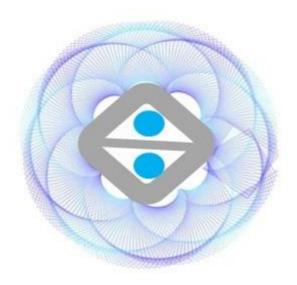
# BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED NATIONAL COMPETITIVE BIDDING



Tender No.015/MYS/VARNIKA-07/2022-23

dated 14.05.2022



Issued by:

# GENERAL MANAGER (PP) BHARATIYA RESERVE BANK NOTE MUDRAN (P) LTD.

(Wholly Owned subsidiary of Reserve Bank of India)

Note Mudran Nagar, Mysuru – 57003

Tel No: +91 - 821 - 2469079, 2469081

Fax No: +91 - 821- 2582099

EMAIL: <a href="mailto:kcsahu@brbnmpl.co.in">kcsahu@brbnmpl.co.in</a>; <a href="mailto:cvgiridhar@brbnmpl.co.in">cvgiridhar@brbnmpl.co.in</a>;

Website: www.brbnmpl.co.in

# **Standard Bidding Document (SBD)**

# BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED

(Wholly owned Subsidiary of Reserve Bank of India)
Note Mudran Nagar, Mysore 570003
Phone: 0821-2469079, 2469081

FAX: 0821- 2582099/2582955 Website: www.brbnmpl.co.in

Email: kcsahu@brbnmpl.co.in; cvgiridhar@brbnmpl.co.in

**Not Transferable** 

**Security Classification: Non-Security** 

Tender Document for Supply of Pigment Black 7 for VARNIKA at BRBNMPL, Mysuru

Tender No. 015/MYS/VARNIKA-07/2022-23 dated 14.05.2022

This tender document contains <u>63</u> pages The tender document is sold to:

M/s.			
Address _			

#### **Details of Contact person in BRBNMPL regarding this tender:**

Name: Shri K C Sahu

**Designation: Assistant General Manager (VARNIKA)** 

Address: BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED

(Wholly owned Subsidiary of Reserve Bank of India)

**Note Mudran Nagar, Mysore 570003** 

Telephone No. 0821-2469079, 2469081 FAX: 0821-2582955/2582099

Email: kcsahu@brbnmpl.co.in; cvgiridhar@brbnmpl.co.in

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### **SECTION I: NOTICE INVITING TENDER**

#### **National Competitive Bidding**

#### **Standard Bidding Document (SBD)**

Procurement of Goods

#### BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED

(Wholly owned Subsidiary of Reserve Bank of India) Note Mudran Nagar, Mysore 570003

Phone: 0821-2469079 FAX: 0821- 2582099/2582955 Website: www.brbnmpl.co.in

Email: kcsahu@brbnmpl.co.in; cvgiridhar@brbnmpl.co.in

**Not Transferable** 

Date: 14.05.2022

**Security Classification: Non-Security** 

#### Tender No. 015/MYS/VARNIKA-07/2022-23

1. A two-part tender is hereby invited from eligible and qualified tenderers for supply of following goods & services:

Schedule No			Earnest Money Deposit (in INR)	Remarks
1	Supply of Pigment Black 7	11,320 kg	78,000/-	(as per the Specifications mentioned in Section VII)

HSN Code: 28030010

<sup>\*</sup>After acceptance of pre-production sample, material to be supplied as per the delivery schedule given by Varnika, BRBNMPL, Mysore.

#### **SECTION I: NOTICE INVITING TENDER**

#### Information related to this tender:

Type of Tender (Two Bid / PQB / EOI / RC / Development / Indigenization / Disposal of Scrap / Security item etc.	Two Bid System  Part I – Techno commercial bid  Part II – Financial/Price bid
Date of Sale of tender documents	From 14.05.2022 to 14.06.2022 during office hours
Price of the Tender Document	Free of Cost
Closing date & time for receipt of tenders	15.06.2022 at 14:30 hrs.
Place of receipt of tenders	BRBNMPL, Mysore
Time and date of opening of tenders	15.06.2022 at 15:00 hrs.
Place of opening of tender	BRBNMPL, Mysore
Nominated person/Designation to Receive Bulky Tender(Clause 21.21.1 of GIT)	Shri K C Sahu, AGM (VARNIKA)

- 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. If requested, the tender documents will be mailed by registered post / speed post to the domestic tenderers for which extra expenditure per set will be Rs.500 for domestic post.
- 4. Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are dropped in the tender box located at the address given below on or before the closing date and time indicated in the Para 1 above, failing which the tenders will be treated as late and rejected.
- 5. 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.
- 6. Tenderer may also download the tender documents from the website and submit its bid by utilizing the downloaded document.

- 7. The tender documents are not transferable.
- 8. The eligible bidder shall be selected as per the eligibility criteria mentioned in Section IX of the tender and tender shall be finalized on **lowest L1 bidder** from eligible bidders as per section XI.
- 9. BRBNMPL reserves the right to cancel the tendering process / Reject all Bids / Retender 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.
- 10. 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:

Note: This tender falls under the category of procurement of items/services related to public safety, health, critical security operations and equipment, etc. The item under procurement is extensively customized and used for manufacturing sensitive material. Hence prior experience and prior turnover of the participating firms will be considered as per the qualifying criteria and no exemption in this regard will be provided.

The tenderers who are currently registered and shall continue to <u>remain registered</u> <u>during the tender validity period</u> 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 Startup 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 Startup, as the case may be).

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

Bidders are advised to refer the following for relaxations, exemptions and other conditions of Public Procurement Policy: -

**Annexure-1:** Salient Features of 'Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012'; Conditions for Micro and Small Enterprises (MSEs)

**Annexure-2:** Conditions for Start-Up Companies

**Annexure-3:** Salient Features of Revised 'Public Procurement (Preference to Make In India) Order, 2017'

**Annexure-4:** Procedure to be adopted when the Bidder qualifies as both MSE and Class-I Local Supplier

- 11. The eligible bidder shall be selected as per the eligibility criteria mentioned in Section IX of the tender & Tender shall be finalized on Lowest (L1) bidder from eligible bidders as per section XI.
- 12. The supplier who becomes L1, shall be initially asked to supply paid pre-production sample of 50 kg of material. Offered material will be checked for appropriate Light fastness, Chemical resistance, ease of dispersion, shade, stability, compatibility with vehicles and other additives that are required for production of Offset, Intaglio and Numbering inks used in bank note printing. If the pigment passes the acceptance criteria, supplier shall supply the remaining quantity. If the given sample fails, firm/s will be given one more chance to make improvements. Payment will be processed for the quantity of pigment consumed for testing and the supplier will have to replace the defective material at his own cost.
- 13. The bidder will not have any objection or reservation of such evaluation by the purchaser. The decision of the evaluation by the Purchaser would be final and binding on the bidder and the bidder has to accept the result of such evaluation without any objection/reservation.
- 14. The bidder shall be allowed to submit only one bid for a particular product and multiple bids are liable to be rejected.
- 15. Site Inspection: BRBNMPL reserves the right for site inspection for assessing the capacity and capability of the bidder.

