractual obligations of that particular year and submission of “No Demand Certificate”.
- Any breach of Contract as per the terms and condition will lead to forfeiture of the Performance Security. Decision of BRBNMPL will be Final and Binding
19. **Finalisation of Tender :** The Tender will be finalised on the basis of **Overall - L1**. Under mentioned procedure will be followed for issue of Work Order.
- a) Notification of Award of Contract (NOA) / Letter of Intent (LOI) for will be issued by BRBNMPL, Salboni to successful bidder (s).
- b) Successful Bidder (s) shall furnish performance securities to BRBNMPL Salboni as mentioned at Clause No. – 18 above.
- c) Successful Bidder (s) shall execute an Agreement with BRBNMPL in Non-Judicial Stamp Paper at BRBNMPL, Salboni.
- d) Separate Work Order will be issued by BRBNMPL Salboni only after acceptance of Notification of Award of Contract, and after submission of Performance Security by the Bidder along with execution of Agreement in Non-Judicial Stamp Paper.

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20. **Bank charges:** Bank charges on DD, Online Bank Transfer through RTGS/NEFT or Other Electronic Modes of Payment towards Tender form, EMD and performance security to be borne by the bidder/supplier only.
21. Toll Tax and parking charges (if any for outside duty) shall be reimbursed to the contractor along with settlement of monthly bill on submission of original supporting documents.
22. **Fuel Escalation Clause:** Rates quoted are not subject to any variation during contractual period, except for escalation / de-escalation in price of Diesel (Base fuel rate of vehicle).
0.30% escalation or vice versa on quoted rates shall be allowed for every 1% rise/fall in fuel price proportionately. Base price of fuel shall be rate of Diesel @ **Rs.84.60** per litre prevailing at Midnapore on **15th March 2021**. Differential (Increase/Decrease in fuel) rate shall be applied for actual payment for which documentary evidence shall be submitted along with bill/invoice/claim.
23. The price should be firm for the contract period and there shall be no variation/escalation on any account except the above factors. No claim in respect of road tax, penalty for any type of violation of any relevant rules etc., shall be payable by BRBNMPL.
24. **Commencement & Completion of Work:** Successful bidder should commence and complete the work as per Required Schedule in Section – VI – List of Requirements and Scope of Work, Terms and Conditions in Section - VII.
25. 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.
26. Bidders who have been black listed /debarred by BRBNMPL or any PSU or any Government Departments and stands black listed /debarred as on tender opening date are not eligible to participate in this tender.
27. Self-certified copies (with seal of firm) of this **Tender document, corrigendum if any** along with other **documents mentioned in the tender** are to be submitted along with the Bid.
28. No counter conditions shall be accepted.
29. **Bidders to write Page Nos. on each page of the tender documents submitted.**
30. Offers submitted not in line with the above guidelines shall be liable for rejection.
31. **Fore Closure:** Bharatiya Reserve Bank Note Mudran Private Limited reserves the right to short close the Work Order placed on the contractor by serving **30 days prior written notice** on the supplier at any time during the currency of the contract.
32. If any clarification is required, bidders are advised to send their request in writing to the contact details mentioned at Page 1 of this tender so as to reach as prescribed in Section - III -Special Instructions to Tenderers (SIT) for Clause No. 9 of GCC (Section – II).
33. Submission of authentic documents in time is the prime responsibility of the bidder. In case of ambiguity or incomplete documents pertaining to bid submitted, bidders may be given only one opportunity with a fixed deadline after bid opening to provide complete and unambiguous documents in support of meeting the Pre Qualification Criteria. In case the bidder fails to submit any document or submits incomplete documents within the given time, the bidder's tender will be rejected.
34. BRBNMPL reserves the right to complete the evaluation based on the details furnished with the bid without seeking any additional information. BRBNMPL reserves the right to accept or reject or cancel the lowest or any other Tender Offer without assigning any reason thereof.

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35. A Tender is also liable for rejection in the following circumstances:
- **“Bid Security Declaration” in Company Letterhead not** as per Annexure – H in lieu of EMD
 - Does not fulfil minimum pre qualification criteria as per the Tender Documents
 - Submits the tender late i.e. after due date and time
 - Stipulates the validity period less than what is stated in the Tender Documents
 - Stipulates his own conditions and does not agree to withdraw the deviations, rendering his bid unacceptable
 - Does not disclose the full names and addresses of all his partners or Directors as applicable wherever called for in the tender.
 - Does not submit bid in the prescribed format making it impossible to evaluate the bid
 - Indulges in tampering of tender documents
 - Does not conform to any tender condition which stipulates non-conformance of tender conditions as a rejection criteria
36. **Pre-Contract Integrity Pact (IP):** Submission of duly signed IP, along with tender, is a mandatory pre requisite to be eligible for further evaluation. The signed IP should be complete in all respect and is required to be submitted along with the Bid. Bid not having the duly signed & stamped IP attached with it will be rejected. Partial submission of IP document will also not be considered. Pre Contract Integrity pact is applicable for this tender and the details of IEM for this tender is furnished below:

Name : Shri V.V.R. Sastry, Ex- CMD/BEL
Address : 957, 9th Main, 3 stage, 3 Block,
Basaveswaranagar, Bangalore- 560079.
E-mail : sastryvvr@gmail.com

Yours faithfully,

For & on behalf of BRBNMPL

Deputy General Manager (MMD)

Bharatiya Reserve Bank Note Mudran Private Limited

Salboni, Dist- Midnapore (West); Pin- 721 132, West Bengal

Phone : 03227-280176 / 280317; Fax: 03227-280744 / 280222

Email: aksrivastava@brbnmpl.co.in; dapatil@brbnmpl.co.in; salbonipress@brbnmpl.co.in

TENDER DOCUMENTS FOR SUPPLY OF COMPLETELY CLOSED METAL BODY TRUCKS /CONTAINERIZED TRUCKS FOR TRANSPORTATION OF HIGHLY SENSITIVE SECURITY MATERIALS ON RATE CONTRACT BASIS FOR THREE YEARS ON YEARLY RENEWABLE BASIS**Section II: General Instructions to Tenderer (GIT)****Part I: General Instructions Applicable to all Types of Tenders****A PREAMBLE****1. Introduction**

1.1 Definitions and abbreviations, which have been used in these documents, shall have the meanings as indicated in GCC.

1.2 For sake of convenience, whole of this Standard Bidding Document (including all sections) is written in reference to Procurement of Goods Tenders. However, this SBD would be utilized for all types of Tenders e.g. EOI, PQB, Rate Contract, Tenders involving Samples, Sale / Disposal of Scrap Material and Development / indigenization etc., Procurement of Services etc. Therefore the construction of all clauses are to be interpreted in the context of particular type of tender beyond the letter of the clause, read with the additional clauses for the specific type of tenders in Part II GIT/ GCC.

1.3 These tender documents have been issued for the requirements mentioned in Section - VI - "List of Requirements", which also indicates, inter-alia, the required delivery schedule and terms & place (i.e. destination) of delivery.

1.4 This section (Section II - "General Instruction to Tenderers" - GIT) provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract. With this limited objective, GIT is not intended to be complete by itself and the rest of this document - SIT, GCC and SCC in particular may also be thoroughly studied before filling up the Tender Document. There would be certain topics covered in GIT/SIT as well as in GCC/SCC from different perspectives. In case of any conflict between these, provisions of GCC/SCC would prevail.

1.5 The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.

2. Language of Tender

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

For purposes of interpretation of the tender, the English

translation shall prevail.

3. Eligible Tenderers

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

4. Eligible Goods and Services

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

5. Tendering Expense

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

B TENDER DOCUMENTS**6. Content of Tender Documents****6.1 The tender document includes: -**

1. Section I : Notice Inviting Tender (NIT)
2. Section II : General Instructions to Tenderers (GIT)
Part I : General Instructions applicable to all types of tenders
Part II : Additional General Instructions applicable to specific types of tenders
3. Section III : Special Instructions to Tenderers (SIT)
4. Section IV : General Conditions of Contract (GCC)
5. Section V : Special Conditions of Contract (SCC)
6. Section VI : List of Requirements
7. Section VII : Technical Specifications
8. Section VIII : Quality Control Requirements
9. Section IX : Qualification / Eligibility Criteria
10. Section X : Tender Form
11. Section XI : Price Schedule
12. Section XII : Questionnaire
13. Section XIII : Bank Guarantee Form for EMD
14. Section XIV : Manufacturer's Authorization Form
15. Section XV : Bank Guarantee Form for Performance Security
16. Section XVI : Contract Form
17. Section XVII : Letter of Authority for attending a Bid Opening
18. Section XVIII : Shipping Arrangements for Liner Cargoes
A : In respect of CFR, CIF, Turnkey/F.O.R. contracts for import
B : In respect of FOB/FAS contracts for import
19. Section XIX : Proforma of Bills for Payments
20. Section XX : Proforma for Pre Contract Integrity Pact

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

7. Amendments to Tender Documents

7.1 At any time prior to the deadline for submission of tenders, BRBNMPL may, for any reason deemed fit by it, modify the tender documents by issuing suitable amendments to it.

7.2 Such an amendment will be uploaded in the website and notified in writing by registered / speed post or by fax / telex / e-mail, followed by copy of the same by suitable recorded post to all prospective tenderers, which have received the tender documents and will be binding on them.

7.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, BRBNMPL may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

8. Pre-Bid conference

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

9. Clarification of Tender Documents

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

C PREPARATION OF TENDERS**10. Documents Comprising the Tender**

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

- Tender Form and Price Schedule along with list of deviations (ref Clause 19.4) from the clauses of this SBD, if any.
- Documentary evidence, as necessary in terms of GIT clauses 3 and 16 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.

c. Documents and relevant details to establish in accordance with GIT clause 17 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the tender documents along with list of deviations if any (ref clause 17.3 of GIT).

d. Earnest money furnished in accordance with GIT clause 18.18.1 alternatively, documentary evidence as per GIT clause 18.2 for claiming exemption from payment of earnest money. And

e. Questionnaire as per Section XII.

f. Manufacturer's Authorization Form (ref Section XIV, if applicable)

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

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

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

11. Tender currencies

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

11.2 Where the tender condition specifies acceptance of quotations in different currencies, then, for domestic goods, prices shall be quoted in Indian rupees only and for imported goods, prices shall be quoted either in Indian rupees or in the currency stipulated in the SIT, mentioning, inter-alia, the

exchange rate adopted for converting foreign currency into Indian Rupees. As regards price(s) for allied services, if any, required with the goods, the same shall be quoted in Indian Rupees if such services are to be performed / undertaken in India.

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

12. Tender Prices

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

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

12.3 The quoted prices for goods offered from within India (goods manufactured in India or goods of foreign origin already located in India) and that for goods of foreign origin offered from abroad are to be indicated separately in the applicable Price Schedules attached

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under Section XI.

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

12.5 For goods offered from within India (goods manufactured in India or goods of foreign origin already located in India), the prices in the corresponding price schedule shall be entered separately in the following manner:

a) The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable, including Goods and services Tax, Customs duty or any other similar duties and taxes already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc.

b) Goods and Services Tax, which will be payable on the goods in India if the contract is awarded.

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

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

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

a) The price of goods quoted FAS / FOB port of shipment, CIF port of entry in India or CIF specified place of destination in India as indicated in the List of Requirements,

b) Wherever applicable, the amount of custom duty and import duty on the goods to be imported.

c) The charges for inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination, as specified in the List of Requirements. and

d) The charges for incidental services, as and if mentioned in the List of Requirements.

12.7 Additional information and instruction on Duties and Taxes:

For goods offered from within India (goods manufactured in India or goods of foreign origin already located in India), if the Tenderer desires to ask for Goods and services Tax, Customs duty or any other similar duties and taxes to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

12.8 Goods and Services Tax

a) If reimbursement of Goods and Services Tax is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the tax applicable. In the absence of any such stipulation, it will be presumed that the prices quoted are firm and final and no claim on account of Goods and Services Tax will be

entertained after the opening of tenders.

b) If a Tenderer chooses to quote a price inclusive of Goods and Services Tax and also desires to be reimbursed for variation, if any, in the Goods and Services Tax during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of Goods and Services Tax included in its price. Failure to indicate all such details in clear terms may result in statutory variations being denied to the tenderer.

c) Subject to sub clauses 12.8 (a) & (b) above, any change in Goods and Services Tax upward / downward as a result of any statutory variation in Goods and Services Tax taking place within original Delivery Period shall be allowed to the extent of actual quantum of Goods and Services Tax paid by the supplier. In case of downward revision in Goods and Services Tax, the actual quantum of reduction of Goods and Services Tax shall be reimbursed to BRBNMPL by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

12.9 Goods and Services Tax...contd...

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

12.10 Goods and Services Tax...contd...

i) The tenderer should quote the exact percentage of GST that they will be charging extra.

ii) While quoting the rates, tenderers should pass on (by way of reduction in prices) the input tax credit that would become available to them by switching over to the new system of GST from the existing system of tax, duly stating the quantum of such credit per unit of the item quoted for.

iii) The tenderer while quoting for tenders should give the following declaration:

"We agree to pass on such additional input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final product on the date of supply under the GST scheme by way of reduction in price and advise the purchaser accordingly."

iv) The supplier while claiming the payment shall furnish the following certificate to the paying authorities:

"We hereby declare that additional input tax credit to the tune of Rs..... has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted."

12.11 Duties, taxes and other levies of Local bodies

Unless otherwise stated in the SIT, the goods supplied against contracts placed by BRBNMPL are not exempted from levy of duties, taxes and other Levies of local bodies. In such cases, the supplier should make

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the payment to avoid delay in supplies and forward the receipt of the same to the purchasing department for reimbursement and, also, for further necessary action. In cases where exemption is available, suppliers should obtain the exemption certificate from the purchasing department to avoid payment of such levies and taxes.

12.12 Duties / Taxes on Raw Materials

BRBNMPL is not liable for any claim from the supplier on account of fresh imposition and / or increase (including statutory increase) of Customs duty, Goods and Services Tax or any other similar duties and taxes on raw materials and/or components used directly in the manufacture of the contracted goods taking place during the pendency of the contract, unless such liability is specifically agreed to in terms of the contract.

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

Above mentioned Taxes and Duties are not leviable on imported goods (goods of foreign origin offered from abroad) and hence would not be reimbursed.

12.14 Customs Duty:

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

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

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

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

12.14.4 The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 12) is for the purpose of comparison of the tenders by BRBNMPL and will not restrict BRBNMPL's right to award the contract on the selected tenderer on any of the terms offered.

13. Authorized Dealer/Distributor/Representative

Principal manufacturers/OEMs, manufacturers under license or their authorized Dealers/Distributors/Representatives who are exclusively appointed by the principal manufacturers/OEMs to represent them in the country shall be eligible to apply or to take part in the bid. One Principal manufacturer/OEM can authorize only one dealer/Distributor/Representative for a particular tender. Similarly, one authorized Dealer/Distributor/Representative can represent only one Principal manufacturer/OEM in a particular tender. There can be only one bid from either: -

1. The Principal manufacturer/OEM directly; or
2. Any of its branch/division/subsidiary; or
3. Authorized Dealer/Distributor/Representative on behalf of the Principal manufacturer/OEM

Note

(i) In a tender, either the Principal Manufacturer/ OEM or its authorized dealer/distributor/ representative can bid but both cannot bid simultaneously in the same tender.

(ii) In case the bidder is an authorized Dealer/ Distributor/Representative, except in case of Commercially-Off-the-Shelf (COTS) items, then (a) the bidder should have been associated as authorised dealer/distributor/representative of the same or other Principal Manufacturer/OEM for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years ending on 31st March (or any other year ending followed in relevant country) of the previous financial year; and

(b) the principal manufacturer/OEM should furnish a legally enforceable tender-specific authorisation in the prescribed form (Section XIV of SBD) assuring full guarantee and warranty obligations as per the general and special conditions of contract and to abide by other tender terms and conditions. The letter of authorisation should be signed by a person competent and having the power of attorney to legally bind the manufacturer; and (c) the principal manufacturer/OEM should meet all the pre-qualification criteria without exemption.

(iii) For commercially off the shelf (COTS) items with clear and standard specifications, a valid dealership certificate will have to be submitted.

14. Firm Price / Variable Price

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

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

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

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

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import content and the currency used for calculating import content.

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

which material will be imported by the firm.

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

14.7 Documents for claiming ERV:

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

15. Alternative Tenders

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

16. Documents Establishing Tenderer's Eligibility and Qualifications

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

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

a) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorized by the goods manufacturer to quote for and supply the goods to BRBNMPL.

The tenderer shall submit the Manufacturer's Authorization Letter to this effect as per the standard form provided under Section XIV in this document.

b) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.

c) In case the tenderer is not doing business in India, it is / will be duly represented by an authorized Dealer/Distributor/Representative stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

17. Documents establishing Good's Conformity to Tender document

17.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that

the goods and services offered in the tender fully conform to the goods and services specified by BRBNMPL in the tender documents. For this purpose, the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by BRBNMPL in the tender documents to establish technical responsiveness of the goods and services offered in its tender.

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

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

18. Earnest Money Deposit (EMD)

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

below.

18.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Central Purchase Organisation or as a Micro and Small Enterprise (MSE) as defined in MSEs Order 2012 issued by Ministry of Micro, Small and Medium Enterprises (MSME) or as a Startup as recognised by Department for Promotion of Industry and Internal Trade (DPIIT), are exempted from payment of earnest money. In case the tenderer falls in these categories, it should furnish certified copy of its valid registration details (registration with CPO or as a MSE or as a Startup, as the case may be).

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

18.3 The earnest money shall be denominated in Indian Rupees or in equivalent foreign exchange in case of GTE/ICB tenders.

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

- a) Account Payee Demand Draft from any scheduled commercial bank in India or
- b) Banker's cheque from any scheduled commercial bank in India or
- c) Online Bank Transfer (Proof of online transfer to be submitted)
- d) Other Electronic Modes of Payment
 - Debit Card powered by RuPay

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- Unified Payments Interface (UPI) (BHIM-UPI)
- Unified Payments Interface Quick Response Code (UPI QR Code) (BHIM-UPI QR Code)

e) Bank Guarantee issued/confirmed by any scheduled commercial bank in India in the proforma given in Section XIII of SBD in case the amount is more than Rs.5 lakh and in case of foreign bidders in GTE/ICB tenders (in equivalent foreign exchange amount)

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

18.6 Unsuccessful tenderers' earnest monies will be returned to them without any interest whatsoever within 15 days of determination of the tenderers as unsuccessful after opening of Price Bid.

The successful bidder's bid security (EMD) can be adjusted against the SD or returned as per the terms of the tender document. The balance can be deducted from the supplier's bill/invoice before release of payment. Unlike Procurement of Works, in Procurement of Goods, the concept of taking part of Performance Guarantee as money retained from first or progressive bills of the supplier is not acceptable.

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

19. Tender Validity

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

19.2 In exceptional cases, the tenderers may be requested by BRBNMPL to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/email/telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly.

19.3 In case the day up to which the tenders are to remain valid falls on/subsequently declared a holiday or closed day for BRBNMPL, the tender validity shall automatically be extended up to the next working day.

19.4 Compliance with the Clauses of this Tender Document: Tenderer must comply with all the clauses of this Tender Document. In case there are any deviations, these should be listed in a chart form without any ambiguity along with justification.

20. Signing and Sealing of Tender

20.1 An authenticated copy of the document which authorizes the signatory to commit on behalf of the firm

shall accompany the offer. The individual signing the tender or any other documents connected therewith should clearly indicate his full name and designation and also specify whether he is signing,

(a) As Sole Proprietor of the concern or as attorney of the Sole Proprietor;

(b) As Partner (s) of the firm;

(c) As Director, Manager or Secretary in case the of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

20.2 The authorized signatory of the tenderer must sign the tender at appropriate places and initial the remaining pages of the tender.

20.3 The tenderers shall submit their tenders as per the instructions contained in GIT Clause

20.4 Unless otherwise mentioned in the SIT, a tenderer shall submit two copies of its tender marking them as "Original" and "Duplicate".

20.5 The original and other copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.

20.6 All the copies of the tender shall be duly signed at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.

20.7 The tenderer is to seal the original and each copy of the tender in separate envelopes, duly marking the same as "Original", "Duplicate" and so on and writing the address of BRBNMPL and the tender reference number on the envelopes. The sentence 'NOT TO BE OPENED' before (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, BRBNMPL will not assume any responsibility for its misplacement, premature opening, late opening etc.

20.8 For purchasing capital equipment, high value plant, machinery etc. of complex and technical nature, tender document will seek quotation in two parts (Two Bid System) - first part containing the relevant technical details of the equipment / machinery etc., and in the second part, price quotation along with other allied issues. First part will be known as 'Technical Bid', and the second part 'Financial bid'. Tenderer shall seal separately 'Technical Bid' and 'Financial bid' and covers will be suitably super scribed.

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Both these sealed covers shall be put in a bigger cover and sealed and evaluation would be done as described in clause 25.24.4 below. Further details would be given in SIT, if considered necessary.

20.9 If permitted in the SIT, the tenderer may submit its tender through e-tendering procedure.

D SUBMISSION OF TENDERS**21. Submission of Tenders**

21.1 Unless otherwise specified, the tenderers are to deposit the tenders in the tender box kept for this purpose at a place as indicated in para 1 of NIT. In case of bulky tender, which cannot be put into tender box, the same shall be submitted by the tenderer by hand to the designated officers of BRBNMPL, as indicated in clause 1 of NIT. The officer receiving the tender will give the tenderer an official receipt duly signed with date and time.

21.2 The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for BRBNMPL, the tenders will be received up to the appointed time on the next working day.

22. Late Tender

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

23. Alteration and Withdrawal of Tender

23.1 The tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.

23.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender besides other sanctions by BRBNMPL.

E TENDER OPENING**24. Opening of Tenders**

24.1 BRBNMPL will open the tenders at the specified date and time and at the specified place as indicated in clause 1 of NIT. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for BRBNMPL, the tenders will be opened at the appointed time and place on the next working day.

24.2 Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening, provided they bring with them letters of authority as per the format in SBD XVII from the corresponding tenderers. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding

tenderers' names and addresses.

24.3 During the tender opening, the tender opening official(s) will read the salient features of the tenders like description of the goods offered, price, special discount if any, delivery period, whether earnest money furnished or not and any other special features of the tenders, as deemed fit by the tender opening official(s).

24.4 In the case of two bid system mentioned in clause 20.8 above, the technical bids are to be opened in the first instance, at the prescribed time and date. These bids shall be scrutinized and evaluated by the competent committee / authority with reference to parameters prescribed in the tender document.

Thereafter, in the second stage, the financial bids of only the technically acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation. Other financial bids would be returned unopened to the respective bidders under Registered AD / Reliable Courier or any other mode with proof of delivery.

F SCRUTINY AND EVALUATION OF TENDERS**25. Basic Principle**

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

26. Preliminary Scrutiny of Tenders

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

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

- a) Tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document.
- b) Tenderer is not eligible.
- c) Tender validity is shorter than the required period.
- d) Required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption.
- e) Tenderer has quoted for goods manufactured by a different firm without the required authority letter from that manufacturer.
- f) Tenderer has not agreed to give the required performance security.
- g) Goods offered are sub-standard, not meeting the required specification etc.
- h) Tenderer has not agreed to essential condition(s) specially incorporated in the tender enquiry.
- i) Against a schedule in the List of Requirement

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(incorporated in the tender enquiry), the Tenderer has not quoted for the entire requirement as specified in that schedule. (Example: In a schedule, it has been stipulated that the Tenderer will supply the equipment, install and commission it and also train BRBNMPL 's operators for operating the equipment. The Tenderer has however, quoted only for supply of the equipment).

27. Minor Infirmary / Irregularity / Non-Conformity

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

28. Discrepancy in Prices

28.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless BRBNMPL feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

28.2 If there is an error in a total price, which has been worked out through addition and / or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

28.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 28.1 and 28.2 above.

28.4 If, as per the judgment of BRBNMPL, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of BRBNMPL, the tender is liable to be ignored.

29. Discrepancy between original and copies of Tender

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

30. Clarification of Bids

During evaluation and comparison of bids, purchaser may, at its discretion ask the bidder or clarification of its bid. The clarification should be received within 7

days from the bidder from date of receipt of such request. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

31. Qualification / Eligibility Criteria

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

32. Conversion of tender currencies to Indian Rupees

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

33. Schedule-wise Evaluation

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

34. Comparison on CIF/FOR Destination Basis

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

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

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

a) In the case of goods offered from within India (goods manufactured in India or goods of foreign origin already located in India), Goods and Services Tax or any other similar duties and taxes, which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and

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

35.2 BRBNMPL's evaluation of tender will also take into

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account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.

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

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

36. Tenderer's capability to perform the contract

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

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

37. Cartel Formation / Pool Rates

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

38. Negotiations

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

- (i) Where the procurement is done on nomination basis (PAC and STE without PAC);
- (ii) Procurement is from a single or limited sources of supply;
- (iii) Procurements where there is suspicion of cartel formation.

39. Contacting BRBNMPL

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

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

G AWARD OF CONTRACT**40. BRBNMPL's Right to Accept any Tender and to Reject any or all Tenders**

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

41. Award Criteria

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

42. Variation of Quantities at the Time of Award

Normally, there will be no variation of quantities at the time of awarding the contract. However, at the time of awarding the contract, the quantity to be procured shall be rejudged 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 by 25 (Twenty-Five) per cent for ordering, if so warranted. A clause would be included in SIT giving further details.

43. Parallel Contracts

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

44. Serious Misdemeanours

44.1. Following would be considered serious misdemeanours:

- i. Submission of misleading / false / fraudulent information/ documents by the bidder in their bid
- ii. Submission of fraudulent / un-encashable Financial Instruments stipulated under Tender or Contract Condition.
- iii. Violation of Code of Ethics laid down in Clause 32 of the GCC.
- iv. Cartel formation or quotation of Pool / coordinated rates leading to "Appreciable Adverse Effect on Competition" (AAEC) as identified under the Competition Act, 2002.
- v. Deliberate attempts to pass off inferior goods or short quantities.

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vi. Violation of Fall Clause by Rate Contract holding Firms.

vii. Attempts to influence BRBNMPL's Decisions on scrutiny, comparison, evaluation and award of Tender.

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

45. Notification of Award

45.1 Before expiry of the tender validity period, BRBNMPL will notify the successful tenderer(s) in writing, by registered / speed post or by fax / email / telex / cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by BRBNMPL, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to BRBNMPL the required performance security within twenty one days from the date of this notification. Relevant details about the performance security have been provided under GCC Clause 6 under Section IV.

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

46. Issue of Contract

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

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

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

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

48. Return of EMD

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

49. Publication of Tender Result

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

Part II: Additional General Instructions Applicable to Specific Types of Tenders:**50. Rate Contract Tenders**

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

i. Earnest Money Deposit (EMD) is to be furnished by unregistered bidders only.

ii. In the Schedule of Requirement, no commitment of quantity is mentioned; only the anticipated requirement is mentioned without any commitment.

iii. BRBNMPL reserves the right to conclude more than one rate contract for the same item.

iv. Unless otherwise specified in SIT, the currency of a Rate Contract would normally be for one year.

v. During the currency of the Rate Contract, BRBNMPL may withdraw the rate contract by serving suitable notice. The prescribed notice period is generally thirty days.

vi. During the currency of the Rate Contract, BRBNMPL would have the option to renegotiate the price with the rate contract holders.

vii. During the currency of the Rate Contract, in case of emergency, BRBNMPL may purchase the same item through ad hoc contract with a new supplier.

viii. Usually, the terms of delivery in rate contracts are FOR dispatching station.

ix. Supply orders, incorporating definite quantity of goods to be supplied along with all other required conditions following the rate contract terms, will be issued by nominated Direct Demanding Officers (DDO) for obtaining supplies through the rate contract.

x. BRBNMPL is entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will be affected beyond the validity period of the rate contract, all such supply will be guided by the terms & conditions of the rate contract.

xi. The rate contract will be guided by "Fall Clause" as described below.

50.2 Fall Clause

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

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

50.3 Performance Security

Depending on the anticipated overall drawal against a rate contract and, also, anticipated number of parallel rate contracts to be issued for an item, the procuring entity shall consider obtaining Performance Security @ 5% (Five percent) of the value of supply order in the supply orders issued against rate contracts on the rate

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contract holder.

50.4 Renewal of Rate Contracts

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

51. Prequalification Bidding

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

Further conditions will be elaborated in the SIT.

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

52. Tenders involving Samples

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

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

52.3 Pre-Production Samples: If stipulated in SIT, successful contractor would be required to submit a Pre-Production sample(s) to the Inspecting Officer/ or the nominated authority mentioned in the contract within the time specified therein. If the Contractor is unable to do so, he must apply immediately to the Office issuing the acceptance of tender for extension of time stating the reasons for the delay. If the Purchaser is satisfied that a reasonable ground for an extension of time exists, he may allow such additional time as he

considers to be justified (and his decision shall be final) with or without alteration in the delivery period stipulated in the contract and on such conditions as he deems fit. In the event of the failure of the Contractor to deliver the pre-production sample by the date specified in the acceptance of tender or any other date to which the time may be extended as aforesaid by the Purchaser or of the rejection of the sample, the Purchaser shall be entitled to cancel the contract and, if so desired, purchase or authorize the purchase of the stores at the risk and cost of the Contractor (unless specified otherwise in the SIT). In such an event, in case of Security Items where urgency develops due to such delays, BRBNMPL reserves its right to procure not more than one year's requirement against this "Risk & Cost" tender from existing pre-qualified and security cleared firms. Bulk production and supply will only be allowed if this sample(s) pass the Tests laid down in the Section VIII "Quality Control Requirements" in the SBD.

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

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

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

53. Expression of Interest (EOI) Tenders:

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

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

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

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

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

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

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

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

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

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

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

54. Tenders for Disposal of Scrap

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

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

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

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

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

54.2.4 BRBNMPL reserves right to increase or decrease

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

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

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

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

54.3 Submission of Offer

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

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

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

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

54.3.5 Duties, taxes and other levies of local bodies, whatever in force, shall be payable extra by the purchaser as per rules applicable to BRBNMPL. Current and valid PAN and Goods and Services Tax Identification Number (GSTIN), wherever applicable, must be provided in the Bid of the Tenderer.

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

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54.3.7 Registered dealers who are exempted from payment of Goods and Services Tax must give reference to Goods and Services Tax laws which provides such exemption or submit any certificate as issued by the Goods and Services tax authorities and shall be required to submit necessary form duly completed in all respect to BRBNMPL or its representatives before obtaining delivery order, duly signed by the partner of the firm or the person authorized to do so.

54.3.8 Evaluation of tenders for Disposal of scrap will be done on similar basis as Tenders for Procurement of Goods, except that the selection of the bidders shall be on the basis of the highest responsive Bidder (H1). In case full quantity is not offered to be taken by the Highest Bidder, parallel contracts would be placed.

54.4 Notification of Acceptance and Award of Contract:

54.4.1 The successful tenderer, herein after referred to as purchasers, shall have to submit security deposit (SD) @ 10% of the total sale value of the contract within 5 working days of issue of the sale contract (excluding the date of issue of sale contract). The SD shall be deposited in the form of account payee demand draft drawn on any scheduled commercial bank in India in favour of Bharatiya Reserve Bank Note Mudran Private Limited or through online transfer or through other electronic mode of payment as mentioned in clause 3 of NIT in connection with EMD.

54.4.2 The purchaser has to pay balance payment within 20 days from the date of notification of acceptance, which is to be issued by BRBNMPL or his authorized representative, in the form of account payee demand draft drawn on any scheduled commercial bank in India in favour of Bharatiya Reserve Bank Note Mudran Private Limited or through online transfer or through other electronic mode of payment. In case of any, default to deposit balance payment, BRBNMPL reserves right to terminate the contract and forfeit the security deposit.

54.5 Disposal Tenders for Security and Sensitive Machinery and Items:

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

54.5.2 If stipulated in SIT delivery would be given only in dismantled / cutup condition.

55. Development and Indigenization Tenders:

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

tenders.

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

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

i. Price / rate for bulk supply of item in development / indigenization supplies and

ii. Separately, cost of development including cost of pre-production samples. Firms would be paid only for the number of samples specified in the Tender. If he has to manufacture more samples due to failure of earlier one, he would not be paid for it.

55.4 L1 would be determined on the basis of rate of item quoted including reference to total cost of the development cost (including the cost of prototype) plus the notional total cost of quantities that will be required over next three years, wherever applicable.

55.5 Development contracts may, as far as feasible, be concluded with two or more contractors in parallel.

55.6 The ratio of splitting of the supply order between various development agencies / firms in cases of parallel development, including criteria thereof, would be specified in the SIT.

55.7 However, in case the requirement is meagre and complex technology is involved, or quantity of the equipment / spares is limited/small/uneconomic if distributed between two vendors, the entire order could be placed upon the L1 vendor only.

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

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

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

(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 SIT. There could be other clauses in SIT as deemed fit.)

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	<p>1. 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.</p> <p>2. 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.</p>
6	12.11	Applicability of Octroi and Local taxes	No change, only firm price to be quoted.
7	14	PVC Clause & Formula	Rates quoted are not subject to any variation during the contractual period, except for Differential fuel Price of Diesel(Base fuel rate of transporting trucks Also refer NIT Clause 22).