#### 16. Parallel contracting:

- Contract will be split at L1 rates between L1 & L2 bidders in the ratio 70:30 for the item tendered.
- The lowest bidder L1 will be awarded 70% of the total contract value, as applicable or his spare supply capacity, whichever is lower.
- For the rest of the contract quantity, the lowest rate accepted will be counter
  offered to L2 party. On acceptance of the counter offer, order will be placed on
  L2 party for 30% of the proposed quantity / value, as applicable or the spare
  supply capacity of the L2 bidder, whichever is lower. In case of non-acceptance
  of counter offer by L2 party, similar offer shall be given to L3 and L4 and so on.
- After determining the maximum quantity (Max 70%) which can be supplied by the lowest bidder (L1), for the balance quantity being procured, the lowest rate accepted shall be counter offered to the second lowest bidder (L2). On acceptance of the counter offer, order will be placed on L2 party for remaining quantity / value or the spare supply capacity of the L2 bidder, whichever is

- lower, and so on for the other tenderers. In case of non-acceptance of counter offer by L2 party, similar offer shall be given to L3 and L4 and so on.
- In case other bidders (L2, L3, L4....) do not accept to offer at L1 price, Purchaser reserves the right to place full 100% order on L1 bidder.
- Purchaser also reserves the right to order only on L1 bidder as per the split clause mentioned above and not to order remaining quantity on L2, L3 and so on. Purchaser also reserves the right to order on one bidder if no subsequent bid is received from any bidder.

#### Parallel Contracting distribution in terms of 70:30

Description	70%	30%	Total Qty
Pigment Red 146	7,924 kg	3,396 kg	11,320 kg

17. The tenderers may quote for partial quantity but not less than 30% of the tendered quantity or else their offer will be summarily rejected.

Yours faithfully,

For & on behalf of BRBNMPL,

-sd-K C Sahu, AGM

#### <u>IMPORTANT INFORMATION FOR TENDERERS AT A GLANCE</u>

- 1. Part-I First sealed cover: Should contain the required EMD amount, technical Offer along with the specification, catalogue and brochure of the item (if any) along with the following annexures of this tender i.e., Section I to Section X and Section XII, XIV to Section XVII. All the above mentioned documents should be signed and stamped and to be submitted as Technical Bid as acceptance of the terms and conditions. This first sealed cover should be clearly super scribed with "Part I Technical Bid against Tender no: 015/MYS/VARNIKA-07/2022-23 dated 14.05.2022 For Supply of Pigment Black 7 as per Section VI: List of requirements. Price indication in the Technical Bid will be summarily rejected.
- 2. Part II -Second sealed cover Price Bid: 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 against Tender No: 015/MYS/VARNIKA-07/2022-23 dated 14.05.2022 For Supply of Pigment Black 7 as per Section VI: List of requirements.
- 3. The above mentioned two sealed covers should be put in another big cover, sealed and should be super scribed as 'Offer for Tender No. 015/MYS/VARNIKA-07/2022-23 dated 14.05.2022, for Supply of Pigment Black 7 for VARNIKA at BRBNMPL, Mysuru due date of opening 15.06.2022 and should be addressed to 'The General Manager (PP), VARNIKA, BRBNMPL, Note Mudran Nagar, Mysuru 570003.
- 4. Delivery Schedule & terms: As per section VI
- 5. Quantity: As per section VI
- **6. EMD**: The earnest money shall be furnished in one of the following forms:
  - a. Account Payee Demand Draft/ Banker's cheque from any scheduled commercial bank in India in favour of "Bharatiya Reserve Bank Note Mudran Private Limited", payable at Mysore.
  - b. Online Bank Transfer (Proof of online transfer should be submitted along with the tender papers) through NEFT/RTGS can be made at the following BRBNMPL account, maintained with Mysore Main Branch of State Bank of India: -

1. SBI A/c No.: 00000010562408040

2. IFSC: SBIN0003130

- c. Other Electronic Modes of Payment as per UPI id and QR code given below.
  - 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 Tender number, Name of company/firm and mobile number.

- 7. Liquidated damage: For any delay in supply of material beyond the stipulated delivery period, liquidated damages @ 0.5% for every week or part there of subject to a maximum of 10% of the total order value will be deducted from your bill amount at the time of settlement of the bill.
- 8. Warranty: As per GCC clause 16.
- 9. Security deposit / Performance Security:
  - a) 3% for domestic bidders of total contract value shall be retained as security deposit till date of completion of all contractual obligations including warranty period from successful supplier.
  - b) Alternately, successful supplier can submit bank guarantee of equal amount valid up to sixty days after the date of completion of all contractual obligations, including warranty period (please refer GCC clause 6 under section IV)
- **10. Payment**: As mentioned in section V.
- **11. Packing:** The packing should be supplied in the original packing of manufacturer and good enough to withstand any damage during transportation and material should reach in good condition till the destination as mentioned in Section VI.
- **12. Replacement of rejected Materials**: The material rejected against a supply must be replaced free of cost by the supplier, on receiving such information from BRBNMPL within 15 days.
- 13. The tenderer shall satisfy BRBNMPL that they are competent and authorized to submit tender and/or to enter into a legally binding contract with the BRBNMPL. To this effect, any person giving a tender shall render documentary evidence that his signature on the tender submitted by him is legally binding upon himself, his firm or company as the case may be.

- **14.** Parties who have been black listed /debarred by BRBNMPL or any PSU or any Government Departments are not eligible for submission of this tender.
- **15.** Performance of the bidder in executing the previous contracts/orders of BRBNMPL may be taken into account during technical evaluation. The bids of the tenderers who were unsuccessful in completing the previous orders of BRBNMPL without any valid reason are liable to be ignored /rejected.
- **16.** Amendments to tender if any, will be through website only.
- **17.** Copies of Certificates / Documents related to GST Registration, PAN and Professional Tax Registration Certificate etc. to be provided along with the Bid.
- **18.** No counter conditions shall be accepted.
- **19.** Bidders are advised to write the page number on each page of the Technical Bid documents submitted.
- **20.** Offers submitted not in line with the above guidelines shall be liable for rejection.
- **21.** Any further amendment/s, if any, shall be notified on the website of the company only. Interested applicants are requested to visit our website periodically to know any changes / amendments
- **22.** 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 at least 10 days prior to date of opening of the tender.

# **SECTION II: GENERAL INSTRUCTIONS TO TENDERERS (GIT)**

(To be downloaded from Company website and to be signed & stamped and submitted along with Techno-commercial Bid Part –I)

Download link: www.brbnmpl.co.in/downloads

#### **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.)

S No	GIT Clause No	Topic	SIT Provision
1	1 to 7	PREAMBLE-Introduction, Language of Tender, Eligible Tenderers, Eligible Goods and Services (Origin of Goods), Tendering Expense, Tender Documents, Amendments to Tender Documents.	No Change
2	8	Pre-bid conference	Not applicable to this tender
3	9 to 10	Time Limit for receiving request for clarification of Tender Documents, Documents comprising the tender.	BRBNMPL will respond in writing to any clarifications, provided the same is received by BRBNMPL not later than ten days prior to the prescribed date of submission of tender
4	11	Tender currencies	Bidders to quote in Indian Rupees (INR) only.
5	12 to 15	Tender prices, Indian Agent, Firm price, Alternative tenders	No Change
6	16	Documents Establishing tenderers eligibility and qualifications	No Change
7	17	Documents establishing goods conformity to tender document	No Change
8	18	Earnest Money Deposit (EMD)	No Change
9	19	Tender Validity (120 days in case of two-bid system after the date of tender opening prescribed in the tender document)	No Change

S No	GIT Clause No	Topic	SIT Provision
10	20	Signing and Sealing of Tender Note: The following SIT provision is made with respect the following clause 20.4. Number of Copies of Tenders to be submitted: One copy only (duplicate copy not required) 20.9: E procurement: Not permitted	No Change No of copies – 01 no.
11	21 to 23	Submission of Tenders, Late Tender, Alteration and Withdrawal of Tender	No Change
12	24	Opening of tenders	No Change
13	25	Basic principle	No Change
14	26 to 34	Preliminary Scrutiny of Tenders, Minor Infirmity / Irregularity / Non-Conformity, Discrepancy in Prices, Discrepancy between original and copies of Tender, Clarification of Bids, Qualification / Eligibility Criteria, Conversion of tender currencies to Indian Rupees, Schedule-wise Evaluation, Comparison on CIP Destination Basis.	No Change.
15	31	Qualification / Eligibility Criteria,	For "Class -I local supplier" and "Class -II local supplier" as per the GOI guidelines [refer Annexure-3] Note: 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.10 of Annexure-1 & Sl.No.7 of Annexure-2]