BHARATIYA RESERVE BANK NOTE MUDRAN (Pvt.) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

TENDER DOCUMENTS FOR SUPPLY OF COMPLETELY CLOSED METAL BODY TRUCKS /CONTAINERIZED TRUCKS FOR TRANSPORTATION OF HIGHLY SENSITIVE SECURITY MATERIALS ON RATE CONTRACT BASIS FOR THREE YEARS ON YEARLY RENEWABLE BASIS

7	18	EMD	Bid security declaration as per Annexure - E.
8	19	Tender Validity	120 days
9	20	Signing and Sealing of Tender 20.4. Number of Copies of Tenders to be submitted 20.9: E procurement:	No Change. 20.4 No. of copies- One copy only 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.
11	31	Qualification / Eligibility Criteria	<i>This tender falls 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]</i> <u>No Relaxation of Norms</u> 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. No proof of supply to other countries or proof of export is required.
12	33	Schedule-wise Evaluation.	The Tender will be finalized on the basis of <u>Overall L1</u> & as per other terms & conditions of the tender.
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 as per guidelines [Refer Annexure -1]. However, this Purchase Preference will be extended considering as "the tender quantity CANNOT be split"/"the tendered services NON- divisible in nature" .
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 by 25 (Twenty-Five) per cent for ordering, if so warranted.
15	50	Rate Contract Tenders	APPLICABLE, please see SIT - 3 below
16	51	PQB Tenders	NOT APPLICABLE
17	52.2	Purchaser's Samples	NOT APPLICABLE
18	52.3	Pre-Production Samples:	NOT APPLICABLE
19	53	EOI Tenders	NOT APPLICABLE

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20	54	Tenders for Disposal of Scrap	NOT APPLICABLE
21	55	Development and Indigenization Tenders	NOT APPLICABLE

1. SIT -2: Evaluation criteria: Bidders should ensure that they meet the Qualification/Eligibility criteria mentioned in Section IX of the tender. The entire offer shall be scrutinized and checked for the parameters mentioned in Section IX. The price bid of bidders meeting the criteria of this section IX shall only be considered and L1 bidder shall be arrived. The offers of bidders who don't meet the Eligibility criteria shall be summarily rejected without any further correspondence. BRBNMPL, if required, shall verify the authenticity of documents submitted in support of tender. The contract shall be awarded to L1 bidder.

2. SIT -3: Tender for Rate contracts: The Hiring (Rate) contract shall be for a period of **Three (03) years** on yearly renewable basis as per the same rates, terms & conditions of the tender. It means, the rate contract shall be for an initial period of 01 (one) year & can be extended at the same rates [basic quoted rates with applicable fuel escalation], as per the terms and conditions of the tender and based on performance the contract is extendable upto **Three (03) years** (but one year at a time on satisfactory performance).

TENDER DOCUMENTS FOR SUPPLY OF COMPLETELY CLOSED METAL BODY TRUCKS /CONTAINERIZED TRUCKS FOR TRANSPORTATION OF HIGHLY SENSITIVE SECURITY MATERIALS ON RATE CONTRACT BASIS FOR THREE YEARS ON YEARLY RENEWABLE BASIS**Section IV: General Conditions of Contract (GCC)****Part I: General Conditions of Contract applicable to all types of Tenders****1. Definitions; Interpretation and Abbreviations:** In the contract, unless the context otherwise requires:**1.1 Definitions and Interpretation:**

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

the interpretation or construction thereof.

(xv) Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.

(xvi) PARTIES: The parties to the contract are the "Contractor" and the "Purchaser", as defined above;

(xvii) "Tender" means quotation / bid received from a firm / supplier.

(xviii) "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant etc. which the supplier is required to supply to BRBNMPL under the contract. Other homologous terms are: Stores, Materials etc.

(xix) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.

(xx) "Earnest Money Deposit" (EMD) means monetary guarantee to be furnished by a Tenderer along with its tender.

(xxi) "Performance Security" means monetary guarantee to be furnished by the successful Tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit or Performance Bank Guarantee.

(xxii) "Consignee" means the person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.

(xxiii) "Specification" or "Technical Specification" means the drawing/ document/standard that prescribes the requirement to which product or service has to conform.

(xxiv) "Inspection" means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.

(xxv) "Day" means calendar day.

1.2 Abbreviations:

"AAEC"	means "Appreciable Adverse Effect on Competition" as per Competition Act
"BG"	means Bank Guarantee
"BL or B/L"	means Bill of Lading
"CD"	means Custom Duty
"CIF"	means Cost, Insurance and Freight Included
"CMD"	means Chairman and Managing Director
"CPSU"	means Central Public Sector Undertaking
"DDO"	means Direct Demanding Officer in Rate Contracts
"DGS&D"	means Directorate General of Supplies and Disposals
"DP"	means Delivery Period
"ECS"	means Electronic clearing system
"EMD"	means Earnest money deposit
"EOI"	means Expression of Interest (Tendering System)
"ERV"	means Exchange rate variations
"FAS"	means Free alongside shipment

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"FOB"	means Freight on Board
"FOR"	means Free on Rail
"GCC"	means General Conditions of Contract
"GIT"	means General Instructions to Tenderers
"GST"	means Goods and Services Tax
"H1, H2 etc."	means First Highest, Second Highest Offers etc. in Disposal Tenders
"Incoterms"	means International Commercial Terms, 2000 (of ICC)
"L1, L2 etc."	means First or second Lowest Offer etc.
"LC"	means Letter of Credit
"LD or L/D"	means Liquidated Damages
"LSI"	means Large Scale Industry
"NIT"	means Notice Inviting Tenders
"NSIC"	means National small industries corporation
"PQB"	means Pre-qualification bidding
"PSU"	means Public Sector Undertaking
"PVC"	means Price variation clause
"RC"	means Rate contract
"RR or R/R"	means Railway Receipt
"SBD" or "TD"	means Standard Bid Document / Tender Document
"SCC"	means Special Conditions of Contract
"SIT"	means Special Instructions to Tenderers
"BRBNMPL"	means Bharatiya Reserve Bank Note Mudran Private Limited
"SSI"	means Small Scale Industry

2. Application

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

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

2.3 Other Laws and Conditions that will govern the Contract:

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

- i. Indian Contracts Act, 1872
- ii. Sale of Goods Act, 1930
- iii. Arbitration and Conciliation Act, 1996 read with the Arbitration and Conciliation (Amendment) Act, 2015
- iv. Competition Act, 2002 as amended by Competition (Amendment Act), 2007
- v. Contractor's Tender Submissions including Revised Offer during Negotiations if any
- vi. Conditions in other parts of the Tender Documents
- vii. Correspondence including counter-offers if any; between the Contactor and BRBNMPL during the Tender Finalization
- viii. Notification of award and Contract Documents
- ix. Subsequent Amendments to the Contract

3. Use of contract documents and information

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

only so far as necessary for the purposes of such performance for this contract.

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

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

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

4. Patent Rights

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

5. Country of Origin

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

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

6. Performance Bond / Security

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

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

- a. Account Payee Demand Draft drawn on any scheduled commercial bank in India, in favour of Bharatiya Reserve Bank Note Mudran Private Limited as indicated in the clause 3 of NIT in reference to EMD.
- b. Bank Guarantee issued/confirmed by any scheduled commercial bank in India, in the prescribed form as provided in section XV of this document.

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

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

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terms of the contract, as amended.

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

7. Technical Specifications and Standards

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

8. Packing and Marking

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

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

8.3 Packing instructions:

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

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

9. Inspection and Quality Control

9.1 BRBNMPL and / or its nominated representative(s) will, without any extra cost to BRBNMPL, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. BRBNMPL shall inform the supplier in advance, in writing, BRBNMPL's programme for such inspection and, also the identity of the officials to be deputed for this purpose.

9.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to BRBNMPL's inspector at no charge to BRBNMPL.

9.3 If during such inspections and tests the contracted

goods fail to conform to the required specifications and standards, BRBNMPL's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to BRBNMPL and resubmit the same to BRBNMPL's inspector for conducting the inspections and tests again.

9.4 In case the contract stipulates pre-despatch inspection of the ordered goods at suppliers' premises, the supplier shall put up the goods for such inspection to BRBNMPL's inspector well ahead of the contractual delivery period, so that BRBNMPL's inspector is able to complete the inspection within the contractual delivery period.

9.5 If the supplier tenders the goods to BRBNMPL's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to BRBNMPL under the terms & conditions of the contract.

9.6 BRBNMPL's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by BRBNMPL's inspector during pre-despatch inspection mentioned above.

9.7 Goods accepted by BRBNMPL and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute BRBNMPL's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause.

10. Terms of Delivery

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

11. Transportation of Goods

11.1 The supplier shall not arrange part-shipments and / or transshipments without the express / prior written consent of BRBNMPL.

11.2 Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement: In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.

11.3 Shipping Arrangement for Foreign Contracts: In the case of FOB/FAS contracts, shipping arrangements shall be made by the Ministry of Shipping & Transport (Chartering Wing), New Delhi, INDIA, in accordance with details given in SBD Section XVIII. The Contractor shall give adequate, notice to the Forwarding Agents/Nominees about the readiness of the cargo from time to time and at least six weeks' notice in advance of the required position for finalising the shipping arrangements. In the case of CFR contracts, the Contractor shall arrange shipment in accordance with the requirements of the Ministry of Shipping & Transport, New Delhi, INDIA, indicated in the same SBD section (as applicable).

12. Insurance:

12.1 Unless otherwise instructed in the SCC, the

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supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner.

12.2 In case of supply of domestic goods on CIF/FOR destination basis, the supplier shall be responsible till the entire stores contracted for arrive in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier in its own name and not in the name of BRBNMPL or its Consignee.

12.3 In the case of FOB and CFR offers for import of Goods, insurance shall be arranged by the Purchaser. However, the supplier must give sufficient notice to the Purchaser prior to the date of shipment, so that the Insurance Cover for the shipment can be activated. The Supplier must co-ordinate so as to ensure that the Shipment sails only with Insurance cover in place.

12.4 In case of Import of Goods, even in case where the insurance is paid by the Purchaser, and loss or damage shall be made good by the Contractor free of cost, without waiting for the settlement of insurance claim. The payment after settlement of insurance claim shall be reimbursed by the Purchaser to the Contractor. It will be entirely the responsibility of the Contractor to make good loss/damage without waiting for settlement of insurance claim so that machine is commissioned within the time specified in the contract.

13. Spare parts

13.1 If specified in the List of Requirements and in the resultant contract, the supplier shall supply / provide any or all of the following materials, information etc. pertaining to spare parts manufactured and / or supplied by the supplier:

a) The spare parts as selected by BRBNMPL to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and

b) In case the production of the spare parts is discontinued:

i. sufficient advance notice to BRBNMPL before such discontinuation to provide adequate time to BRBNMPL to purchase the required spare parts etc., and

ii. immediately following such discontinuation, providing BRBNMPL, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by BRBNMPL.

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

14. Incidental services

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

a) Providing required jigs and tools for assembly, start-up and maintenance of the goods

b) Supplying required number of operation & maintenance manual for the goods

c) Installation and commissioning of the goods

d) Training of BRBNMPL's operators for operating and maintaining the goods

e) Providing after sales service during the tenure of the contract

f) Providing maintenance service after expiry of the warranty period of the goods if so incorporated in the contract

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

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

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

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

(a) Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;

(b) Packing list;

(c) Insurance certificate;

(d) Railway receipt / Consignment note;

(e) Manufacturer's guarantee certificate and in-house inspection certificate;

(f) Inspection certificate issued by BRBNMPL's inspector

(g) Expected date of arrival of goods at destination and

(h) Any other document(s), as and if specifically mentioned in the contract.

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

(a) Clean on Board Airway Bill/Bill of Lading (B/L)

(b) Original Invoice

(c) Packing List

(d) Certificate of Origin from Seller's Chamber of Commerce

(e) Certificate of Quality and current manufacture from OEM

(f) Dangerous Cargo Certificate, if any.

(g) Insurance Policy of 110% if CIP/CIF contract.

(h) Performance Bond / Warranty Certificate

16. Warranty

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

16.2 This warranty shall remain valid for twelve months after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final

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destination and accepted by BRBNMPL in terms of the contract or for fifteen months from the date of despatch from the supplier's premises for domestic goods (including goods already imported by the supplier under its own arrangement) or for eighteen months after the date of shipment from the port of loading in the source country for imported goods offered from abroad, whichever is earlier, unless specified otherwise in the SCC.

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

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

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

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

17. Assignment

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

18. Sub Contracts

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

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

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

19. Modification of contract

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

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

19.2 In the event of any such modification / alteration

causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/

or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by BRBNMPL, the supplier shall convey its views to BRBNMPL within twenty one days from the date of the supplier's receipt of BRBNMPL's amendment/ modification of the contract.

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

20. Prices

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

21. Taxes and Duties

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

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

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

22.1 Unless otherwise specified in SCC, usual payment term is 100% on receipt and acceptance of goods by the consignee (Stores Section) and on production of all required documents by the supplier.

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

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

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

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

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

i. 60% on proof of dispatch along with other specified documents

ii. 30% on receipt of the goods at site by the consignee (Stores section) and balance

iii. 10% on successful installation and commissioning and final acceptance by the consignee (User department)

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

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

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ii. 10% on successful installation and commissioning and final acceptance by the consignee (User department)

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

(a) Cases where Installation, Erection and Commissioning (if applicable)

are not the responsibility of the Supplier - 90% net FOB/FAS/CFR/CIF/CIP price is to be paid against invoice, shipping documents, inspection certificate (wherever applicable), manufacturers' test certificate, etc. and balance 10% on receipt of goods and after its suitability is ascertained by the consignee (User department).

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

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

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

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

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

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

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

22.9 While claiming reimbursement of duties, taxes Goods and Services Tax, Customs duty and any other similar duties and taxes from BRBNMPL, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to BRBNMPL. The supplier shall also refund the applicable amount to BRBNMPL immediately on receiving the same from the concerned authorities.

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

(a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.

(b) Delay in supplies, if any, has been regularized.

(c) The contract price where it is subject to variation has been finalized.

(d) The supplier furnishes the following undertakings:

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

23. Delay in the supplier's performance

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

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

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

23.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform BRBNMPL in writing about the same and its likely duration and make a request to BRBNMPL for extension of the delivery schedule accordingly. On receiving the supplier's communication, BRBNMPL shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

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

a) BRBNMPL shall recover from the supplier, under the provisions of the clause 24 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract

b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, Goods and Services Tax or on account of

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any other duties and taxes which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

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

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

24. Liquidated damages

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

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

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

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

26. Termination for default

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

26.2 In the event of BRBNMPL terminates the contract in whole or in part, pursuant to GCC sub-clause 26.1 above, BRBNMPL may procure goods and / or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the supplier and the supplier shall

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

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

27. Termination for insolvency

27.1 In the event the supplier becomes bankrupt or otherwise insolvent or loses substantially the technical or financial capability (based on which he was selected for award of contract) or liquidation proceedings are commenced against it by a third party or by own volition, BRBNMPL reserves the right to terminate the contract, at any time, by serving written notice to the supplier, without any adverse consequence to BRBNMPL and without being liable to pay any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect any rights of action or remedies which have accrued or will accrue prior to termination or thereafter to BRBNMPL.

27.2 Upon such termination, BRBNMPL shall be deemed to be the owner of the stores/ materials manufactured by the supplier and retain first right and lien over the stores/materials including the raw material purchased by the supplier for performance of the contract and require the stores/materials to be delivered under the contract, which is terminated on account of bankruptcy or insolvency or likely bankruptcy or insolvency of the supplier and such stores in possession of the supplier shall be earmarked and be delivered to BRBNMPL before the start of the bankruptcy or insolvency process.

27.3 In the event the supplier is aware or apprehends that it is likely to go into liquidation whether on account of liquidation proceedings commenced by a third party or by way of voluntary liquidation, then the supplier shall forthwith inform BRBNMPL as soon as it is aware that a third party has issued notice that it intends to commence liquidation proceedings or well before it files for liquidation.

27.4 Escrow Arrangement

The Supplier shall deposit with a third party escrow agent mutually agreed to by the parties, a copy of Software and its source code and object code for safe keeping with instructions for it to be released forthwith to BRBNMPL, in the event the Supplier fails to make the source code/object code accessible to BRBNMPL whenever required and/or in the event the Supplier is likely to go into liquidation or goes into liquidation.

In the event, the Supplier apprehends that it is likely to go into liquidation whether on account of liquidation proceedings commenced by a third party or in the event it anticipates filing for bankruptcy, then the Supplier shall inform BRBNMPL in advance and engage with it to determine the sale and possession of BRBNMPL's software and its source code. In the event Supplier fails to do so, the third party escrow agent shall be instructed under the Escrow Agreement to release the Software and its source code to BRBNMPL as noted above.

For the purpose of this Clause, the term 'Software' shall collectively mean, the full and final version of the Software to be delivered to BRBNMPL in source code and object code forms, together with any and all improvements, corrections, modifications, updates, enhancements or other changes, whether or not included in the full and final version including all System Documentation and User Documentation.

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The term 'System Documentation' shall mean any and all documentation used in the development and updating of the Software, including but not limited to, customer requirements and specifications design or development specifications, test and error reports, and related correspondence and memoranda. And the term 'User Documentation' shall mean the end-user instruction manual that usually accompanies the Software instructing end users in the use of the Software in both printed and electronic form.

28. Force Majeure

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

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

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

29. Termination for convenience

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

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

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

services.

30. Governing language

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

31. Notices

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

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

32. Code of Ethics

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

(a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

(b) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(c) "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non-competitive levels; and

(d) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

(e) A particular violation of ethics may span more than one of above-mentioned unethical practices.

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

(a) A proposal for award will be rejected if it is determined that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

(b) A contract will be cancelled if it is determined at any time that BRBNMPL representatives / officials have directly or indirectly, engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract.

(c) In case any individual staff is found responsible, suitable disciplinary proceedings should be initiated against such staff under the applicable government conduct rules. The existing provisions under the Indian law including the instructions of Central Vigilance Commission should be followed in this regard.

(d) Firms or individuals shall be banned / blacklisted after following due process, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a BRBNMPL contract, if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or

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coercive practices in competing for, or in executing, a BRBNMPL contract.

(e) Bidders have to sign an Integrity Pact in tenders meeting the criteria of threshold value / nature of procurement. Integrity Pact format shall be included in the Bid Document as Section XX. Each page of such Integrity pact proforma would be duly signed by Purchaser's competent signatory. All pages of the Integrity Pact will have to be duly signed by the same signatory who is duly authorized to sign the bid and to make binding commitments on behalf of his company and to be submitted along with the technical bid. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway.

33. Resolution of disputes

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

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

34. Applicable Law

34.1 The contract shall be interpreted in accordance with the laws of India.

34.2 Irrespective of the place of delivery, or the place of performance or the place of Payments under the contract, the contract shall be deemed to have been made at the place from which the notification of acceptance of the tender has been issued.

35. Secrecy

35.1 The Contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, have full knowledge of the Official Secrets Act and any regulations framed thereunder.

35.2. Any information obtained in the course of the execution of the contract by the Contractor, his servants or agents or any person so employed, as to

any matter whatsoever, which would or might be directly or indirectly, of use to any enemy of India, must be treated secret and shall not at any time be communicated to any person.

35.3. Any breach of the aforesaid conditions shall entitle the Purchaser to cancel the contract and to purchase or authorise the purchase of the stores at the risk and cost of the Contractor, In the event of such cancellation, the stores or parts manufactured in the execution of the contract shall be taken by the Purchaser at such price as he considers fair and reasonable and the decision of the Purchaser as to such price shall be final and binding on the Contractor.

Part II: Additional General Conditions of Contract for specific Types of**Tenders in addition / modification to clauses mentioned above:****36. Disposal / Sale of Scrap by Tender**

36.1 During the currency of contract, no variation in price or rate shall be admissible.

36.2 Payment and Default

36.2.1 Payment may be made in the form of cash or Account Payee Demand Draft drawn on any scheduled commercial bank in India in favour of Bharatiya Reserve Bank Note Mudran Private Limited or through Online Transfer or through other Electronic Mode of Payment as mentioned in the NIT.

36.2.2 No interest will be paid to the purchaser for the amounts paid or deposited with the BRBNMPL and subsequently found refundable to the purchaser under any of the conditions of the contract.

36.2.3 If the purchaser fails to deposit sale value for a sold lot within the allowed period as per relevant clause BRBNMPL may forfeit the security deposit. Requests for an extension of this period, made by the purchaser may be considered by the BRBNMPL and may at its discretion, on the merits of the case, allow further time not excluding 50 days from the date of the contract. Interest shall be leviable on such amount at a rate 2% per annum higher than the PLR of State Bank of India, from the date of expiry of the payment date to actual date of payment (actual date of payment inclusive).

36.2.4 The lot or lots in respect of which forfeiture has been made, shall be deemed to have been abandoned by the purchaser to all intents and purposes and may be re-sold or otherwise disposed of at the discretion of the BRBNMPL without reference to the purchaser concerned and without incurring any liability on part of BRBNMPL whatsoever in respect there under.

36.2.5 In case extension is granted by BRBNMPL and due to late payment of sale amount the delivery cannot be completed by the purchaser, in accordance with the relevant clause of Special Conditions of Tender sale, then ground rent shall also be leviable as per relevant clause of Special Conditions of Tender sale.

36.2.6 On production of proof of having made payment, nominated authority shall issue a delivery order authorizing the purchaser to take delivery of the Scrap Materials.

36.3 Deliveries, Delays and Breach of Contact

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

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purchaser.

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

36.3.2 Unless specified otherwise in SIT, delivery period for lifting of material shall be within 60 days from the date of finalization of contract agreement.

36.3.3 The work of delivery will be supervised by Stock Holder or his authorized representative, representative of accounts Department and Security Staff duly authorized by BRBNMPL for the propose of delivery. Delivery will be allowed during working hours.

36.3.4 No delivery of or materials sold shall be given on Sundays, Gazetted holidays and other shall holidays observed by BRBNMPL. The delivery of the goods or material shall be effected from the premises concerned only during its normal working hours. In order to complete the delivery within the working hours all loading must cease half an hour before the normal closing time of the concerned premises. The decision of the BRBNMPL with regard to the working hour shall be final and binding on the purchaser. Purchaser will not be allowed to lift the Scrap Material from more than one location at a time.

36.3.5 The purchased stores will be carried away by the purchaser at his risk and no claims against the BRBNMPL will be entertained for shortage in weight, which may be discovered after the materials have left the premises wherefrom delivery is taken. If required the purchaser shall provide his own bags, cases or other receptacles for the removal of the scrap.

36.3.6 The BRBNMPL shall not be responsible for any accident that may occur to purchaser's labours/servants for any reasons whatsoever. The purchaser will himself have to ensure the safety of his workers and shall be liable to pay claims, whatsoever if any. BRBNMPL will not carry any responsibility of such payments. The purchaser will be responsible to supply personal protection equipment to his labour/servant and staff and no additional charges are admissible for the same.

36.3.7 The materials sold, shall be removed by the purchaser within the period specified in relevant clause of Special Condition of Sale.

36.3.8 If due to any default on the part of the BRBNMPL, the purchaser is unable to remove the materials sold within the specified period, the BRBNMPL may extend the period therefore and in such an event purchaser will be entitled to take delivery of the goods or the materials sold within such extended Delivery period.

36.3.9 If contractor fails to lift sold scrap within the specified period, penalty shall be levied at the rate of 0.5% per day of the value of un-removed Scrap. Moreover the material shall remain at the purchaser's risk until removal thereof. Further BRBNMPL will be entitled to charge the ground rent as stated in relevant Para of SCC, for the area in which the materials sold are kept or stored – which would be recovered by the BRBNMPL from the Purchaser before removal of the material and in the event of default in payment thereof, the BRBNMPL at may its discretion shall be entitled to order the re-sale of such materials and forfeit the Security deposit or sale amount or both, paid by the purchaser.

36.3.10 If the purchaser makes slow progress with his contract and the BRBNMPL is of opinion that he may fail to fulfil the contract within the time specified in the

conditions of sale, it will be lawful for the BRBNMPL to cancel the whole contract or such portion thereof as may not have been completed and the BRBNMPL shall be at liberty to dispose of the goods in any manner at the risk and expense of the purchaser.

36.3.11 The purchaser will have to comply with the provisions of the Contract Labour (Regulations and Abolition Act 1970 and Central Rules 1971 and obtain license from the Assistant Labour Commissioner or the competent authorities empowered to issue such license. Any failure on the part of the purchaser in this regard will be at his risk and consequences. He shall comply with Workman's Compensation Act 1923, Payment of Wages Act 1936, and Minimum Wages Act 1948 and all the other related statutory and legal provisions and obligations, the purchaser shall also indemnify the BRBNMPL against any claim / liabilities that may occur to the contractor's labours and servants due to any reasons whatsoever.

36.3.12 If the purchaser makes default in complying with any of the condition of the contract, the sale of lot or lots in respect of which such default is made may be cancelled and such lot or lots may be put up again for sale and in such an event if a lower price is offered and accepted for such lot or lots then the purchaser shall be liable to pay the difference in price thereof together with all expenses occasioned by such resale in default to the BRBNMPL provided further that the purchaser in default shall not be entitled to claim any profit which may arise from such resale.

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

TENDER DOCUMENTS FOR SUPPLY OF COMPLETELY CLOSED METAL BODY TRUCKS /CONTAINERIZED TRUCKS FOR TRANSPORTATION OF HIGHLY SENSITIVE SECURITY MATERIALS ON RATE CONTRACT BASIS FOR THREE YEARS ON YEARLY RENEWABLE BASIS**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 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)

Sl. No	GCC Clause No.	Topic	SCC Provision
1.	6	Performance Bond / Security	3% of estimated order value.
2.	8.2	Packing and Marking	Not applicable
3.	11.2	Transportation of Domestic Goods	Not applicable
4.	12.2	Insurance	Not applicable
5.	14.1	Incidental Services	SCC 1 (mentioned below)
6.	15	Distribution of Dispatch Documents for clearance / Receipt of Goods	Not applicable
7.	16.2, 16.4	Warrantee Clause	Not applicable
8.	19.3	Option Clause	Not applicable
9.	20.1	Price Adjustment Clause	SCC -2 (mentioned below)
10.	21.2	Taxes and Duties	As applicable
11.	22	Terms and Mode of Payments	SCC -3 (mentioned below)
12.	24.1	Quantum of LD	SCC -4 (mentioned below)
13.	25.1	Bank Guarantee and Insurance for Material loaned to Contractor	As specified
14.	32.1	Code of Ethics	Pre-contract Integrity Pact - Applicable
15.	33,33.1,33.2	Resolution of Disputes	Clauses of 33.1 and 33.2 are applicable at Kolkata
16.	36	Disposal / Sale of Scrap by Tender	Not applicable

SCC-1: Any additional work incidental to or connected with the contract not specifically covered in this tender but necessary by BRBNMPL shall have to be carried out by the contractor at a rate to be mutually agreed upon by BRBNMPL and the contractor at a later date.

SCC -2: Fuel Escalation Clause: 0.30% escalation or vice versa on quoted rates shall be allowed for every 1% rise/fall in fuel price proportionately. Base price of fuel shall be rate of Diesel @ **Rs.84.60** per litre prevailing at Midnapore on **15th March 2021**. Differential (Increase/Decrease in fuel) rate shall be applied for actual payment for which documentary evidence shall be submitted along with bill/invoice/claim.

SCC -3 Payment Terms: (Refer NIT Clause 16.)

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SCC-4: Penalty clause: In case of any breakdown of the vehicle, the service provider has to arrange a substitute vehicle within a reasonable time failing which penalty charges will be deducted from the bill at the discretion of the Company. Also, in case of non-supply of vehicles as per demand notice, penalty charges will be deducted from the bill at the discretion of the company. Penalty shall be the differential amount being payable for the substitute vehicle arranged by the company. Further, BRBNMPL reserves the right to take suitable action as deemed fit / additional penalty in case the services are not rendered as per terms and conditions mentioned in the tender including delay in positioning of vehicles on scheduled date of loading.

In case, the service provider arranges a vehicle from other service provider, the service provider will claim bill only after the submission of payment receipts of the payment made to the other service provider along with original bills failing which the bill of service provider shall be settled up to the breakdown point i.e. place from where the breakdown vehicle is replaced and differential amount payable on settlement of bill of other service providers bill shall be recovered from the service provider.

SPECIFIC TERMS AND CONDITIONS OF CONTRACT

1. Transporter shall also mean the contractor and the Company shall also mean the BRBNMPL wherever mentioned.
2. **SECURITY AND CONFIDENTIALITY**
 - a) BRBNMPL is a security organization and its premises are declared as 'Prohibited Area' by the Govt. of West Bengal. Hence the contractor has to abide by the security rules of the Company. The contractor has to ensure the character and antecedent of the persons deployed. The contractor has to carry out police verification of their drivers and submit the report at their own cost.
 - b) The Contractor shall inform the name, age and permanent addresses of the personnel deployed and give his complete bio data and certify his character. Also, you shall complete all the security formalities laid down by BRBNMPL, in this regard.
 - c) BRBNMPL reserves the right to get the antecedents of the employees of the contractor verified through police. Any employee of the contractor, if found as unsuitable or having doubtful integrity or associated with any other job, shall be removed from the premises at the risk and cost of the contractor. The contractor shall vouch for the integrity of its workers.
 - d) BRBNMPL shall be entitled to prevent a breach of the above and to damages in case of breach.
3. **TRANSIT INSURANCE:** BRBNMPL shall arrange the TRANSIT Insurance coverage for the security material to be transported. However, the transporter is liable for all transit risks as per the liability regime defined in relevant Act concerning Road transportation.
4. **PERFORMANCE EVALUATION:** A Confidential performance Evaluation of the overall performance shall be done by the dealing official(s) of BRBNMPL on periodical basis & continuation of the contract shall be primarily depending upon their performance. In case the performance is found to be unsatisfactory at any point of time, the contract shall be terminated forthwith and security deposit will be forfeited apart from blacklisting.
5. **COMPENSATION FOR DAMAGES:** The transporter shall be responsible for any damages to any person, tools & tackles, animal or property arising out of and incidental to the negligent or defective carryout of this contract. He shall also indemnify the BRBNMPL in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising there from. The BRBNMPL shall be entitled to deduct the amount of any damage, compensation, charges, costs and expenses arising or occurring from or in respect of, any such claims or damage from any or all sums due or to become due to the transporter without prejudice to the BRBNMPL's other rights in respect thereof.

TENDER DOCUMENTS FOR SUPPLY OF COMPLETELY CLOSED METAL BODY TRUCKS /CONTAINERIZED TRUCKS FOR TRANSPORTATION OF HIGHLY SENSITIVE SECURITY MATERIALS ON RATE CONTRACT BASIS FOR THREE YEARS ON YEARLY RENEWABLE BASIS

6. INSURANCE IN RESPECT OF DAMAGES TO THE PERSONS & PROPERTY.

Before commencing the execution of works, the transporter without limiting his obligations and responsibilities under this contract shall insure against his liability for vehicles, any material or physical damage, loss or injury which may occur to any property, including that of the BRBNMPL to any person including any employee of the BRBNMPL or a member of the general public, by or arising out of the execution of the works or in carrying out the contract. It shall be obligatory for the transporter to obtain relevant insurance policies.

7. TERMINATION OF THE CONTRACT BY THE BRBNMPL: If the Transporter stops providing service for more than 3 occasions continuously, then the BRBNMPL reserves right to terminate the Contract **without giving any notice** whatever may be the reason. In this case the transporter has no rights to claim compensation and their Security Deposit will be forfeited including Banning & blacklisting. The BRBNMPL has the authority to complete the remaining works through other agencies. Decision of the BRBNMPL in this regard is final. **The transporter has no right to withdraw or leave the contract in mid before expiry of the term of the specified valid tenure of the contract, which is 3 years (renewable on yearly basis) based on performance.**

8. TRANSPORTER'S RESPONSIBILITY: The Transporter shall provide everything necessary for the proper execution of the works according to the intent and meaning of the Scope of Work & Technical specifications and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from. If that transporter finds any discrepancy in the Scope of Work & Technical specifications, he shall immediately and in writing refer the same to the BRBNMPL who shall decide which is to be followed.

9. ASSIGNMENTS AND SUBLETTING/SUB CONTRACTING: The contractor shall not sub -contract the work to any sub- contractor without the prior approval of BRBNMPL. In case of attached/Leased vehicle placed by the transporter, BRBNMPL will not deal with the owner of the attached vehicles, for any claim, losses, damages, for non-performance/or for any other reasons etc. for the attached/leased vehicle, the liability will solely rest with the transporter. The contract for road transportation will be only with the successful tenderer. The service provider should have at least **5(Five) vehicles of the same make/model tendered** owned/leased for a period not less than one year.

10. INDEMNITY: The successful bidder/ contractor shall at all times indemnify BRBNMPL against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of design or trade mark and shall take all risk of accidents or damage which causes a failure of the supply of goods /Services.

11. CO-ORDINATING AUTHORITY: The Assistant General Manager of CDC /Main Vault of BRBNMPL or the Officer (Manager or Deputy /Assistant Manager) authorized by him shall be the coordinating officer. The transporter shall report to such authority and perform the work in close co-ordination with such authority.

12. LEGAL JURISDICTION: The court of Kolkata (West Bengal State) only shall have jurisdiction to deal with and decide any legal matter of dispute whatsoever arising out of any Work orders placed by us/agreement entered into.

13. AGREEMENT: Successful tenderer will have to sign an agreement, containing terms & conditions as per prescribed format furnished by BRBNMPL.

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

(Authorised Signatory of the bidder firm with date

TENDER DOCUMENTS FOR SUPPLY OF COMPLETELY CLOSED METAL BODY TRUCKS /CONTAINERIZED TRUCKS FOR TRANSPORTATION OF HIGHLY SENSITIVE SECURITY MATERIALS ON RATE CONTRACT BASIS FOR THREE YEARS ON YEARLY RENEWABLE BASIS**Section VI: List of Requirements**

Supplying completely closed metal body trucks/ Containerized Trucks of any make (As per Section VII: Technical Specification) on hiring basis at short notice for transporting highly sensitive security materials from our Press BRBNMPL Salboni to different issue centres of RBI, Kolkata, Kolkata Airport (NSCBI), RBI-Bhubaneswar , RBI –Patna or Other Locations e.g. Vizag, Varanasi, Allahabad, Gorakhpur, Lucknow as & when required by us.

Schedule No.	Brief Description of Goods / Services	Quantity (with unit)	Earnest Money (*EMD) in ₹	Remarks
I	SUPPLY OF COMPLETELY CLOSED METAL BODY TRUCKS /CONTAINERIZED TRUCKS FOR TRANSPORTATION OF HIGHLY SENSITIVE SECURITY MATERIALS ON RATE CONTRACT BASIS FOR THREE YEARS ON YEARLY RENEWABLE BASIS	5,09,400 KM (Approx. per annum)	NIL (Bid Security Declaration as per Annexure - H	Scope of Work and Terms & Condition as per Section VII of this tender

Completely closed metal body trucks [any make]

[Minimum allowed/authorized carrying capacity of **9 Tons load**]

Schedule . No.	Brief Description of Vehicle/Work	Tentative Annual Requirement of Trucks
I	BRBNMPL, SALBONI to NSCBI Airport Kolkata by completely closed metal body Trucks (As per Section VII: Technical Specifications)	112
	BRBNMPL, SALBONI To RBI Kolkata by completely closed metal body Trucks (As per Section VII: Technical Specifications)	134
	BRBNMPL, SALBONI to RBI Bhubaneswar by completely closed metal body Trucks (As per Section VII: Technical Specifications)	134
	BRBNMPL, SALBONI to RBI Patna by Closed metal body Containerized trucks As per Section VII: Technical Specifications)	178
	BRBNMPL, SALBONI to Other Locations e.g. Vizag, Varanasi, Allahabad, Gorakhpur, Lucknow & other places by Closed metal body Containerized trucks As per Section VII: Technical Specifications)	45

NOTES:

- 1) Tentative requirement of vehicles shall be: minimum 1 and maximum 10 at a single trip. In case of exigencies, on a single day, around 16 vehicles may be utilized for despatches to multiple centres. This is to be complied as per BRBNMPL requirement.
- 2) The quantum of vehicles and trips are given approximately only. It will change as per actual requirements of destination and number of vehicles.
- 3) The quantity mentioned above is a tentative annual requirement. The quantity may be increased / decreased as per the actual requirement.
- 4) The Tender will be finalized on the basis of OVERALL-L1.