S No	GIT Clause No	Topic	SIT Provision
16	35 to 49	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders, Tenderer's capability to perform the contract, Tenderer's capability to perform the contract, Cartel Formation / Pool Rates, Negotiations, Contacting BRBNMPL, AWARD OF CONTRACT, Award Criteria, Variation of Quantities at the Time of Award, Parallel Contracts, Serious Misdemeanors, Notification of Award, Issue of Contract, Non- receipt of Performance Security and Contract by BRBNMPL, Return of EMD, Publication of Tender Result	No Change.
17	35.3	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders,	Price bid evaluation will be subject to purchase preference to MSE's and Class – I Local suppliers as per guidelines [Refer Annexure -1, Annexure -3 & Annexure-4]. Note: BRBNMPL reserves right to allocate the tender quantity amongst MSEs, Local suppliers and other L1 bidders on case to case basis within the provisions of Government guidelines.  Minimum local content: Equal to or more than 50% for "Class -I local supplier" and more than 20% but less than 50% for "Class -II local supplier".
18	42	Variation of quantities at the time of award	BRBNMPL reserves the right to increase or decrease the tendered quantity by 25 (Twenty-Five) per cent for ordering, if so warranted
19	43	Parallel Contracts	Applicable in the ratio of 70:30. Details as mentioned in page 7.
20	48	Return of EMD	No Change

S No	GIT Clause No	Topic	SIT Provision
21	50 to 55 except 52.3 Ter Pur Sar for Dev	Rate Contract Tenders, PQB Tenders, Tenders involving Purchaser's and Pre-Production Samples, EOI Tenders, Tenders for Disposal of Scrap, Development / Indigenization Tenders	No Change
22	52.3	Pre-production samples	Pre-production sample shall be supplied within 4 weeks of issue of PO.

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

#### **SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC)**

(To be downloaded from Company website and to be signed & stamped and submitted along with Techno-commercial Bid Part –I)

Download link: www.brbnmpl.co.in/downloads

# SECTION V: SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

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

S No	GCC Clause No	Topic	SCC Provision
1	1 to 4	Definitions; Interpretation and Abbreviations, Application, Use of contract documents and information, Patent Rights.	No Change
2	5	Country of Origin	No Change
3	6	Performance 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 three percent (03%) 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
4	7 to 10	Technical Specifications and Standards, Packing and Marking, Inspection and Quality Control, Terms of Delivery	No change
5	11	11.3 Shipping Arrangements for Foreign Contracts	11.3-Not Applicable
6	12 to 14	Insurance, Spare parts, Incidental Services	No Change
7	15	Distribution of Dispatch Documents for Clearance/ Receipt of Goods	15.3 – Not Applicable
8	16	Warranty	No Change (one year from the date of acceptance)
9	17 & 18	Assignment, sub contracts	No change

S No	GCC Clause No	Topic	SCC Provision
10	19	Modification of contract	Option clause applicable. Repeat order quantity is restricted to a maximum of 50% of last order quantity. In case of S.O/Contract if option clause (25%) has been availed of, total of both option and repeat order quantity will not exceed 50% of the originally ordered quantity.
11	20 & 21	Prices, Taxes and duties	No change
12	22	Terms and mode of payment	100% after receipt and acceptance by the purchaser and on submission of all required documents by the supplier.
13	23 to 32	Delay in the supplier's performance, Liquidated damages, Custody and Return of BRBNMPL's Materials/ Equipment/ Documents loaned to Contractor, Termination for default, Termination for insolvency, Force Majeure, Termination for convenience, Governing language, Notices, Code of Ethics,	No change
14	33	Resolution of disputes	Arbitration proceedings will be held at Mysuru and venue of arbitration will be Mysuru
15	34-35	Applicable Law, Secrecy,	No change
16	36	Disposal / Sale of Scrap by Tender	Not applicable to this tender

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

#### **SECTION VI: LIST OF REQUIREMENTS**

Schedule No			Earnest Money Deposit (in INR)	Remarks
1	Supply Of Pigment Black 7	11,320 kg	78,000/-	(as per the Specifications mentioned in Section VII)

<sup>\*</sup>No pricing details shall be disclosed or hinted upon in any manner in this section.

- Successful bidders shall be initially asked to supply paid pre-production sample of 50 kg of the material to VARNIKA, BRBNMPL, Mysuru within 04 weeks from the date of placing purchase order. If the pigment passes the acceptance criteria, supplier shall supply the remaining quantity within 9 months in staggered manner as per delivery schedule intimated by BRBNMPL. If the given sample fails, firm/s will be given one more chance to make improvements. Payment will be processed for the quantity of pigment consumed for testing and the supplier will have to replace the defective material at his own cost. However, delivery of complete quantity to be completed as per the delivery schedule given by BRBNMPL.
- 2) Regular delivery to be made after approval of the pre-production sample only.

Delivery of Pigment Black 7 must be as per the specification and scope of work given in schedule VII and price bid should be as per Schedule XI.

#### Address:

GENERAL MANAGER (PP)
BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED VARNIKA
(Wholly owned Subsidiary of Reserve Bank of India)
Note Mudran Nagar, Mysuru - 570 003

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

#### **SECTION VII: TECHNICAL SPECIFICATIONS**

Tender No. 015/MYS/VARNIKA-07/2022-23

dated 14.05.2022

#### A. SPECIFICATIONS FOR PIGMENT BLACK 7:

An easier-dispersing Pigment Black 7 powder with precisely controlled particle size distribution is required for manufacturing of high quality Offset, intaglio security ink. This ink will be used for printing of banknotes on 100% cotton rag substrate. Printing of banknote is carried out in high speed printing machines having a speed of 10000 to 12000 sheets per hour. Under these conditions printing has to be carried out without any major printing issues like – misting, filling, transfer issues, wipability of ink etc.

Pigme	ent Black 7	
1	Chemical Class	Carbon Black
2	Colour Index Name	Pigment Black 7
3	Form	Fine Powder
4	Light Fastness (When 7 days" air dried print is subjected to Xenotest)	Minimum 7 in the blue wool scale of 1 to 8
5	Chemical resistance	≥4 (in the scale of 1-5)
6	Glow in UV light	Should not glow in UV light
7	Particle Size/Fineness of Grind	<5 microns on Hegmann Guage
8	Oil absorption, g/100 gms of the pigment	40 ± 5
9	Heat Stability	Stable at 150 ± 2°C for 30 minutes and strength should not be reduced more than 5%.
10	Admissible % of iron particles	It should not exceed 0.05%
11	Application	It will be used for making high quality printing ink.
12	Shade , strength, opacity, transparency	As per standard material kept with us ± 5% of standard (Higher colour strength is also acceptable)

- The Supplier has to furnish a test certificate for conformity as per the above specifications (for each parameter) while making the supplies of material every time. However, purchaser reserves the right to carry the critical tests of any of the specified parameters on receipt of the material in BRBNMPL.
- Apart from the conformity on the above parameters, the sample should pass all the functional requirements/tests. For example, manufacturing of ink, quality control of ink samples including stability of ink during retention, press performance of ink, physical and chemical resistance tests especially for rub resistance, laundry test, circulation and simulation, crumpling test etc.
- 3. Performance of the sample should be stable during the entire process of ink manufacturing, printing and all quality control requirements.

4. The decision of the evaluation by the Purchaser would be final and binding on the bidder and the bidder has to accept the result of such evaluation without any objection/reservation.

#### B. PERFORMANCE ON THE INK MANUFACTURING MACHINES

#### **General Operational Requirements: - Offered Pigment shall**

- (i) Work efficiently on High Torque Mixers and Triple Roll Milling machines, under normal operating conditions.
- (ii) The offered pigment shall wet uniformly during premixing with medium.
- (iii) The offered pigment (premix of 30% pigment with oleoresinous varnish) shall grind/disperse on triple roll mill (Max set temp 35°C) in two passes with the tolerance of additional one pass.
- (iv) Have good compatibility with varnish, extenders, other pigments, solvents, waxes etc. used in manufacturing of Banknote printing inks.
- (v) Be such that the inks manufactured from the offered pigment are non-corrosive to printing plates.
- (vi) **Shelf life:** The offered Pigment should have shelf life of up to 3 years.

#### C. PERFORMANCE ON THE PRINTING MACHINES & POST PRINTING

#### **General Operational Requirements: - Offered Pigment should be such that**

- (i) Ink prepared by using this pigment should not show any abnormal behavior while running on Offset, intaglio and numbering printing machines.
- (ii) Ink should be stable during the retention period i.e. minimum 2 years.

# D. LABORATORY TEST FOR PHYSICAL AND CHEMICAL RESISTANCE PROPERTIES OF THE PRINTED SHEET/DRAWDOWN.

The printed sheet/drawdown by using the high security offset, intaglio and numbering ink where this pigment has been used shall conform to all the tests mentioned below. These tests are carried out to confirm the durability, physical and chemical resistance of inks.

#### PHYSICAL RESISTANCE:

# Crumpling Resistance: -

**Test Method:** Resistance to crumpling is evaluated by means of the Crumpling Test Apparatus. 6x6 cm. cut of print is rolled up on itself, printed face inside, then introduced into the apparatus, and the lever is fully pressed. The print is then withdrawn, unfolded, and the operation is repeated three times, each time rotating the print by 90°. The procedure is then repeated analogously by rolling the printed face outside. Afterwards, the print is unrolled, flattened and compared with the standard scale. The print is examined by means of a magnifying glass for splitting of the ink film and for staining of blank areas.

Acceptable Rating should be within 1 to 3 on the scale of 1-4 evaluated on crumpling test apparatus, where 1 indicates 'Excellent' where no damage and transfer of ink, 2 indicates slight damage and transfer (15%), 3 indicate damage and transfer (30%) and 4 indicates 'Insufficient' considerable damage and transfer (more than 30%). The rating will be based on visual comparison of un-crumpled print taking into account (i) the damage to the colour of the print (ii) ink transfer on un-printed areas.

#### **Rub Resistance: -**

**Test Method:** A print is subjected to the rub resistance test by means of the Rub Test Apparatus. The print is rubbed against a sheet of the equivalent blank paper. Acceptable rating should be within 1-3 on the scale of 1-4 evaluated on Rub Tester, where 1 indicates 'Excellent' (no damage or transfer of ink), 2 indicates slight damage and transfer (15%), 3 indicates damage and transfer (30%) and 4 indicates 'Insufficient' i.e. considerable damage and transfer. The rating will be based on visual comparison of un-tested and tested print and transfer to the paper, used for rubbing against.

**LIGHT FASTNESS:** The offered Pigment shall be such that the final ink should have light fastness more than 6.

**CHEMICAL RESISTANCE:** The offered Pigment shall be such that the ink manufactured should be resistant to acid, alkali, solvents and other reagents like industrial laundry solutions etc. (given below) as required for security inks for banknotes. The chemical resistance should not be less than 4 in the scale of 1 to 5, where 1 indicates total colour disappearance (in addition fluorescent disappearance) in the case of fluorescent inks and 5 indicates no colour change to the print.

#### **Chemical Resistance Properties of Dried Print: -**

**Test Method:** The chemical resistance test will be conducted on the prints on cotton paper, dried naturally for seven days. The prints will be treated in various chemicals for time and temperature indicated below. The print is then withdrawn rinsed and placed under a filter paper between two glass plates under a weight of 1 Kg. until both print and filter paper are completely dry.

Class	Reagent	Concentr ation	Temperat ure° C	Exposing Time (minutes)	Result (Minimum)
	Ethyl Alcohol	95%	25	30	4
	Ethyl acetate	PURE	25	30	4
	Acetone	PURE	25	5	4
Solvents	Trichloro ethylene	PURE	25	30	4
	Perchloro ethylene	PURE	25	30	4
	Xylene	PURE	25	30	4
	Acetic Acid	20%	25	30	4
Acids	Sulphuric acid	2%	25	30	4
	Hydrochloric Acid	5%	25	30	4
Soap	Soap Solution	10%	85	30	4
Bleach	Sodium Hypochlorite (8.5 %)	20%	25	20	4

Ratings are based on visual comparison of the appearance of treated print with an untreated print taking into account (i) the ink transfer on filter paper kept in contact, while drying and (ii) bleed in the chemicals where,

- 5 indicates no visible damage to colour and glitter, no transfer, no bleeding of ink prints (less than 5%),
- 4 indicates slight change in the colour and glitter (5-25%),
- 3 indicates minor change in the colour and glitter (25-50%),
- 2 Indicates significant change in colour, glitter transfer bleeding (50-95%)

1 indicates colour disappearance (less than 5% remaining).

- **E. Environmental Aspect**: The Pigment sample should not contain any heavy metal like Lead, Chromium, Nickel, Cadmium in any form or organic agents such as polychlorinated biphenyls etc. The sample should be free from any toxic solvents, toxic organic chemicals, cyanides, chlorinated solvents, mono-glycol ethers etc. The bidder should provide the Material Safety Data Sheet pertaining to the product.
- **F. Quality Certificate:** Each lot supplied should have Quality Control Certificate giving details of parameter tested. Purchaser reserves the right to verify the quality control parameters submitted by the bidder/s and to reject the supply in case of incomplete/wrong details in the certificates.
- **G. Tender Stipulations:** Bidder firm should provide Material Safety Data Sheets (MSDS) of the offered product. Each lot supplied should have Quality Control Certificate giving details of parameters tested. Prospective bidders shall comply with the feature specifications and submit a "Specification Compliance Certificate" with their Technical Bid along with the test certificates.
- **H. Health and safety requirements:** The ink manufactured with the offered Pigment shall meet the standards of health and safety regulations prescribed by the appropriate Indian/Global agencies and the bidder/s shall submit a certificate to this effect. The ink while in continuous use on machines either shall not pose any health hazards to the personnel to their eyes or skin or to any internal organs or to the functions of the body in any way and the bidder shall submit a certificate to this effect. The ink shall not emit any volatile or odour, which would be harmful to health of the employee while working on machines and the manufacturer shall submit a certificate to this effect. The bidder shall indicate the shelf life and storing conditions.

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

# <u>COMPLIANCE STATEMENT FOR Supply of Pigment Black 7 for VARNIKA at BRBNMPL, Mysuru</u>

Against Tender no. 015/MYS/VARNIKA-07/2022-23 dated 14.05.2022 We will supply the material strictly as per specifications and compliance statement given below.