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- 5) Vehicles / Trucks will travel from BRBNMPL, Salboni to different destinations and will be released after unloading at the respective destinations.
- 6) Additional KM running due to exigencies means for additional running to nearby places of respective RBI centre/destinations mentioned in the above schedules.

Requirement: Details of Requirements are in Section VII: Technical Specifications and Scope of Work.

TENURE & TERMINATION OF THE CONTRACT:

The rate contract shall be initial period of **One (01) year** and may Extendable for further period of 02(Two) years (but one year at a time) at the same terms & conditions of the tender, subject to satisfactory performance of the service provider. However, BRBNMPL reserves the right to terminate the contract under the following cases.

- a) If the performance is found unsatisfactory. Three (03) months' notice will be given to service provider.
- b) Changes in the guidelines and eligibility criteria of this tender. Presently the guidelines and eligibility criteria is under review with RBI and based on the instructions, if required, the contract may be short closed at any point of time by BRBNMPL and will go for fresh Tender with revised guidelines and eligibility criteria. Three (03) months' notice will be given to service provider.
- c) If the Transporter stops providing service for more than 3 occasions continuously, then the BRBNMPL has reserves the right to terminate the Contract without giving any notice whatever may be the reason. In this case the transporter has no right to claim compensation and their Security Deposit will be forfeited. The BRBNMPL has the authority to complete the remaining works through other agencies. Decision of the BRBNMPL in this regard is final. The transporter has no right to withdraw or leave the contract in mid before expiry of the term of the specified valid tenure of the contract.

Terms of Execution of Contract : The Service Provider shall provide the Closed metal body trucks/ Containerized Trucks of any make (As per Section VII: Technical Specification) on hiring basis at short notice for transporting highly sensitive security materials from our Press to the destination given in the tender enquiry. The whole operation of transporting the specific load on a specific date will carried out by in manner as specified in Section – VI: List of Requirements, Section VII: Technical Specifications and Scope of Work and other terms & conditions mentioned in the tender. The services to be rendered to BRBNMPL, Salboni..

Address for Execution of Contract:

The General Manager,
Bharatiya Reserve Bank Note Mudran (P) Limited,
P.O.: R.B.N.M.L., Salboni,
Paschim Medinipur,
West Bengal – 721 132, India

Nodal Officer: Asst. General Manager (CDC)

Mode of Transportation: Details of modus operandi of Transportation are as in Section VII: Technical Specifications and Scope of Work.

(Authorised Signatory of the bidder firm with date)

(Seal)

Section VII: Technical Specifications

Specifications of vehicles/Trucks Scope of Work & Specific Terms and Conditions

1. Scope of Work: The security product should be transported on a regular basis as per monthly tentative schedule intimated in advance by us in the beginning of every month. However, the schedule may change at any moment of time with a prior intimation to the contractor. The contractor shall be ready to supply the container trucks at any time. The other details are as follows:

- a) The monthly schedule shall only intimate the probable number of vehicles required on particular dates, however the destination / place of visit shall be kept confidential. The same shall be intimated at the time of dispatch only. Hence the vehicles should be roadworthy and express fit for long distance journey during each trip.
- b) Loading at the origination point as well as unloading at destination will be arranged by BRBNMPL / RBI center.
- c) The Fully closed trucks / containers have to travel from BRBNMPL, Salboni to the destination RBI centers/other centers through main route / National highways or as instructed by the CISF security/BRBNMPL Officials.
- d) Time of arrival at BRBNMPL of all vehicles on the date of dispatch shall be 07.00 Hrs. & timing of dispatch of consignment from BRBNMPL shall be intimated on the same day as per our requirement.
- e) BRBNMPL being a security organization has security and confidential norms, which will be binding on the contractor. The vehicles and its drivers should undergo security check & other formalities.
- f) The unloading shall be carried out on working day during working hours at destination RBI Offices/destination. So, all the vehicles with containers shall be parked in the designated area under security scanner well within time.
- g) After unloading and relieving by concerned RBI center/destination, the truck will be at the sole disposal of Contractor.

2. Completely closed metal body Trucks:

Specification and other details of completely closed metal body trucks to RBI issue centers at Kolkata, Bhubaneswar and NSCBI Airport, Kolkata (Direct to Airport), Patna and other locations (Vizag, Varanasi, Allahabad, Gorakhpur, Lucknow or any other place in India) is given below:

- a) The Vehicles to be supplied for carrying the security materials must be in excellent working condition, should be available at a short notice **and fit for movement on highway at high speed (about 70kmph with full load)**. Besides, completely closed metal body trucks should have proper arrangements to prevent any threat of pilferage or other security and safety hazards while in transit.
- b) The Fully closed trucks / containers should have metallic body of sufficient thickness, tamper proof with secure tamper proof Triple locking facility (traditional i.e. two Padlock (lock and key), two OTL (One-time lock) and biometric amenability. [Total Four Locks + Biometric amenability]. The locking rod of the door must engage the top & bottom of the vehicle/truck.

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- c) The vehicle/truck should be fit to carry a minimum of 9 MT load, so as to transport boxes of various sizes & weights.
- d) The Vehicle dimension should be approx. 10 ft x 8 ft x 18 ft (Height from ground level x Width x Length)
- e) The fully closed trucks/containers should have a separate passenger compartment from the cargo compartment with high resolution CCTV coverage of both. The recordings of these CCTV cameras should be subjected to periodic sample checks for retrievability.
- f) A wireless mobile communication system in the fully closed trucks/ containers is desirable along with a hooter.
- g) Two guides, one on each door shall be provided in each opening of the container as anti-pilferage device. The containers shall be secured to the trailers by means of twist locks in order to prevent them from capsizing while in transit.
- h) The base/surface on which the box will be loaded should be plain & without dents/obstruction. This should facilitate easy movement of boxes by sliding.
- i) Each truck /container should be fitted with GPS tracking system by the transporter, whereby it can be tracked by the Bank/the presses/ the law enforcement agencies/ the contractor at any time. These vehicles should be monitored live with geo-fencing mapping with the additional indication of the nearest police stations in the corridor for emergency. It may be noted that the GPS facility provided by the transporter shall be on monthly separate payment basis and on installation of BRBNMPL GPS this shall not be payable to the transporter.
- j) The containerised vehicles should have tubeless tyres and sufficient number of Spares Tyres [Stepney] in serviceable conditions shall be available on the vehicles before commencement of journey. First Aid Kit, Portable Fire Extinguisher be fitted with state of art fighting equipment which should be serviced regularly and maintained in good condition, Heavy Duty Torch, etc for emergency purpose. And in case of any puncture of Tyre, it should be replaced within half an hour.
- k) All the vehicle drivers accompanying the vehicles have to abide by all security norms right from entering our premises for carrying the security materials till the issue of clearance certificates by respective in-charge/ authority of different destinations.
- l) The contractor should comply with all statutory requirements like valid insurance, insurance coverage, road taxes and permits for inter-district and inter-state movements etc.
- m) The proposed vehicles should have enough space and provision in drivers Cabin for seating of escort personnel. The cabin doors must have locking facility from inside.
- n) In case of any breakdown of the vehicle, the contractor has to arrange a substitute vehicle within a reasonable time failing which penalty charges will be deducted from the bill at the discretion of the Company. Similarly in the event of non-availability of driver due to sickness or for any reason substitute driver to be provided for the vehicles within a reasonable time.

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- o) The proposed vehicles should have other provision like spare Tyre, First Aid Kit, Portable Fire Extinguisher, Heavy Duty Torch, Mobile / Walkie- Talkie Charger, GPS fitted etc. for emergency purpose. And in case of any puncture of Tyre, it should be replaced within half an hour. Also refer list of requirement below in Section VI.
- p) The average speed of the vehicles from origin to destination should not be less than 70-80KM/Hr.
- q) **Insurance and Fitness:**
The entire vehicle to be provided shall have comprehensive insurance policy and valid National RTO permit with required Fitness Certificate.

Note: The above specification is given to facilitate the bidder to quote accordingly. For any further clarification regarding specification, scope of work etc. interested bidders may contact us in person before quoting.

3 Age of vehicles:

The trucks / vehicles to be provided on being successful should be not more than (03) Three-year-old as on the effective date of Work Order/Contract. The vehicles should be in absolute fit working condition, duly registered with R. T. O with all taxes paid, all the valid documents, insurance and national permit from statutory authorities.

The age of vehicles deployed can increase in subsequent years as per the increase in years of contract (as per point no. 03 of specific terms and conditions of the contract)– Not more than 4 years old in 2nd Year and not more than 5 years old in 3rd year of contract.

4. Drivers:

- a) All Driver/s of each Container vehicle should have valid driving license and medically fit to travel long distances. All Drivers should be competent, experienced, physically fit and having a valid Commercial Driving License for the type of vehicle issued by a Competent Authority He should be experienced, apart from being sober, gentle, courteous and well behaved person.
- b) Their character and antecedents should be verified by the police authorities. The Contractor has to arrange Character Certificate from a Competent Authority as prescribed by BRBNMPL for issue of Gate-pass etc. for the drivers. If a particular driver's performance/conduct is not acceptable to the Company, he must be replaced within 03 days. In case of being intoxicated condition, indiscipline on the part of driver, he should be replaced immediately as this is life- risk and detrimental to the safety of the vehicle. Further, they have to abide by all directions/advice given by our representative/ officers/CISF from time to time.
- c) The contractor shall make all statutory payments like Minimum Wages, EPF, and ESI to their deployed Workmen (Drivers) as per the notification published by Central Govt. / State Govt. whichever is higher from time to time, besides paying all other statutory payments. The workmen (Driver) should be paid the minimum wages under the **Minimum Wages Act, 1948** & rules made thereunder, Contract Labour (R & A) Act 1970 & Contract Labour R & A Rules 1971, payment of wages act 1936,

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and other related labour legislations etc., including any enactment made by the government or modification thereof or any other laws relating to there to & rules framed there under from time to time and shall by periodical substitution/ rotation of manpower, Besides, the workmen (Driver) should be given **Employees Provident Fund as per EPF Act 1952, Bonus and / or dividends as per Payment of Bonus Act 1965 and ESI under ESI Act. In the absence of ESI, the contractor should undertake the liability under the coverage of Insurance such as Workmen's Compensation Insurance under W.C. Act, 1923. The total premium shall be borne by the contractor.** The contractor shall have a valid PF Account for making PF Contribution for their workmen (Driver). In case of any complaint regarding non-compliance of any statutory payments; the same shall be deducted from the bill without prejudice to the Company's right to cancel the contract. The contractor have to maintain all records and legal documents up dated as per prevailing statute and have to produce before the management / statutory authorities as and when asked for. Besides, the contractor has to indemnify the Company from all types of legal implications due to any negligence on their part and for which the BRBNMPL is not responsible.

- d) The Transporter must comply with Motor Vehicle Act & other provisions of Law and rules as applicable to road transportation service.
- e) The contractor shall obtain license / registration from Labour Authority / any other Statutory Authority including PF & ESI as may be required and shall furnish Statutory Returns and deposit contributions and Statutory Levies as per the Law of the Land as applicable from time to time. The Contractor shall be liable to furnish with the company all copies returns and documents as would be asked for time to time.
- f) The contractor has to provide all statutory welfare measures for their workers like rest interval, food etc.
- g) The contractor shall adhere to all specific laws and rule related to the subject matter of the contract.
- h) Any untoward incident arising out of improper supervision or inadequate safety measures and loss / damage/ compensation arising out of this will be the sole responsibility of the transporter. The transporter should properly maintain all necessary first aid kits under his custody and ensure that all its employees are adequately trained in administering first aid in case of emergencies.

5. General Conditions

- a) In case of complete immobilization of the vehicles due to any reason suitable alternate vehicle to be provided to transfer the security material from the place of incident to the destination in one trip within the quickest possible time and expenses related to unloading from the malfunctioning vehicle and loading to the another vehicle will be at contractor's account.
- b) The contractor has to ensure that alternative drivers are provided for non-stop road movement of all the vehicles to meet the time schedule. All the drivers shall take movement orders from Company's Security Officer accompanying.
- c) In case of changing driver en-route the permission shall be taken from BRBNMPL. The documents of the new driver will be verified by Press Representative and CISF in-charge.

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- d) Route for destination shall be specified by the Company only after completion of loading and should be kept strictly confidential by the contractor / his representative / drivers.
 - e) Either contractor or his/their representative should interact with the Company on a day-to-day basis for the requirements / movements of vehicles.
 - f) All security norms are to be followed by the truck driver and other personnel accompanying with the vehicle. Besides, it is prerogative of Company to decide how many security personnel will be posted in each vehicle.
 - g) In case the contractor fails to supply the required number of vehicle/trucks at specified date and time, BRBNMPL will make alternative arrangement for vehicle/truck and excess amount incurred will be recovered from the contractor.
 - h) The Driver of the vehicle should carry valid Driving license, Registration Certificate, Insurance papers, necessary road permits, and Emission certificates at the time of placement of vehicle at our premises.
 - i) The Contractor shall not engage any sub-contract or transfer the contract to any other person.
 - j) Driver/s must be provided with a Mobile Phone by the contractor.
 - k) The Contractor should strictly instruct the staff that during the movement of consignment no photographs should be taken and mobile phones should not be used while driving. For non-adherence of the same, the agency will be held responsible on the account of breach of security.
 - l) All apps related to social media viz. whatsapp, Facebook etc. must be kept in disabled state during journey period. No information related to consignment should be shared in the social media including own location even via text message.
 - m) Information about any untoward incidents should be shared only on need-to-know basis and due confidentiality must be maintained.
 - n) Consignment must move in a proper convoy.
6. **Contractor's Responsibility:** It shall remain the contractor's responsibility to successfully execute the contract till the completion of validity period. In case contractor fails to deliver the assigned work, his Security Deposit shall be forfeited. Further the contractor has to indemnify the Company from all types of legal implications due to any negligence on their part and for which the BRBNMPL is not responsible.
- a) That the contractor shall abide by all instructions and directions issued to him from time to time by the Company considering it expedient for efficient and punctual functioning of the service.
 - b) The contractor alone shall have the right to take disciplinary action against any person(s) engaged/employed by him under this contract while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the Company. The Company shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the transporter for any purpose whatsoever nor would the Company be liable for any claim(s) whatsoever of any person(s) of the contractor.

TENDER DOCUMENTS FOR SUPPLY OF COMPLETELY CLOSED METAL BODY TRUCKS /CONTAINERIZED TRUCKS FOR TRANSPORTATION OF HIGHLY SENSITIVE SECURITY MATERIALS ON RATE CONTRACT BASIS FOR THREE YEARS ON YEARLY RENEWABLE BASIS

- c) The contractor shall be responsible for the conduct and behavior of his employees. If any employee of the contractor is found misbehaving with the Company/CISF official, the contractor shall take necessary and appropriate action.

7. BRBNMPL reserves the right to accept or reject or ignore, or cancel the lowest or any other tender without assigning any reason, there of. The company also reserves the right to place the order to a single party or can split among/ between parties.

8. BRBNMPL does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting/rejecting the whole or any part of the tender or portion of the quantity tendered without assigning any reason thereof.

9. BRBNMPL reserves the right to invoke penal clause/ penalty as deemed fit including blacklisting for unsatisfactory performance of the contractor.

10. Timely transportation & delivery is the essence of the contract due to sensitive nature of the cargo. The transporter should adhere to the time schedule as given above for placing the vehicle at the origination point, the estimated normal transit time including normal and minimum stoppages and arrival at the destination such as to adhere to the working time schedule of the consignee RBI Center.

(Authorised Signatory of the bidder firm with date)

(Seal)

TENDER DOCUMENTS FOR SUPPLY OF COMPLETELY CLOSED METAL BODY TRUCKS /CONTAINERIZED TRUCKS FOR TRANSPORTATION OF HIGHLY SENSITIVE SECURITY MATERIALS ON RATE CONTRACT BASIS FOR THREE YEARS ON YEARLY RENEWABLE BASIS**Declaration by Tenderer****COMPLIANCE STATEMENT FOR SUPPLY OF COMPLETELY CLOSED METAL BODY TRUCKS /CONTAINERIZED TRUCKS FOR TRANSPORTATION OF HIGHLY SENSITIVE SECURITY MATERIALS ON RATE CONTRACT BASIS FOR THREE YEARS ON YEARLY RENEWABLE BASIS**

[Supplier shall fill the following format and submit along with the technical Bid.]

Subject: Tender Enquiry No.064/SAL/PUR/2020-21 dated 18/03/2021

I confirm that if successful, I shall supply the **Vehicle on Hire** exactly as detailed in technical specifications (Section VII). I understand that if I do not supply the right vehicle if order is placed, it shall be rejected and BRBNMPL reserves the right to initiate action as per extant rules shall be taken including cancellation of order and forfeiture of Security Deposit.

Sl. No.	Parameters	Requirements	Offered (Yes/No)	Remarks (if any)
1	Quoted for	SUPPLY OF COMPLETELY CLOSED METAL BODY TRUCKS /CONTAINERIZED TRUCKS FOR TRANSPORTATION OF HIGHLY SENSITIVE SECURITY MATERIALS ON RATE CONTRACT BASIS FOR THREE YEARS ON YEARLY RENEWABLE BASIS	YES	
2	Submission of Bid against the Tender	Price bid is to be submitted exactly as per the prescribed format with no conditions /counter conditions.	YES	
3	List of Requirements	As per Section VI: List of Requirements	YES	
4	Technical Specifications	Strictly as per Section VII: Technical Specifications	YES	
5	Payment terms	Payment terms as per tender conditions is accepted	ACCEPTED	
6	Security Deposit/ Performance Bond	<u>As per tender conditions (Also Please refers GCC Clause 6 under Section IV.)</u>	ACCEPTED	
7	SUPPLY OF COMPLETELY CLOSED METAL BODY TRUCKS /CONTAINERIZED TRUCKS FOR TRANSPORTATION OF HIGHLY SENSITIVE SECURITY MATERIALS	I understand that the tender is for Annual Rate Contract for Supply Of Completely Closed Metal Body Trucks /Containerized Trucks For Transportation and the work is to be carried out at any point of time on any day as may be directed by BRBNMPL Officials.	ACCEPTED	

Signature with date

BHARATIYA RESERVE BANK NOTE MUDRAN (Pvt.) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

TENDER DOCUMENTS FOR SUPPLY OF COMPLETELY CLOSED METAL BODY TRUCKS /CONTAINERIZED TRUCKS FOR TRANSPORTATION OF HIGHLY SENSITIVE SECURITY MATERIALS ON RATE CONTRACT BASIS FOR THREE YEARS ON YEARLY RENEWABLE BASIS

8	GST	<u>Acceptance of GST Clause of Section III of Special Instructions to Tenderers (SIT) of as referred against GIT Clause 12.8.</u>	Accepted	
9	Capability	As on the scheduled Tender opening date, Bidder Firm should have at least 5(five) vehicles of the required category as per section VII (Owned/ attached / Leased).	Yes	
10	Experience	The bidder should <u>be an IBA approved transporter</u> or should have experience of accompanying the convoy of Closed Containers / Trucks transporting WMP / Currency Notes / Printed Bank Notes to ROs of RBIs / Currency Chests / Bank anywhere in India <u>during any one year in last 5 years ending 31/03/2020.</u>	Yes	
11	Requirement of Quantity	Tentative requirement of vehicles shall be: minimum 1 and maximum 10 at a single trip. On a single day, tentatively 16 vehicles may be utilized for despatches to multiple centres. This is to be complied as per BRBNMPL requirement.	Accepted	
12	Requirement of Quantity	We understood that the requirement of quantity mentioned in the tender is only indicative and BRBNMPL reserves the right to increase or decrease the quantity depending upon their actual requirement.	Yes	
13	Undertaking	The tenderer must give an undertaking in their letterhead that on being successful, they will provide all the vehicles for this service, which are less than three-year-old on the effective date of Work Order/Contract and will be ready to place the vehicles within around 30 days on becoming successful bidder.	Accepted	
14	Vehicles quoted	Separate sheet with details - Vehicle Reg.No., date of Registration, Make, model, Capacity, Body type etc.) of vehicles submitted (At least 5 vehicles of minimum 9MT capacity as per Tender specifications.	Yes	

Signature with date

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MANDATORY DETAILS

Sl. No.	Particulars	Documentary Proof To be furnished
1.	PAN No.	
2.	Valid GST Registration No.	
3.	MSME Registration, if any	
4.	NSIC Registration, if any	

Yours faithfully,

Note: Techno-commercial bid submitted without Copies of documents in support of eligibility criteria etc. as mentioned in tender, EMD amount, Cost of tender form, Compliance Statement / Declaration by Tenderer & Copy of complete set of tender documents duly signed with seal affixed, is liable to be rejected

()

Name

Signature with date

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

Section VIII: Quality Control Requirements

Declaration by Tenderer

I hereby declare and confirm that all information whether written or verbal delivered by BRBNMPL, in connection with consignment (transportation of highly sensitive security materials) shall be kept in strict confidence by me. In case of any disclose/ divulge of information, I shall be held responsible for the same. BRBNMPL shall be entitled to take action against me for the breach of conduct /responsibility or confidence on my part.

()

Name

Signature with date

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

Section IX: Qualification / Eligibility Criteria**Ref: Tender Enquiry No.064/SAL/PUR/2020-21dated 18/03/2021**

The prospective bidder should be bonafide, experienced, technically competent, resourceful and financially sound to carry out the assigned order.

- a) The bidder should have experience of providing Transport service/ Logistic service of at least 5 years, during the last 7 years ending 31/03/2020 and currently also they should be in the same business.
- b) **Bidder should have executed Transportation and/or Logistics services of Rs.83.65 lakhs during any one year in last 5 years ending 31/03/2020.**
- c) As on the scheduled Tender opening date, Bidder Firm should have at least 5(five) vehicles of the required category as per section VII (Owned/ attached / Leased). [Copy of Registration (RC) Book / Lease Agreement to be submitted in proof of the above]. Documentary evidence for this shall be submitted.
However, the tenderer must give an undertaking in their letterhead that on being successful, they will provide all the vehicles for this service, which are less than three-year-old on the effective date of Work Order/Contract and will be ready to place the vehicles within around 30 days on becoming successful bidder.
- d) The bidder should **be an IBA approved transporter** or should have experience of transporting WMP / Currency Notes / Printed Bank Notes to ROs of RBIs / Currency Chests / Bank or transportation of any other security material anywhere in India **during any one year in last 5 years ending 31/03/2020**. The Contract Copies in this regard (Work orders/Bills etc.) may be submitted.
- e) Bidder should be registered under "The Carriage by Road Act 2007" and have valid certificate for the same. Copy of certificate issued by RTO to be enclosed. (Government/PSUs are exempted from this registration).
- f) **No 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. [Please refer SIT provision for GIT clause No. 31 under 'Section III: Special Instructions to Tenderers (SIT)'].

Photo copies of Purchase/Work Orders executed by the firm or the certificate issued by the customers to that effect for the above qualifying criteria should be submitted along with your offer and details to be filled **as per table no.2 of "Bidders Credentials Annexure-A"**. All experience, past performance and capacity / capability related data should be certified by the authorized signatory of the bidder firm. The credentials regarding experience and past performance to the extent required as per eligibility criteria submitted by bidder may be verified by BRBNMPL from the parties for whom work has been done.

II. Financial Standing:

- a) Average Annual turnover of the Bidder firm during last three financial years ending **31/03/2020** should be more than **Rupees 83.65 Lakhs**
- b) **Financial Loss:** Bidder Firms should not have suffered any financial loss for more than one year during the last three years ending 31/03/2020. For the purpose of Financial loss, net profit/ (loss) after tax shall be considered.

TENDER DOCUMENTS FOR SUPPLY OF COMPLETELY CLOSED METAL BODY TRUCKS /CONTAINERIZED TRUCKS FOR TRANSPORTATION OF HIGHLY SENSITIVE SECURITY MATERIALS ON RATE CONTRACT BASIS FOR THREE YEARS ON YEARLY RENEWABLE BASIS

- c) **Net Worth:** The net worth of the firm should not be negative and also should not have eroded by more than 30% year-on-year in the last three years, ending 31/03/2020.

No 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. [Please refer SIT provision for GIT clause No. 31 under 'Section III: Special Instructions to Tenderers (SIT)'].

III. Financial Support From Holding Company: Where Financial Standing of the Bidder Company is not strong enough to meet its obligations under the Tender and it has taken support from its Holding Company for participating in the Tender, the Holding Company shall give its support by Bank Guarantee to cover the obligations of the Bidder under the Tender in case of any defaults. Further, the Financial Standing Credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

- i. However, the bidder is **required to qualify in all other criteria** like experience, past performance and capacity/capability as specified in the tender.
- ii. Credentials of the partners of Joint ventures cannot **(repeat cannot)** be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently.
- iii. To avail Financial Support of the Holding / Parent Company an Undertaking is to be submitted from the Holding / Parent Company, on the letter head of the Holding Company, as per the format given in the **Annexure – 6** and a Performance Guarantee to that effect as given in **Annexure - 7**.
- iv. *The amount of Bank Guarantee by Holding Company shall be equal to the amount of Bank Guarantee prescribed in the tender for the bidders. This guarantee will be in addition to the one to be submitted by the bidders.*

IV. In the case of bidders/companies that are restructured by Banks, Financial standing criteria will be completely relaxed.

V. Statement of Financial Standing: Following documents are required to be submitted along with the bid as part of the Pre-Qualification Criteria (Section IX of tender).

- a) The bidders will be required to submit a self-certified statement of their turnover, net worth and profit and loss and details to be filled as per table no.1 of "**Bidders Credentials Annexure-A**".
- b) The bidders are also required to submit the **self-certified** Income Tax Return (IT) copies of Financial Years 2017-18, 2018-19 & 2019-20 along with copy of Acknowledgement.
- c) Further, it is clarified that Medium, Small and Micro Enterprises (MSME), having a turnover upto Rs.5 Crore, are not required to submit their audited books of accounts applicable from the AY 2020-21 onwards. However, easing of this compliance burden will be available only to those MSMEs which carry out less than 5% of their business transactions in cash which include all receipts and payments done by the MSMEs. **Hence, MSMEs not fulfilling the above criteria are required to submit their audited books of accounts if their turnover is more than Rs. 1 crore.**

TENDER DOCUMENTS FOR SUPPLY OF COMPLETELY CLOSED METAL BODY TRUCKS /CONTAINERIZED TRUCKS FOR TRANSPORTATION OF HIGHLY SENSITIVE SECURITY MATERIALS ON RATE CONTRACT BASIS FOR THREE YEARS ON YEARLY RENEWABLE BASIS**VIII. For Existing Successful Past Suppliers:**

In case the bidder who is a successful past supplier of BRBNMPL of the tendered services in at least one of the recent past three procurements, who do not meet any or more of requirements above, would also be considered to be qualified in view of their proven credentials, for the maximum quantity supplied by him in such recent past. The bidder has to provide successful completion certificate in supply of the above.

IX. Other requirements:

- a) **"Bidders Credentials"** to be submitted as per Annexure -A
- b) The tenderer shall enclose a declaration regarding their **blacklisting / debarment, if any**, by BRBNMPL/Government of India/PSU in the past 5 years and **"Confidentiality statement"** duly signed and stamped as per Annexure-B.
- c) **"GST Registration details"** as per Annexure-C.
- d) **"NEFT Mandate form"** as per Annexure-D or NEFT details with copy of cancelled Cheque [existing vendors can submit the Xerox copy of earlier submitted document which shall include the signature of bank authorities].
- e) Bid Security Declaration as per Annexure -E
- f) **Declaration & Undertaking by Micro & Small Scale Enterprises / Start-up Companies / / Women entrepreneurs / Registration with TReDS/GeM to be submitted as per Annexure-5 (if applicable).**
- g) The contractor should have valid PAN, GST registration copies and to be submitted the same.
- h) **Filled in Section VII: Compliance statement – Techno- Commercial.**
- i) **Filled in Section XII: Questionnaire.**
- j) **An authenticated copy of the document which authorizes the signatory to commit on behalf of the firm shall accompany the offer as per clause No. 20.1 of GIT.**
- k) **All the pages of the tender should be signed and seal should be affixed for accepting the terms and conditions.**
- l) **Performance of the bidder in executing the previous contracts/orders of BRBNMPL, if any in the last 5 financial years, may be taken into account during technical evaluation. The bids of the tenderers who were unsuccessful in completing the previous orders of BRBNMPL without any valid reason are liable to be rejected.**

Note: Documentary proof for the above qualifying criterion should be submitted along with your offer duly signed by authorized signatory of your company. Non-submission or incomplete submission of documents may lead to rejection of offer.

We _____ (name of the firm / company) have submitted the required documents in support of the **Section IX: Qualification/ Eligibility Criteria** as mentioned above.

(Authorised Signatory of the bidder firm with date)

(Seal)

Section X: Tender Form

[Supplier/Tenderer shall fill the following format and submit along with Technical Bid.]

Date

To

Bharatiya Reserve Bank Note Mudran (P) Limited

Salboni, Dist- Midnapore (West)

Pin- 721 132,

West Bengal

Ref: Tender No 064/SAL/PUR/2020-21 dated 18/03/2021 SUPPLY OF COMPLETELY CLOSED METAL BODY TRUCKS /CONTAINERIZED TRUCKS FOR TRANSPORTATION OF HIGHLY SENSITIVE SECURITY MATERIALS ON RATE CONTRACT BASIS FOR THREE YEARS ON YEARLY RENEWABLE 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 (description of goods and services) in conformity with your above referred document for the sum **as submitted in the financial bid**, 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 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 _____

Duly authorized to sign tender for and on behalf of

.....
(Authorized Signatory of the bidder firm with date)

.....
(Name and designation)

BHARATIYA RESERVE BANK NOTE MUDRAN (Pvt.) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

TENDER DOCUMENTS FOR SUPPLY OF COMPLETELY CLOSED METAL BODY TRUCKS /CONTAINERIZED TRUCKS FOR TRANSPORTATION OF HIGHLY SENSITIVE SECURITY MATERIALS ON RATE CONTRACT BASIS FOR THREE YEARS ON YEARLY RENEWABLE BASIS**Section XI: Price Schedule****Proforma of Price Bid for SUPPLY OF COMPLETELY CLOSED METAL BODY TRUCKS /CONTAINERIZED TRUCKS FOR TRANSPORTATION OF HIGHLY SENSITIVE SECURITY MATERIALS ON RATE CONTRACT BASIS FOR THREE YEARS ON YEARLY RENEWABLE BASIS**From
M/s. «Name»

Date:

To
The General Manager,
BRBNMPL,
P.O.RBNML, Salboni – 721 132.

Dear Sir,

Sub: Price Bid for SUPPLY OF COMPLETELY CLOSED METAL BODY TRUCKS /CONTAINERIZED TRUCKS FOR TRANSPORTATION OF HIGHLY SENSITIVE SECURITY MATERIALS ON RATE CONTRACT BASIS FOR THREE YEARS ON YEARLY RENEWABLE BASIS**Ref: Your Tender Enquiry No. 064 / SAL/PUR/ 2020-21, dated 18/03/2021**

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

<u>Schedule No.</u>	<u>Description of Vehicle</u>	<u>Qty.</u>	<u>Rate per KM (excluding GST)</u>	<u>Declaration</u>
1	SUPPLY OF COMPLETELY CLOSED METAL BODY TRUCKS /CONTAINERIZED TRUCKS FOR TRANSPORTATION OF HIGHLY SENSITIVE SECURITY MATERIALS ON RATE CONTRACT BASIS FOR THREE YEARS ON YEARLY RENEWABLE BASIS [As per specifications mentioned in Section – VII] <u>Offered Vehicle Make & Model:</u>	Per Vehicle		<i>GST will be paid by BRBNMPL under RCM.</i>
	Rate per vehicle per km in words			

Yours faithfully,

()
Name
Signature with date

Seal

NOTE: MULTIPLE RATE FOR / AGAINST THE TENDERED SERVICE SHALL RENDER THE QUOTE CANCELLED**The above requirement of vehicles are for journey from BRBNMPL Salboni to RBI Patna / RBI Bhubaneswar / RBI Kolkata, Airport Kolkata (for Guwahati Road / Air Consignments) or any other places in India and back on as and when required basis.**

TENDER DOCUMENTS FOR SUPPLY OF COMPLETELY CLOSED METAL BODY TRUCKS /CONTAINERIZED TRUCKS FOR TRANSPORTATION OF HIGHLY SENSITIVE SECURITY MATERIALS ON RATE CONTRACT BASIS FOR THREE YEARS ON YEARLY RENEWABLE BASIS

Fuel Escalation Clause: 0.30% escalation or vice versa on quoted rates shall be allowed for every 1% rise/fall in fuel price proportionately. Base price of fuel shall be **rate of Diesel @ Rs.84.60 per litre prevailing at Midnapore** on **15th March 2021**. Differential (Increase/Decrease in fuel) rate shall be applied for actual payment for which documentary evidence shall be submitted along with bill/invoice/claim.

All distance and calculation of rates applicable are ex -BRBNMPL, Salboni, West Bengal.

Note: Bidders may enclose separate sheet, if required, to give price break up.