PART-A: COMPLIANCE STATEMENT - COMMERCIAL

S No	Features	Requirements of BRBNMPL, Terms & Conditions	Whether agreed by the firm (yes/no)	Remarks
1	General specifications	Items should be supplied exactly as per the given specifications mentioned in Section VII of the tender and have enclosed catalogue/brochure of the offered item.	Yes Agreed	
2	Quantity	We understand that the requirement of quantity mentioned in the tender is only indicative and BRBNMPL reserves the right to increase or decrease the quantity depending upon their actual requirement	Yes Agreed	
3	Replacement of Rejection of materials	In case of rejection of material supplier shall replace the rejected material within 15 days on his cost	Yes Agreed	
4	Delivery	As per section -VI	Yes Agreed	
5	Payment terms	Payment terms as mentioned in the tender	Yes Agreed	
6	Liquidated Damage	Liquidated Damage clause as mentioned in tender	Yes Agreed	
7	Performance Security	As mentioned in clause No.6 of GCC	Yes Agreed	
8	Tender terms& conditions	We have gone through entire tender document thoroughly including GIT (Section II), GCC (Section IV) and confirm that we don't have counter conditions. We also understand that offer with counter conditions is liable for rejection.	Yes Agreed	
9	No. of pages	Total number of pages in Technical Bid		

We	(name of company) confirm that the product offered is
as per the specification of BRBI	NMPL requirement and enclose herewith the
catalogue/brochure of the item	offered and also we confirm to accept scope of work
mentioned above.	

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

#### **SECTION VIII: QUALITY CONTROL REQUIREMENTS**

Material supplied by the successful bidder (as mentioned in section VI) will be checked for the specifications as mentioned in the section VII and for its suitability. The submitted pigment will be used for ink preparation and its dosage will be verified, shade, intensity will be verified, suitability for printing & bank note compliance parameters such as Light fastness, Chemical resistance, ease of dispersion, shade, stability, compatibility with vehicles and other additives that are required for production of Offset, Intaglio and Numbering inks will be checked. If the given sample fails, firm/s will be given one more chance to make improvements. Payment will be processed for the quantity of pigment consumed for testing and the supplier will have to replace the defective material at his own cost. The bidder will not have any objection or reservation of such evaluation by the purchaser. The decision of the evaluation by the Purchaser would be final and binding on the bidder and the bidder has to accept the result of such evaluation without any objection/reservation.

Supplier should ensure that the quality of raw material supplied should be as per approved pre-production sample.

#### SECTION IX: QUALIFICATION/ELIGIBILITY CRITERIA

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

#### I. Experience & Past Performance

a) Bidder Firm should have manufactured and supplied in any one year during the last five years, ending 31<sup>st</sup> March 2022, at least 3,396 kg of Pigment Black 7 or similar pigments for manufacturing banknote printing ink.

Note: 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.10 of Annexure-1 & Sl.No.7 of Annexure-2]. Hence, no relaxation will be given on prior experience to MSE's and Startups.

b) Copy of authorization letter / distributor / dealer certificate to be submitted along with the techno-commercial bid (if any).

Note: Photo copies of Purchase Orders/Invoice 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. Capability

The Bidder firm must have an annual capacity to manufacture and supply at least **3,396 kg** of Pigment Black 7 or similar pigments for manufacturing banknote printing ink. Please provide a statement confirming the above on your letter head.

#### III. Financial Standings

- 1. Average annual turnover of the bidder firm during last three years should be more than INR **11,58,104** for the year ending 31<sup>st</sup> Mar 2021.
- 2. 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 on 31<sup>st</sup> March 2021.

Note: 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.10 of Annexure-1 & Sl.No.7 of Annexure-2]. Hence, no relaxation will be given on prior turnover to MSE's and Startups.

 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 should be verified from the parties for whom work has been done.

<u>Note:</u> For the purpose of financial analysis of Turnover and Net worth: 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 way of bank guarantee to cover the obligations of the bidder under the tender in case of any default. 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 providing such ownership.

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.

However, the bidder is required to qualify in all other criteria like experience, past performance and capacity/capability as specified in the tender.

Bidders shall submit the formats of Performance Bank Guarantee issued on behalf of holding company and undertaking to provide financial support which are to be obtained from the Holding/ parent Company are enclosed as Annexure -6 & Annexure -7.

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

#### V. Statement of Financial Standing:

Following documents are required to be submitted by all bidders along with the bid as part of 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 year 2018-19, 2019-20 & 2020-21 along with copy of Acknowledgement.
- c) Further, it is clarified that Medium, Small and Micro Enterprises (MSME), having a turnover up to Rs.5 crore, are not required to submit their audited books of accounts applicable from the AY 2021-22 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.

- **VI.** Bids of bidders quoting as authorized dealer/distributor/representative of a principal manufacturer /OEM, except in case of Commercially-Off-the-Shelf (COTS) items, will be considered as qualified, provided:
  - (i) Their principal manufacturer/OEM meets all the criteria above without exemption.
  - (ii) The principal manufacturer/OEM furnishes a legally enforceable tender-specific authorization in the prescribed form (Section XIV of tender document) 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 authorization should be signed by a person competent and having the power of attorney to legally bind the manufacturer;
  - (iii) The Bidder himself should have been associated, as authorized 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 31.03.2022.
  - (iv) Either the principal manufacturer/OEM or its authorized dealer/distributor/representative can bid but both cannot bid simultaneously in the same tender.
  - (v) One principal manufacturer/OEM can authorize only dealer/ one distributor/representative for a particular tender. Similarly, one authorized dealer/distributor/representative can represent only one principal manufacturer/OEM in a particular tender.
  - (vi) For commercially off the shelf (COTS) items with clear and standard specifications, a valid dealership certificate will have to be submitted.

VII. For existing successful past suppliers: In case the bidder who is a successful past supplier of BRBNMPL of the goods 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.

#### VIII. General

- 1. Original Manufacturer may submit their offer through their authorized distributor/dealer (copy of authorization certificate to be enclosed).
- 2. The tenderer shall enclose a declaration that they have not been blacklisted / debarred by BRBNMPL/Government of India in the past 5 years & confidentiality statement duly signed and stamped as per Annexure-B.
- 3. Bidder should attach the GST registration certificate & PAN copies along with GST supplier's details as per Annexure-C.
- 4. NEFT Mandate form as per Annexure-D.
- 5. The firm should confirm that they are competent and legally authorized to submit the tender and / or to enter into legally binding contract.

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

We	(name of the company) have submitted the
	of the eligibility criteria mentioned above.
Authorized Signature with Stam	n
Date:	Υ
(To be signed & stamped and	submitted along with Techno-commercial Bid Part –I)
,	<b>,</b>

#### **SECTION X: TENDER FORM**

Date
o General Manager (PP) SHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED
ARNIKA  Wholly owned Subsidiary of Reserve Bank of India)  Iote Mudran Nagar,  Iysore 570003
Ref: Your Tender No. 015/MYS/VARNIKA-07/2022-23 dated 14.05.2022
Ve, the undersigned have examined the above mentioned tender enquiry document, including mendment No, dated
our tender is accepted, we undertake to supply the goods and perform the services as nentioned 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 ecurity of required amount in an acceptable form in terms of GCC clause 6, read with nodification, if any, in Section V — "Special Conditions of Contract", for due performance of the contract.
Ve agree to keep our tender valid for acceptance for a period up to as required in the GIT lause 19, read with modification, if any in Section-III — "Special Instructions to Tenderers" or or subsequently extended period, if any, agreed to by us. We also accordingly confirm to bide by this tender up to the aforesaid period and this tender may be accepted any time efore the expiry of the aforesaid period. We further confirm that, until a formal contract is xecuted, this tender read with your written acceptance thereof within the aforesaid period hall constitute a binding contract between us.
We further understand that you are not bound to accept the lowest or any tender you may eceive against your above-referred tender enquiry.
Pated this day of For & on behalf of
Signature with date)
Name and designation) Ouly authorized to sign tender for and on behalf of

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Sign and Stamp

#### **SECTION XI: PRICE SCHEDULE**

S No	Item Description	Total Price, INR
1	Pigment Black 7 (Mention Price for 01 kg i.e., Basic Price including packing & Forwarding)	
2	GST @	
3	Total price (Sum of SI no 1 to 2) – For 01 kg	
4	Total Quantity Offered	11,320 Kg
5	Freight, Insurance charges, if any for 11,320 kg including GST	
6	Total price on FOR (Destination) basis (Multiplication of SI. No 3*SI. No 4) + SI no 5 (Including un-loading & stacking in warehouse)	

Amount in words:		
INR	 	 

#### Note:

- 1. Price in Sl.No.6 only will be considered for L1 determination.
- 2. Price with counter condition(s) shall be liable for rejection.
- 3. Price should be quoted as per the above formats.
- 4. Prices should be all inclusive.
- 5. Conditional discount/rebate etc., shall not be considered. In case, discount is offered that should be adjusted in the price and net price should be quoted.
- 6. Multiple rates for single item, unless notified in the tender will not accepted and would lead to rejection of offer.
- 7. If variation is found in total price & basic price, basic price shall prevail and the total price corrected accordingly. If there is discrepancy in words and figures, the amount in words shall prevail.