1. We confirm that the quoted prices will remain firm and there would not be any price escalation during the entire contract period, other than Fuel escalation or vice-versa as above.
2. We also confirm that we abide by all the tender conditions and we do not have any counter conditions.
3. We understand that the contract is for casual hire of vehicles on as and when required basis.
4. We understand that multiple rates are liable for rejection.
5. Tender Enquiry shall be finalized on **Overall (L1) bidder quoted price basis and as per Tender Terms & conditions** for the above mentioned items.
6. Price should be quoted exactly as per the format given above. Multiple rates for single item, would lead to rejection of offer.
7. **Bidders mentioning the price quoted for offered item/s in any place other than Price - Bid (PART-II) are liable for rejection of their bid.**
8. **Bidders are advised to sign on all the pages of the Price Bid.**
9. Bidders are required to quote the price within 2 decimal places. Price quoted with more than 2 decimal places will be rounded off to 2 decimal places for evaluation.
10. It is understood that, purchase preference will be given to the participating bidders registered under MSE's/ Start-ups (whether MSEs or otherwise)/Class-I Local Suppliers as per **SIT provision for GIT clause No. 35.2 & 35.3** given under Section III: Special Instructions to Tenderers (SIT).

Thanking you,
Yours faithfully,

()

Seal

Name

Signature with date.

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 of goods and services offered:	
2.	Name and address of the firm Telephone No. E-mail:	
3	Name & designation of the person who has been authorised to sign the tender documents on behalf of the bidder firm: Contact Telephone number: Mobile No. E-mail:	
4.	Nature of the Firm: (Proprietorship/Partnership/Ltd. Company/Co-op. Society)	
5.	Offer is valid for acceptance upto	120 Days from the date of opening of tender
6.	Your GSTIN (Copy of registration to be enclosed):	
7.	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.)	
8.	Please state whether business dealings with you currently stand suspended/ banned by any Ministry / Dept. of Government of India or by any State Govt.. or by PSU.	YES / NO
9	Status: MSE's-2012 /Class-I Local Supplier MII-2017 The Bidder has to up front declare the status clearly under which category is the bidder opts to claim the Purchase Preference Please attach certified copy(s) of your registration status etc. in case your answer(s) to above queries is in affirmative.	
10	Are you registered with central Purchase Organisation (CPO)?	

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11	Status:	
a	Are you currently registered with the Central Purchase Organization, and/or as a Micro and Small Enterprise (MSE) as defined in MSEs Order 2012 issued by Ministry of Micro, Small and Medium Enterprises (MSME), and/or as a Startup as recognised by Department for Promotion of Industry and Internal Trade (DPIIT) and/or the present BRBNMPL and/or the Directorate of Industries of the concerned State Government for the goods quoted?	YES / NO
b	If, YES indicate the date upto which you are registered with Registration Number (Copy of registration to be enclosed)	
c	If, YES whether there is any monetary limit imposed on your registration	
d	Are you currently registered under the Indian Companies Act, 2013 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.	YES / NO
12.	Please indicate name & full address of your Banker(s) and enclose Bank Mandate Form:	
13.	Whether the price Bid is signed and submitted as part II kept in sealed cover with clear superscription on the envelope marking Tender details?	Yes/No
14.	Whether required Bid Security Declaration as per Annexure – E is submitted along with the technical bid.	Yes/No
15.	Whether all sections and pages of technical bid accepted, signed, numbered and submitted as Part I	Yes/No
16.	We _____ name of the company confirm that we abide by all the terms & conditions of this tender and we don't have any counter conditions.	ACCEPTED
17.	Necessary supporting documents/credentials fulfilling the criteria of the respective provisions of GOI policies under MSE-2012 / MII-2017 / Start-up, if eligible and if applicable, as per terms and condition of the Tender have been submitted along with the tender (Technical Bid).	YES/NO
18.	Further, I/We also understand that if I/We do not fall under any of the Categories mentioned above, my/our Bid/Tender will be evaluated by BRBNMPL in the normal/usual manner without granting any benefits/exemptions under Government Policies as indicated above	YES/NO

(Authorized Signatory of the bidder firm with date)

Name of Authorised Signatory:

Designation:

Address:

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

BHARATIYA RESERVE BANK NOTE MUDRAN (Pvt.) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

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Annexure-A**Bidders' Credentials**

{The bidder is advised to submit the details below along with relevant mandatory documents. All the documents to be signed with proper seal by Authorised person who is signing the tender / bid documents on behalf of the bidder firm}

1. Financial standings (as per Section-IX):

Sr. No.	Financial Year	Annual Turnover (Rs.)	Profit/(Loss) (Rs.)	Net worth (+/-) (Rs.)	Remarks	ITR copy enclosed (Please tick)
a.	2017-18					
b.	2018-19					
c.	2019-20					
Avg. Annual Turnover->						
Required Average Annual Turnover ->		Rs. 83.65 Lakhs				

Note (if any):

2. Format for Experience and Past Performance details w.r.t. Purchase Orders Completion Certificate issued by customer as per Bid Evaluation Criteria of Section-IX.

(During last five years ending 31/03/2020)

Sl. No	Description of Work	Location of Work	Client Address and contact details including email	P.O. No. and dated	Quantity of Contract awarded	Period of Contract (From - To date)	Date of Completion	Quantity of Contract Completed	Remarks
a.									
b.									
c.									
			Total->						

Note:

- Experience copies as per qualification criteria of section IX to be enclosed.
- Orders completed earlier than the period indicated in Bid Evaluation Criteria need not be indicated here.
- List of Purchase Orders, not as per qualifying criteria indicated in Bid Evaluation Criteria need not be indicated here.
- Non-submission or incomplete submission of documents may lead to rejection of offer.
- Use separate sheet.

BHARATIYA RESERVE BANK NOTE MUDRAN (Pvt.) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

TENDER DOCUMENTS FOR SUPPLY OF COMPLETELY CLOSED METAL BODY TRUCKS /CONTAINERIZED TRUCKS FOR TRANSPORTATION OF HIGHLY SENSITIVE SECURITY MATERIALS ON RATE CONTRACT BASIS FOR THREE YEARS ON YEARLY RENEWABLE BASIS

3. Details of Tender Fee:

Sl.No.	Particulars	Tender Fee
a.	Amount:	
b.	DD/BC/NEFT/RTGS transaction/ / BG No. and date/ Other Electronic Modes using UPI id/ UPI QR code	
c.	Drawn on Bank: Branch :	
d.	Valid up to:	
e.	Original instruments submitted (Y/N)	
f.	Exempted (if any) under:-	
g.	Remarks	

4. I have also enclosed the following annexures and documents as per Section IX Qualification/ eligibility criteria:

- a) Annexure-B [regarding blacklisting / debarment and confidentiality statement]
- b) Annexure-C "GST Registration details"
- c) Annexure-D "NEFT Mandate form"
- d) Annexure -E "Bid Security Declaration"
- e) Undertaking as per Annexure-5
- f) **Declaration & Undertaking** by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with TReDS/GeM to be submitted as per Annexure-5 (if applicable)
- g) **Filled in Section VII: Compliance statement – Techno-commercial.**
- h) **Filled in Section XII: Questionnaire.**
- i) **An authenticated copy of the document which authorizes the signatory to commit on behalf of the firm shall accompany the offer as per clause No. 20.1 of GIT.**

I/We declare that the information given above is true and any mis-statement, misrepresentation, or suppression of facts in connection with the above undertaking may entail rejection of the bid and cancellation of contract, if awarded.

(Authorised Signatory of the bidder firm with date)

(Seal)

Annexure-B

To Whomsoever It May Concern

This is to confirm that we M/s._____ have not been blacklisted / debarred by BRBNMPL/Government of India/PSU in the past 5 years.

This is to inform that we, M/s._____, had been blacklisted / debarred by _____ from _____ (date) to _____ (date) in the past 5 years. We further confirm that we do not stand blacklisted/debarred as on the date of tender opening.

[Please strikeout whichever statement is not applicable]

Dated this _____ day of _____

.....
(Authorized Signatory of the bidder firm with date)

Name of Authorized Signatory:

Designation:

Confidentiality Statement

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

Dated this _____ day of _____

.....
(Authorized Signatory of the bidder firm with date)

Name of Authorized Signatory:

Designation:

(Seal)

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Annexure-C**GST Registration details**

GSTIN / UIN	
PAN	
NAME OF THE SUPPLIER (as per PAN / Legal Name of Business)	
TRADE NAME (as per GST certificate)	
ADDRESS	
STATE	
COUNTRY	
PINCODE	
Constitution of Business	
Taxpayer Type	(i) REGULAR (ii) COMPOSITION (iii) CONSUMER (iv) UNREGISTERED
PARTY TYPE	(i) DEEMED EXPORT (ii) SEZ (iii) NOT APPLICABLE (N.A)
Is an e-COMMERCE OPERATOR (YES / NO)	YES / NO

ITEM DESCRIPTION	HSN / SAC CODE	SGST / CGST / IGST / UTGST	RATE OF GST %
1.			
2.			

Authorized Signatory of the bidder firm with date)

Seal)

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TENDER DOCUMENTS FOR SUPPLY OF COMPLETELY CLOSED METAL BODY TRUCKS /CONTAINERIZED TRUCKS FOR TRANSPORTATION OF HIGHLY SENSITIVE SECURITY MATERIALS ON RATE CONTRACT BASIS FOR THREE YEARS ON YEARLY RENEWABLE BASIS**Annexure-D****NATIONAL ELECTRONIC FUND TRANSFER (NEFT)****Model Mandate Form**

(Customer's option to receive payments through Credit Clearing Mechanism)

Name of the Scheme and the periodicity of payment

No.

1	Investor / Customer's Name	
2	Particulars of Bank account	
	A	Name of the Bank
	B	Name of the branch
		Address
		Telephone No
		Whether Bank branch is NEFT enabled
	C	Code number of the bank and branch appearing on the MICR Cheque issued by the bank
	D	Type of the account (SB, Current or Cash Credit)
	E	Ledger and Ledger Folio number
	F	Account number (as appearing on the Cheque book)
	G	RTGS / IFSC Code No.
	(In lieu of the bank certificate to be obtained as under, please attach a blank canceled cheque or photocopy of a cheque or front page of your Savings bank passbook issued by your bank for verification of the above particulars)	
3	Date of effect	

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

(.....)

Signature of the Customer

Date:

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

Bank's Stamp

Date:

(.....)

Signature of the authorized official of the Bank

ANNEXURE-E

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

BID SECURITY DECLARATION IN LIEU OF EARNEST MONEY DEPOSIT

To,

The General Manager

BRBNMPL, SALBONI.

Sub: Submission of Bid Security Declaration in Lieu of Earnest Money Deposit against Tender no. for.....

Dear Sir,

1. I/We have downloaded / obtained the tender document for the above mentioned "Tender/Work" from the BRBNMPL Portal.

2. I/We understand that according to terms and conditions of this tender, bid must be supported by a bid security, which may be in the form of Bid Security Declaration.

3. I/We hereby undertake that if in case I/We withdraw or modify my/our Bid during the period of validity or if I/We are awarded the contract and I/We fail to sign the contract (NoA / LoI / P.O. / W.O. / Agreement etc.) or to submit a performance security before the deadline defined in the request for bids document then I/We will be suspended for the period of 1 (ONE) year from being eligible to submit Bids to BRBNMPL, Salboni.

4. I/We understand that this Bid Security Declaration shall cease to be valid under the following circumstances:

- i. I am/we are declared ineligible/ unsuccessful or
- ii. I am/ We are declared as successful bidder and I/we have furnished the Performance Security and Signed the Contract within the stipulated time.

Place: _____ Signature: _____

Date: _____ Name: _____

Designation: _____

Authorized Signatories

Seal

Annexure- 1

Salient features of 'Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012'

CONDITIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

1. MSEs must be registered with any of the following in order to avail the benefits / preference available under MSEs Order, 2012: -
 - a) District Industries Centres (DIC)
 - b) Khadi and Village Industries Commission (KVIC)
 - c) Khadi and Village Industries Board
 - d) Coir Board
 - e) National Small Industries Corporation (NSIC)
 - f) Directorate of Handicraft and Handloom
 - g) Any other body specified by Ministry of MSME (MoMSME)
 - h) Udyog Aadhaar Acknowledgment / Udyog Aadhaar Memorandum issued by MoMSME
2. MSEs participating in the tender must submit valid & authorised copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate, they shall attach original **notarised copy of the DIC certificate**.
3. The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
4. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on closing date of the tender, are not eligible for exemption/preference. Where validity of such certificates such as NSIC certificate has lapsed, it shall be the responsibility of the bidder to seek renewal from the concerned Govt. agency before such expiry. *However, documentary evidence seeking extension before the lapse of validity of such certificate and an authorization letter from the Govt. agency having received application for renewal submitted before the bid closing date shall be accepted.*
5. **Manufacturer for tendered items / Service provider of tendered services:** The MSE bidder must be Manufacturer of tendered items for procurement / Service provider who is capable of rendering the tendered services by themselves to avail the benefits under MSEs Order, 2012. Traders/dealers/resellers/distributors/authorized agents will not be considered for availing benefits under MSEs Order, 2012 as per guidelines issued by MoMSME.

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6. The MSEs registered with above mentioned agencies / bodies are exempted from payment of Earnest Money Deposit (EMD) & Tender fees.
7. **Relaxation of Norms for Micro & Small Enterprises (MSEs):** Pre-qualification criteria with respect to Prior Turnover and Prior experience may be relaxed for Micro & Small Enterprises as per GOI guidelines subject to meeting of quality and technical specifications.
8. However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc., wherein BRBNMPL reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Micro and Small Enterprises.
9. Items which are reserved for exclusive purchase from MSEs shall be procured from Micro and Small Enterprises as per Public Procurement Policy.
10. Subject to meeting terms and conditions stated in the tender document, *at least 25%* of the total quantity of the tender is earmarked for MSEs registered with above mentioned agencies / bodies.
11. In case MSE bidder is L1, entire value of the tender is to be ordered on the L1 MSE bidder.
12. In tender, participating MSEs quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply at *least 25%* of the total tendered value (where the tender quantity can be split).
13. In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the supply may be shared proportionately if the job can be split.
14. In case the tendered quantity cannot be split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1 + 15% and they match the L1 price.
15. If the quantity cannot be split and there are more than one eligible MSE bidders (price band within L1+15%) then the opportunity to match the L1 rate of the tender shall be given first to MSE (who have quoted lowest rate among the MSEs within the price band of L1+15%) and the total quantity shall be awarded to him after matching the L1 price of the tender.
16. If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the tender, then the next ranked MSE bidder who has quoted within the price band of L1 + 15% in order shall be given chance to match the rate of L1 for award of the quantity/order.
17. For more clarity in this regard, following table is furnished: -

Type of Tender	Price quoted by MSE	Finalization of tender
Can be Split	L1	Full order on MSE
	Not L1 but within L1+15%	At least 25% order on MSE subject to matching L1 price

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Cannot be split	L1	Full Order on MSE
	Not L1 but within L1+15%	Full Order on MSE subject to matching L1 price

18. The purchase preference to MSEs is not applicable for works contracts where supply of goods not produced by MSEs is also involved.
19. **Special provision for MSEs owned by SC & ST entrepreneurs:** Out of the 25% target of annual procurement from MSEs, 4% shall be earmarked for procurement from MSEs owned by SC & ST entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, 4% sub-target so earmarked shall be met from other MSEs.
20. To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority in addition to certificate of registration with any one of the agencies mentioned in paragraph 1 above. Alternatively, the bidder shall be responsible to furnish necessary documentary evidence for enabling BRBNMPL to ascertain that the MSE is owned by SC/ST entrepreneurs. MSE owned by SC/ST is defined as:
 - In case of Proprietary MSE, proprietor(s) shall be SC/ST
 - In case of Partnership MSE, the SC/ST partners shall be holding at least 51% shares in the enterprise
 - In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters
21. **Special provision for MSEs owned by women entrepreneurs:** Out of the 25% target of annual procurement from MSEs, 3% shall be earmarked for procurement from MSEs owned by women entrepreneurs *in addition* to 4% earmarked for MSEs owned by SC/ST entrepreneurs. MSE owned by Women is defined as:
 - In case of Proprietary MSE, proprietor(s) shall be Women
 - In case of Partnership MSE, the Women partners shall be holding at least 51% shares in the enterprise
 - In case of Private Limited Companies, at least 51% share shall be held by Women promoters
22. Micro & Small Scale Enterprises have to submit a declaration and undertaking along with their offer as per *Declaration & Undertaking by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with TReDS/GeM* on the **Company/ Firm's letter head as per the format specified in Annexure -5.**

Annexure-2

CONDITIONS FOR START-UP COMPANIES

1. Subject to meeting of Quality and Technical specifications, BRBNMPL may consider allowing the participation of “Start-up” companies with capability to execute the supply/ services, as per technical specifications / perform the job as per scope of work specified in the tender and subject to meeting extant & relevant guidelines of Government of India. This should be confirmed and substantiated in the technical bid.
2. The bidder who intends to participate as “Start-up” company should enclose the Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.
3. Start-ups registered with DPIIT are exempted from payment of Earnest Money Deposit (EMD) & Tender fees.
4. Prequalification Criteria with respect to Prior Turnover and Prior Experience may be relaxed for Start-ups as per the GOI guidelines.
5. However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc. wherein BRBNMPL reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Start-up Companies as per GoI guidelines.
6. Start-up Companies who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.
7. Start-up Companies have to submit a declaration and undertaking along with their offer as per *Declaration & Undertaking by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with TReDS/GeM* on the **Company/ Firm’s letter head as per the format specified in Annexure -5.**