Signature of Supplier Name of the Firm:

Date: Place:

We confirm that there would not be any price escalation during the supply period. We also confirm that we will abide by all the tender terms and conditions bearing no. 0015/MYS/VARNIKA-07/2022-23 dated 14.05.2022 for supply of Pigment Black 7 as listed in NIT and Section VI: List of requirements for VARNIKA at BRBNMPL, Mysuru and we do not have any counter conditions.

Authorized signatory with name and date

Office Seal/Stamp

#### **SECTION XII: QUESTIONNAIRE**

Reference: Your Tender No.: 015/MYS/VARNIKA-07/2022-23 dated 14.05.2022

The Tenderer should furnish specific answers to all the questions / issues mentioned below. In case a question / issue does 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.

Α	COMPANY PROFILE	
01	Brief description and of goods and services offered	
02	Name and address of the firm Telephone No. E-mail:	
03	Name and designation of the person who has been authorized to sign the tender documents on behalf of the bidder firm:  Contact Telephone number: Mobile No. E-mail:	
04	Nature of the Firm: (Proprietorship/ Partnership/Ltd. Company/Co- op. Society)	
05	Offer is valid for acceptance up to (days)	120 days from the date of tender opening.
06	Your GSTIN (Copy of registration to be enclosed)	

07	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)			
08	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			
09	Status: MSE's-2012 /Class-I local supplier MII-2017 a) 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 Organization (CPO)?			
with date	(Authorized Signatory of the bidder firm			
Name of	Authorized signatory:			
Designa	tion:			
Address:				
•	horized to sign tender for and on behalf of Ma	's		
Stamp o	f the tendering firm			

# **SECTION XIII: BANK GUARANTEE FORM FOR EMD**

(PM/SBD/003)

Not Applicable for this tender

# SECTION XIV: MANUFACTURERS AUTHORIZATION FORM

(PM/SBD/004)

То
(Name and address of BRBNMPL)
Dear Sirs,
Ref. Your Tender document No dated
We,
and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above goods manufactured by us.
We further confirm that no supplier or firm or individual other than Messrs. (name and address of the above agent) is authorized to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above goods manufactured by us.
We also hereby extend our full warranty, as applicable as per clause 16 of the General Conditions of Contract read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this tender document.
Yours faithfully,
[Signature with date, name and designation]
For and on behalf of Messrs
(Name & address of the manufacturers]  Note: This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer

# SECTION XV: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

## (PM/SBD/005)

	[Insert Bank's Name, and Address of Issuing
Branch or Office)	
Beneficiary	[Insert Name and Address of BRBNMPL] Date:
Performance Guarantee No	
• • • • • •	(name and r called "the supplier") has undertaken, in pursuance of to supply (description of goods and services)
you with a bank guarantee by a sch specified therein as security for comp AND WHEREAS we have agreed to NOW THEREFORE we hereby affirm of the supplier, up to a total of we undertake to pay you, upon your funder the contract and without cavil of guarantee) as aforesaid, without your demand or the sum specified the We hereby waive the necessity of your presenting us with the demand. We modification of the terms of the contradocuments which may be made bet from any liability under this guarantee addition or modification.  We undertake to pay BRBNMPL updemand, without BRBNMPL having the This guarantee will remain in force of the specified the second	your demanding me said debt from the supplier before e further agree that no change or addition to or other ract to be performed thereunder or of any of the contract tween you and the supplier shall in any way release us tee and we hereby waive notice of any such change, p to the above amount upon receipt of its first written to substantiate its demand. For a period of sixty days after the date of all contractual g the warranty obligations and any demand in respect
(Signature of the authorized officer o	f the Bank)
Name and designation of the officer	
Seal, name & address of the Bank a	nd address of the Branch
Name and designation of the officer	
Seal, name & address of the Bank a	nd address of the Branch

# **SECTION XVI: CONTRACT FORM**

# (PM/SBD/006)

(Address of BRBNMPL's office issuing the contract)

This is in continuation to this office' Notification of Award No				
2. BRBNMPL's Tender document No				
Amendment No				
No				
documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as part of this contract:  i. General Conditions of Contract; ii. Special Conditions of Contract; iii. List of Requirements; iv. Technical Specifications; v. Quality Control Requirements; vi. Tender Form furnished by the supplier;				
<ul> <li>ii. Special Conditions of Contract;</li> <li>iii. List of Requirements;</li> <li>iv. Technical Specifications;</li> <li>v. Quality Control Requirements;</li> <li>vi. Tender Form furnished by the supplier;</li> </ul>				
viii. Manufacturers' Authorization Form (if applicable for this tender); ix. BRBNMPL's Notification of Award				
Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under Section - V - 'General Conditions of Contract' of BRBNMPL's Tender document shall also apply to this contract.				
5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:				
(i)Brief particulars of the goods and services which shall be supplied / provided by the supplier are as under:				
Schedule Brief Accounting Quantity to Unit Price (In Total price				
No. description unit be supplied Rs.				
of goods /				
services				

Any other additional services (if applicable) and cost thereof: (In words) Total value (in figure) (ii) Delivery schedule (iii) Details of Performance Security (iv) Quality Control (a) Mode(s), stage(s) and place(s) of conducting inspections and tests. (b) Designation and address of BRBNMPL's inspecting officer (v) Destination and dispatch instructions (vi) Consignee, including port consignee, if any (vii) Warranty clause (viii) Payment terms (ix) Paying authority (Signature, name and address of BRBNMPL's authorized official) For and on behalf of Received and accepted this contract (Signature, name and address of the supplier's executive duly authorized to sign on behalf of the supplier) For and on behalf of (Name and address of the supplier) (Seal of the supplier) Date: Place:

Tender No. 015/MYS/VARNIKA-07/2022-23 dated 14.05.2022 for Supply of Pigment Black 7

for VARNIKA at BRBNMPL, Mysuru for VARNIKA at BRBNMPL, Mysuru

## SECTION XVII: LETTER OF AUTHORITY FOR ATTENDING A BID OPENING

# (PM/SBD/006)

The General Manager		
Unit Address		
Subject: Authorization for attending bid ope of	_	
Following persons are hereby authorized to above on behalf of preference given below:		
Order of Preference	Name	specimen Signatures
I.		
II.		
Alternate Representative		
Signature of Bidder or Officer authorized to sign the bid Documents on behalf of the bidder		
Note:		
1. Maximum of two representatives will where it is restricted to one, first preference permitted when regular representatives are	will be allowed	ed. Alternate representative will be
2. Permission for entry to the hall wher authorization as prescribed above is not pro		ened may be refused in case
Signature of Supplier		Name of the Firm:
Date:		Place:

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Sign and Stamp

Tender No. 015/ for VARNIKA at	MYS/VARNIKA-07/2022-23 dated 14.05.2022 for Supply of Pigment Black 7 BRBNMPL, Mysuru for VARNIKA at BRBNMPL, Mysuru	7
	Section XVIII, XIX, XX Not Applicable for this tender.	
Sign and Stamp	Page 41	

**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 Authorized 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 ( <b>Please</b> tick)
a.	2018-19					
b.	2019-20					
C.	2020-21					

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

(during last five years ending 31.03.2022) (or any other year ending followed in relevant country).

SI. No	Description of Work	Client Address	P.O. No. and date	Quantity	Period of Contract (From – To date)	Date of Completion	Quantity of Contract Completed
1							
2							
3							

### Note:

- (i) Experience copies as per qualification criteria of section IX to be enclosed.
- (ii) Orders completed earlier than the period indicated in Bid Evaluation Criteria need not be indicated here.
- (iii) List of Purchase Orders, not as per qualifying criteria indicated in Bid Evaluation Criteria need not be indicated here.
- (iv) Non-submission or incomplete submission of documents may lead to rejection of offer.
- 3. I/We 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) 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)
- e) Filled in Section VII: Compliance statement Technical.
- f) Filled in Section VII: Compliance statement Commercial.
- g) Filled in Section XII: Questionnaire.
- h) 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) Authorized Dealer/Distributor/Representative of a Principal Manufacturer (applicable only if bidder is not a Principal Manufacturer/OEM).

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

(Authorized 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	
This is to inform that we, M/s	(date) in the past
[Please strikeout whichever statement is not applicable]	
Date:	
(Authorized Signatory of the bidder firm with date)	
Name of Authorized Signatory:	
Designation:	

### Annexure-B..... contd

### **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.

Date:	
(Authorized Signatory of the bidde	∍r
Name of Authorized Signatory:	
Designation:	
(Sea	al)

### **Annexure-C**

# **GST Registration details**

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  PARTY TYPE  PARTY TYPE  IS A e COMMERCE OPERATOR (YES / NO)  ITEM DESCRIPTION  ITEM DESCRIPTION  1.  2.	GSTIN / UIN		
(as per PAN / Legal Name of Business)  TRADE NAME (as per GST certificate)  ADDRESS  STATE  COUNTRY  PINCODE  Constitution of Business  REGULAR COMPOSITION CONSUMER UNREGISTERED  PARTY TYPE  DEEMED EXPORT SEZ NOT APPLICABLE (N.A)  IS A e COMMERCE OPERATOR (YES / NO)  ITEM DESCRIPTION  HSN / SAC CODE  SGST / CGST / GST / GS	PAN		
ADDRESS  STATE  COUNTRY  PINCODE  Constitution of Business  Taxpayer Type  PARTY TYPE  PARTY TYPE  IS A e COMMERCE OPERATOR (YES / NO)  ITEM DESCRIPTION  T.  ADDRESS  REGULAR COMPOSITION CONSUMER UNREGISTERED  DEEMED EXPORT SEZ NOT APPLICABLE (N.A)  YES / NO  TIEM DESCRIPTION  HSN / SAC CODE  SGST / CGST / GST	(as per PAN / Legal Name of		
STATE  COUNTRY  PINCODE  Constitution of Business  REGULAR COMPOSITION CONSUMER UNREGISTERED  PARTY TYPE  DEEMED EXPORT SEZ NOT APPLICABLE (N.A)  IS A e COMMERCE OPERATOR (YES / NO)  ITEM DESCRIPTION  HSN / SAC CODE  RATE OF GST %  RATE OF GST %			
STATE  COUNTRY  PINCODE  Constitution of Business  REGULAR COMPOSITION CONSUMER UNREGISTERED  PARTY TYPE  DEEMED EXPORT SEZ NOT APPLICABLE (N.A)  IS A e COMMERCE OPERATOR (YES / NO)  ITEM DESCRIPTION  HSN / SAC CODE  RATE OF GST %  RATE OF GST %			
COUNTRY  PINCODE  Constitution of Business  REGULAR COMPOSITION CONSUMER UNREGISTERED  DEEMED EXPORT SEZ NOT APPLICABLE (N.A)  IS A e COMMERCE OPERATOR (YES / NO)  ITEM DESCRIPTION  HSN / SAC CODE  RATE OF GST %  1.	ADDRESS		
PINCODE  Constitution of Business  REGULAR COMPOSITION CONSUMER UNREGISTERED  DEEMED EXPORT SEZ NOT APPLICABLE (N.A)  IS A e COMMERCE OPERATOR (YES / NO)  ITEM DESCRIPTION  HSN / SAC CODE  RATE OF GST %  1.	STATE		
Constitution of Business  REGULAR COMPOSITION CONSUMER UNREGISTERED  DEEMED EXPORT SEZ NOT APPLICABLE (N.A)  IS A e COMMERCE OPERATOR (YES / NO)  ITEM DESCRIPTION  HSN / SAC CODE  SGST / CGST / RATE OF GST %  1.	COUNTRY		
Taxpayer Type  REGULAR COMPOSITION CONSUMER UNREGISTERED  DEEMED EXPORT SEZ NOT APPLICABLE (N.A)  IS A e COMMERCE OPERATOR (YES / NO)  ITEM DESCRIPTION  HSN / SAC CODE  SGST / CGST / IGST / UTGST RATE OF GST %  1.	PINCODE		
Taxpayer Type  COMPOSITION CONSUMER UNREGISTERED  DEEMED EXPORT SEZ NOT APPLICABLE (N.A)  IS A e COMMERCE OPERATOR (YES / NO)  ITEM DESCRIPTION  HSN / SAC CODE  SGST / CGST / GST /	Constitution of Business		
PARTY TYPE  SEZ NOT APPLICABLE (N.A)  IS A e COMMERCE OPERATOR (YES / NO)  ITEM DESCRIPTION  HSN / SAC CODE  SGST / CGST / IGST / UTGST  RATE OF GST %  1.	Taxpayer Type	COMPOSITION CONSUMER	
(YES / NO)    TEM DESCRIPTION   HSN / SAC   SGST / CGST / GST %	PARTY TYPE	SEZ	
1. CODE IGST / UTGST GST %		YES / NO	
	ITEM DESCRIPTION		
2.	1.		
	2.		

(Authorized Signatory of the bidder firm with date)

(Seal)

Sign and Stamp Page 46

### **Annexure-D**

Form No. E-5 Appendix – VIII

## **NATIONAL ELECTRONIC FUND TRANSFER (NEFT)**

### **Model Mandate Form**

(Investor / customer's option to receive payments through Credit Clearing Mechanism)

Name of the Scheme and the periodicity of payment

No.

1	Inve	stor / Customer's Name	
2	Part	iculars of Bank account	
	Α	Name of the Bank	
	В	Name of the branch	
		Address	
		Telephone No	
		WhetherBankbranchisNEFTenabled	
	С	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)	
	Е	Ledger and Ledger Folio number	
	F	Account number (as appearing on the Cheque book)	
	G	RTGS / IFSC Code No.	
3	Date	e of effect	
tra in in	ansac forma vitatio	tion is delayed or not effected at all tion, I would not hold the user institu	above are correct and complete. If the for reasons of incomplete or incorrect tion responsible. I have read the option consibility expected of me as a participant ()  Signature of the Investor / Customer
	Date	<b>:</b> :	Signature of the investor / Gustomer
	Cert	ified that the particulars furnished above	e are correct as per our records.
	Banl	k's Stamp	
	Date	<b>:</b> :	()
			Signature of the authorized official of the Bank

#### 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: -
- District Industries Centers (DIC)
- Khadi and Village Industries Commission (KVIC)
- Khadi and Village Industries Board
- Coir Board
- National Small Industries Corporation (NSIC)
- Directorate of Handicraft and Handloom
- Any other body specified by Ministry of MSME (MoMSME)
- 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.
- 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 Calit	L1	Full order on MSE	
Can be Split	Split  Not L1 but within L1+15%  L1	At least 25% order on MSE subject to matching L1 price	
a .1 1	L1	Full Order on MSE	
Cannot be split	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 [as per Annexure-5].