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Annexure-5

Declaration & Undertaking by Micro & Small Scale Enterprises / Start-up Companies / Entities seeking purchase preference under Make In India Policy / Women entrepreneurs / Registration with TReDS/GeM

(To be filled in the Company letter head)

Date:

Sl No	Particulars	Details
1	Is your organization Proprietary / Partnership / Private Limited Company / Public Limited Company / Others
2	Does your organization belong to Micro / Small scale Industry / Start-up / Class-I Local Supplier / others (Please tick mark appropriate box. Bidders may tick more than one, if eligible)	<input type="checkbox"/> Micro <input type="checkbox"/> Small Scale <input type="checkbox"/> Start-up Company <input type="checkbox"/> Class-I Local Supplier <input type="checkbox"/> Others
3	In case you belong to Micro / Small Scale Enterprises, whether you are a Manufacturer for the tendered items (supply) / Service Provider for the tendered services (Please tick mark the appropriate box)	<input type="checkbox"/> Manufacturer for supply items <input type="checkbox"/> Service Provider for services <input type="checkbox"/> Trader/dealer/reseller/distributor/ authorized agent <input type="checkbox"/> Non MSE Bidder
4	In case you belong to Micro / Small Scale Enterprises, whether you are registered under SC / ST Category. <i>If yes, valid documentary evidence to be submitted</i> (Please tick mark the appropriate box)	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, whether <input type="checkbox"/> SC <input type="checkbox"/> ST
5	In case you belong to Micro / Small Scale Enterprises, whether your firm/ organization is owned by Women entrepreneurs? <i>If yes, valid documentary evidence to be submitted</i> (Please tick mark the appropriate box)	<input type="checkbox"/> Yes <input type="checkbox"/> No
6	Are you registered under TReDS (Trade Receivable electronic Discounting System approved by RBI) Applicable for Micro, Small and Medium Enterprises (Please tick mark the appropriate box)	<input type="checkbox"/> No <input type="checkbox"/> Yes If yes, whether <input type="checkbox"/> RXIL <input type="checkbox"/> A-Treds <input type="checkbox"/> M1Xchange (Tick agency with whom you are registered along with Regn No.) Regn No.
7	Has your firm/organization registered your items/services in Government e-Marketplace (GeM)	<input type="checkbox"/> Yes <input type="checkbox"/> No

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Sl No	Particulars	Details
8	In case you are both a valid MSE bidder and Class-I Local Supplier (Make in India Policy), please give your preference. (Please tick any one)	<input type="checkbox"/> MSE <input type="checkbox"/> Class-I Local Supplier
9	In case you are claiming benefits under Make in India Policy, whether you are meeting the minimum local content as mentioned in the tender document/ concerned Ministry guidelines/Policy.	<input type="checkbox"/> Yes, Local Content _____% <input type="checkbox"/> Not applicable for this tender

Declaration: I/We hereby declare that the above data submitted are true and back-up documents are attached as proof of the same. In case any submitted data are found to be incorrect/false, my/our bid is liable to be rejected and I/we am/are liable for suitable actions as per relevant BRBNMPL Policy.

I/We also understand that in case I/we am/are not claiming benefits under Make in India Policy, or under MSEs Order as per tender requirements, then purchase preference shall apply to other bidders who have quoted accordingly as per policy.

A. Categorization of MSE/SC-ST & Women Vendors

1. In case of Micro/Small scale Enterprises, kindly attach Registration Certificate issued by DIC/KVIC/KVIB/Coir Board/NSIC/Directorate of Handicrafts and Handlooms, or any other body specified by MSME for authentication such as Udyog Aadhaar Memorandum/ Acknowledgment.
2. SC/ST and Women entrepreneurs registered under MSEs need to submit valid documentary evidence.

B. Categorization of Start-up Companies

Bidder who intends to participate as 'Start-up' company should enclose the Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Govt. of India and his eligibility shall be valid as on bid closing date.

C. Declaration in case of MSE Bidders / Start-up Companies

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

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

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- e. We are a Micro / Small Enterprise which is owned by SC-ST/women entrepreneurs and we are submitting valid documentary evidence for the same.

D. Declaration in case of entities seeking purchase preference under Make in India Policy (Not Applicable for this tender)

We have read carefully the terms and conditions for availing the benefits of purchase preference under Make in India Policy and we are meeting all the requirements of Local Content and duly certified documents for proving the stipulated local content along with details of the location(s) where local value addition is made as mentioned in this document are enclosed.

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

.....

Authorized Signatory

(With Company Seal & Signature)

Annexure - 6

PERFORMANCE BANK GUARANTEE ISSUED ON BEHALF OF HOLDING COMPANY FOR SATISFACTORY PERFORMANCE OF CONTRACT BY ITS SUBSIDIARY COMPANY

(Name of the Bank and Address of the issuing branch)

Date: _____

Name and Address of the Beneficiary:

Bharatiya Reserve Bank Note Mudran (P) Limited,
Note Mudran Nagar,
Salboni – 721132.

Name / Number of Tender/Contract: _____

Performance Bank Guarantee No.: _____

Performance Bank Guarantee Value: _____

Performance Bank Guarantee Validity: _____

WHEREAS, _____ ("**Bidder**"), the wholly owned subsidiary of our constituent _____ ("**Holding Company**") has submitted its offer in response to your *Notice Inviting Tender* bearing no. _____ dated _____ for supply of _____ and has been selected by you as the '*successful bidder*'. Subsequently, you have issued a letter of engagement bearing no. _____ dated _____ to the Bidder.

WHEREAS, we have been informed that it has been stipulated by you in the tender documents that the holding company of the Bidder, shall furnish you with (i) an undertaking to provide '*Financial Support*' to the Bidder; and (ii) an unconditional and irrevocable Bank Guarantee ("**Guarantee**") by a Scheduled Commercial Bank recognized by you as security by the Holding Company for compliance by the Bidder of its obligations under the contract to be executed between yourselves and the Bidder for supply of _____ ("**Contract**").

AND WHEREAS, pursuant to the undertaking bearing reference no. _____ dated _____ given by the Holding Company, the Holding Company has approached us to provide a Guarantee which we have agreed to, as below:-

NOW THEREFORE, we affirm that, we, as the guarantors hereby extend our guarantee and undertake to indemnify you on behalf of the Bidder and the Holding Company, without any demur, cavil or argument up to a sum of _____/- (Rupees _____ Only) upon your first written demand declaring the Bidder to be in default under the Contract.

This unconditional Guarantee shall come into full force and effect on the date of execution of the Contract or the date of issue of work order, whichever is earlier.

BHARATIYA RESERVE BANK NOTE MUDRAN (Pvt.) LIMITED

(Wholly owned subsidiary of Reserve Bank of India)

RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

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This Guarantee shall apply and be supplemental to the Contract as amended, modified or varied by you and the Bidder from time to time. The Holding Company hereby authorizes the Bidder to agree to any such amendment, modification or variation, the due performance and compliance with which the Bidder is guaranteed herein. The Holding Company's obligations and liabilities under this Guarantee shall not be discharged by any allowance of time or other indulgence whatsoever.

We hereby unconditionally and irrevocably undertake to pay you a sum of Rs. _____ /- (Rupees _____ Only), upon receipt of your written demand, without you having to substantiate or prove your demand. We further agree that such demand shall be final and binding on us notwithstanding any dispute or suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator.

This unconditional and irrevocable Guarantee shall remain in full force and effect until all of the Bidder's duties, obligations (including warranty obligations) and liabilities under the contract have been discharged, of which you will be the sole judge and for a further period of 90 (Ninety) days thereafter or 90 (Ninety) days from the date of earlier termination of the Contract and any demand in respect thereof should reach the Bank not later than the above date.

Signature of the authorized officer of the Bank

_____ (Name)

_____ (Designation)

Seal and Address of the Bank

Annexure - 7

ON THE LETTER HEAD OF THE HOLDING COMPANY

Ref. :- _____

Date: _____

To
Bharatiya Reserve Bank Note Mudran (P) Limited,
Note Mudran Nagar,
Salboni – 721132.

Dear Sir,

Undertaking to provide financial support to our wholly owned subsidiary

We, _____ agree to provide financial support to our wholly owned subsidiary, _____ ("**Bidder**"), who is participating in the tender floated by you bearing no. _____ for the supply of _____ ("**Tender**").

We confirm and undertake that our financial standing credentials can be clubbed with that of the Bidder in order to enable it to qualify the financial standing criteria stipulated in the Tender documents. We enclose the necessary documents to enable you to assess and confirm our financial standing.

We further agree and undertake to furnish to you a suitable performance bank guarantee and indemnify you and hold you harmless in the event the Bidder fails to perform its obligations under the Tender.

We, hereby, undertake to make available to the Bidder the required financial resources to enable compliance by the Bidder with the Tender and the contract that may be awarded pursuant to the bid, if successful.

_____ (Name)

_____ (Designation)

Enclosures: -

1. Copy(s) of our Certificate of Incorporation and that of the Bidder;
2. Copy(s) of Form MGT-7 (*i.e. Annual Return*) filed by us and the Bidder for the latest financial year;
3. Copy of our Permanent Account Number Card;
4. Copy(s) of our Consolidated Financial Statement for the last three financial years.
5. Copy of shareholders agreement, if any
6. Copy of Memorandum and Articles of Association/Partnership deed of bidding entity.

Note: The printout of this tender document should be taken on both sides of A4 size paper

SECTION XX: PRE-CONTRACT INTEGRITY PACT

Between

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

and

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

Preamble

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

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

Section 1 – Commitments of the Principal

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

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

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

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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

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

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

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

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

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

Section 8 – Independent External Monitor

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

E-mail: sastryvvr@gmail.com

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

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place:

Date:

Witness 1:
(Name & Address)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Witness 2:
(Name & Address)

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

भाग : XX**सत्यनिष्ठा संधि**

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

तथा

"ठेकेदार / बोलीधारक" जो इसके बाद कहलाएगा

के बीच:

प्रस्तावना

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

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

भाग - 1 प्रिन्सिपल की प्रतिबद्धताएं

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

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

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

त. पूर्वाग्रही व्यक्तियों को इस प्रक्रिया से बाहर रखेगा। प्रिन्सिपल सभी जा .ग

(2) यदि प्रिन्सिपल अपने किसी भी कर्मचारी के आचरण के बारे में कोई जानकारी प्राप्त करता है जो कि आईपीसी पीसी अधिनियम के तहत एक दांडिक अपराध है /, या यदि इस संबंध में

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कोई तथ्यपूर्ण संदेह है, तो प्रिन्सिपल मुख्य सतर्कता अधिकारी को सूचित करेगा और इसके अलावा अनुशासनात्मक कार्रवाई भी शुरू कर सकते हैं।

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

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

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

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

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

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

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

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

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

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यदि संविदा देने से पहले या निष्पादन के दौरान बोलीधारकने उपरोक्त या किसी (ओं) ठेकेदार / (ओं) न किया हैका उल्लंघन 2 अन्य रूप में धारा, जिससे उनकी विश्वसनीयता या साख पर सवाल पैदा हो तो, प्रिन्सिपल को हक है कि बोलीदाता को निविदा प्रक्रिया क (ओं) ठेकेदार / (ओं)े लिए अयोग्य घोषित करें या बीआरबीएनएमपीएल के प्रोक्योरमेंट मैनुअल के खंड) 6.5प्रतिबंध और ब्लैकलिस्टिंगके अनुसार (ई करें।कार्रवा

भाग - 4क्षति के लिए मुआवजा

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

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

भाग - 5पिछला उल्लंघन

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

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

भाग - 6सभी बोलीधारकों दारों के साथ समान व्यवहारउप ठेके / ठेकेदारों /

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

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

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

भाग - 7 उल्लंघनकर्ता बोलीधारक(ओं)उप ठेकेदार / (ओं)ठेकेदार / (ओं)) के खिलाफ आपराधिक मामला
यदि प्रिन्सिपल को किसी बोलीधारकदारउप ठेके / ठेकेदार / या उनके किसी कर्मचारी या प्रतिनिधि या किसी सहयोगी के किसी ऐसे आचरण का पता चलता है जो भ्रष्टाचार में सहायक हो सकता है या यदि प्रिन्सिपल को इस संबंध में तथ्य परक संदेह है, तो प्रिन्सिपल इसकी सूचना मुख्य सतर्कता अधिकारी को देगा ।

भाग - 8स्वतंत्र बाहरी मॉनीटर

आई ई एम का नामशास्त्री.आर.वी.श्री वी :

ई :मेल-sastryvvr@gmail.com

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

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

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

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

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

TENDER DOCUMENTS FOR SUPPLY OF COMPLETELY CLOSED METAL BODY TRUCKS /CONTAINERIZED TRUCKS FOR TRANSPORTATION OF HIGHLY SENSITIVE SECURITY MATERIALS ON RATE CONTRACT BASIS FOR THREE YEARS ON YEARLY RENEWABLE BASIS

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

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

(8) यदि मॉनीटर ने आइपीसी/पीसी अधिनियम के अधीन अपराध के तथ्यात्मक संदेह की रिपोर्ट बीआरबीएनएमपीएल के अध्यक्ष को प्रस्तुत किया है और बीआरबीएनएमपीएल के अध्यक्ष ने यथोचित समय के अंदर ऐसे अपराध के विरुद्ध प्रत्यक्ष कार्रवाई नहीं की है या मुख्य सतर्कता अधिकारी को इसकी सूचना नहीं दी है तो, मॉनीटर सीधे केन्द्रीय सतर्कता आयुक्त को भी यह सूचना दे सकता है।

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

भाग - 9संधि की अवधि

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

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

भाग - 10अन्य प्रावधान

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

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

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

TENDER DOCUMENTS FOR SUPPLY OF COMPLETELY CLOSED METAL BODY TRUCKS /CONTAINERIZED TRUCKS FOR TRANSPORTATION OF HIGHLY SENSITIVE SECURITY MATERIALS ON RATE CONTRACT BASIS FOR THREE YEARS ON YEARLY RENEWABLE BASIS

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

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

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

(प्रिन्सिपल के लिए और की ओर से) (बोलीधारक ठेकेदार/के लिए और की ओर से)

(कार्यालय मुहर)

(कार्यालय मुहर)

स्थान/ Place :

तिथि/ Date :

साक्षी/Witness 1:

साक्षी/Witness 1:

(नाम और पता / Name & Address)

(नाम और पता / Name & Address)

साक्षी/Witness 2 :

साक्षी/Witness 2 :

(नाम और पता / Name & Address)

(नाम और पता / Name & Address)

BHARATIYA RESERVE BANK NOTE MUDRAN (Pvt.) LIMITED*(Wholly owned subsidiary of Reserve Bank of India)*

RBNM P.O. Salboni, Dist. Midnapore (W), West Bengal, Pin Code 721132

TENDER DOCUMENTS FOR SUPPLY OF COMPLETELY CLOSED METAL BODY TRUCKS /CONTAINERIZED TRUCKS FOR TRANSPORTATION OF HIGHLY SENSITIVE SECURITY MATERIALS ON RATE CONTRACT BASIS FOR THREE YEARS ON YEARLY RENEWABLE BASIS

Check List for Tenderers**Please ensure that**

1	<p>The First sealed cover (Part I) should contain :-</p> <ol style="list-style-type: none"> All the pages of tender document duly sealed/signed. Signed copies of Section II - GIT & Section IV GCC Proforma of (Section X: Tender Form) is completely Filled & signed. Section VII-Compliance statement for Technical Specifications to be signed, stamped and submitted. Section VIII – Quality Control Requirements to be filled & signed. Documents in support of Qualification/Eligibility criteria (Section IX), Section XII: Questionnaire NEFT mandate form, Input Tax Credit Declaration to be duly, filled, signed, sealed & submitted. Enclose all Annexures from Annexure A to E & Annexures 1-7 as applicable. Copies of Professional Tax, GST, PAN No. etc. to be submitted. Price Indication in this Part-I is liable for rejection.
2	<p>The Second sealed cover should contain :-</p> <p>Price bid as per Section – XI, Price schedule to be submitted in a second sealed cover superscribed as TE-064/SAL/PUR/2020-21 dated 18/03/2021 , “Tender for SUPPLY OF COMPLETELY CLOSED METAL BODY TRUCKS /CONTAINERIZED TRUCKS FOR TRANSPORTATION OF HIGHLY SENSITIVE SECURITY MATERIALS ON RATE CONTRACT BASIS FOR THREE YEARS ON YEARLY RENEWABLE BASIS”</p>
3	<p>All the above-mentioned two sealed covers are put in a superscribed “Tender for SUPPLY OF COMPLETELY CLOSED METAL BODY TRUCKS /CONTAINERIZED TRUCKS FOR TRANSPORTATION OF HIGHLY SENSITIVE SECURITY MATERIALS ON RATE CONTRACT BASIS FOR THREE YEARS ON YEARLY RENEWABLE BASIS” against TE-064/SAL/PUR/2020-21 dated 18/03/2021 ,due on 20/04/2021 and submitted. (Note: <i>Tenderer should clearly mention their Name, Address and Contact Nos. on this Sealed Cover.</i>)</p>
4	<p>All Correspondences should be addressed to:</p> <p>The General Manager, Bharatiya Reserve Bank Note Mudran (P) Ltd, PO: RBNML, Salboni – 721 132 Dist.: Midnapore (West) West Bengal</p>

Authorized Signatories

Seal