Annexure - 2

### **CONDITIONS FOR START-UP COMPANIES**

- 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 Gol 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 [as per Annexure-5].

### **Annexure-3**

# Salient features of revised 'Public Procurement (Preference to Make in India) Order, 2017'

- 1. As per the revised Order, suppliers have been classified as 'Class-I local supplier', 'Class-II local supplier' and 'Non-local supplier' as defined below (para 2 of order): -
- 'Class-I local supplier' supplier or service provider whose Goods, Services or Works has local content equal to or more than 50% - shall get purchase preference provided quoted price falling within margin of price preference i.e. within L1 + 20%
- 'Class-II local supplier' supplier or service provider whose Goods, Services or Works has local content more than 20% but less than 50% - shall not get any purchase preference
- 'Non-local supplier' supplier or service provider whose Goods, Services or Works has local content less than or equal to 20% - shall not get any purchase preference
- 2. Other important definitions (para 2 of order): -
- 'Local content'- means the amount of value added in India i.e. total value of the item (excluding local taxes) minus the value of import content in the item (including customs duty) as a proportion of the total value of the item, in percent
- 'Margin of purchase preference' means the maximum extent to which the price quoted by a 'Class-I local supplier' can be above L1 price for the purpose of purchase preference. The margin of purchase preference shall be 20%
- 3. Procedure for purchase preference to 'Class-I local supplier' applicable for procurement scenario 2 in para 3 above is explained below in brief (para 3A (b) and (c) of order): -
- I) Procurement of Goods and Works which are divisible in nature (e.g. consumables):
- If L1 is 'Class-I local supplier' 100% awarded to L1
- If L1 is not 'Class-I local supplier' 50% awarded to L1
  - Remaining 50% awarded to lowest bidder among 'Class-I local supplier' falling within L1+20% subject to matching L1 price
  - If unable to match L1 price or accepts less than offered quantity, next lowest 'Class-I local supplier' bidder within L1+20% is invited to match L1 price for remaining quantity and so on and contract will be awarded accordingly.
  - If some quantity is left uncovered on 'Class-I local supplier', then such balance quantity can be ordered on the original L1 bidder
- II) Procurement of Goods and Works which are not divisible in nature (e.g. Varnish Plant) and procurement of Services where bid is evaluated on price alone: -
- If L1 is 'Class-I local supplier' 100% awarded to L1

- If L1 is not 'Class-I local supplier'
  - Lowest bidder among 'Class-I local supplier' falling within L1+20% is invited to match L1 price contract awarded subject to matching L1 price
  - If unable to match L1 price, next lowest 'Class-I local supplier' bidder within L1+20% is invited to match L1 price and so on and contract will be awarded accordingly
  - If none of the 'Class-I local supplier' bidder within L1+20% is unable to match L1 price, contract awarded to original L1 bidder
- 5. Verification of local content: Verification of local content will be as per "para 9" (a) & (b) of DPIIT order No. P-45021/2/2017-B.E.-II dated 04.06.2020.

The Class-I local supplier/Class-II local supplier at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification (as per format given below on the manufacturers company letter head) that the item required to indicate percentage of the local content requirement for Class-I local supplier/Class-II local supplier as the case may be. They shall also give details of the location(s) at which the local addition is made.

"We	(Name	of	Manufacturer/Supplier)	undertake	that	we
meet the mandatory minimum Local	l Content	(L(	C) requirement i.e. for	claiming	purch	ase
preference linked with Local Conten	ts under	the	Govt. policy against und	der tender r	າດ"	

In cases of procurement for a value in excess of Rs.10 crores, the Class-I local supplier/Class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing charted accountant (in respect of suppliers other than companies) giving the percentage of local content.

6. False declarations (para 9 (f) & (g) of DPIIT order),

False declarations will be breach of the code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

7. Relaxations in Eligibility Criteria (para 10 (a) & (b) of DPIIT) order) No. P-45021/2/2017-B.E.-II dated 04.06.2020.

- Bidders under Make in India scheme are exempted to provide any proof of supply in other countries or proof of exports w.r.t. experience and past performance criteria, subject to meeting of quality and technical specifications mentioned in this Tender.
- 8. Besides above, the bidders 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 [as per Annexure-5].

### Annexure-4

# PROCEDURE TO BE ADOPTED WHEN THE BIDDER QUALIFIES AS BOTH MSE AND CLASS-I LOCAL SUPPLIER

The option in case of bidders qualifying under both Policies, namely, Public Procurement Policy for MSEs Order, 2012 (MSEs-2012) and Public Procurement (Preference to Make in India) Order, 2017 (MII-2017) shall be exercised as under:

- 1. The bidder can avail only one out of the two applicable purchase preference policies, i.e., MSEs-2012 and MII-2017. Therefore, bidder will be required to furnish the option under which he desires to avail purchase preference. This option must be declared within the offer and in case bidder fails to do so although he is eligible under both the Policies, BRBNMPL shall evaluate his offer considering MSEs-2012 as the default chosen option.
- 2. In case a bidder opts for preference under MSEs-2012, he shall not be eligible to claim benefit under MII-2017 (irrespective of the fact whether he furnishes the details of local content in his offer and the same meets the stipulated local content criteria).
- 3. In case a bidder opts for purchase preference based on MII-2017, he shall not be entitled to claim benefit of purchase preference as applicable for MSE bidders under MSEs-2012. However, the exemptions from furnishing Bid security (EMD) shall continue to be available to such a bidder.
- 4. In view of the above,
  - a. The bidder's quoted prices against various items of enquiry shall remain valid even in case of splitting of quantities of the items, except in case of items where the quantity cannot be split since these are to be awarded in a Lot or as a package or Group.
  - b. While evaluating the bids, for price matching opportunities and distribution of quantities among bidders, the order of precedence shall be as under:
    - MSE bidder (MSEs-2012)
    - Class-I local supplier (MII-2017)
  - In case the bidder has not declared his status as to whether he is an MSE Bidder or Class-I local supplier during bid submission, then he will be considered as non MII-2017 compliant bidder and evaluated accordingly. No further correspondence will be made in this regard.

### **Examples of Purchase Preference:**

a. Non divisible item

L1 bidder is neither MSE nor Class-I local supplier

L2 bidder is Class-I local supplier (within L1 + 20%)

L3 bidder is MSE bidder (within L1 + 15%)

L3 bidder i.e. MSE bidder shall be given preference to match the L1 price. If L3 bidder matches the L1 price, Order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (Class-I local supplier)

#### b. Divisible item

L1 bidder is neither MSE nor Class-I local supplier

L2 bidder is Class-I local supplier (within L1 + 20%)

L3 bidder is MSE bidder (within L1 + 15%)

MSE bidder shall be given preference to match the L1 price. If L3 bidder matches the L1 price, order shall be placed on him for at least 25% of the tendered quantity. For balance quantity (i.e. 50% of tendered quantity/value), option for matching the L1 price shall be given to L2 bidder (Class-I local supplier). Remaining quantity (25%) shall be awarded to natural lowest bidder. For further clarification, in case an item has quantity 4 nos. then 1 no. (25%) can be given to MSE bidder, 2 nos. (50%) to Class-I local supplier and left out 1 no. to natural L1 bidder.

#### Note:

The above two examples are not applicable to the Works Contracts since MSEs Order, 2012 is not applicable to works contracts.

- In case lowest bidder is a MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to bidders complying under MII-2017.
- In case lowest bidder is a Class-I local supplier, purchase preference shall be resorted to MSE bidder as per provisions specified in the enquiry document w.r.t. MSEs-2012 only.

### 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
SI. 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)	<ul> <li>Micro</li> <li>Small Scale</li> <li>Start-up Company</li> <li>Class-I local supplier</li> <li>Others</li> </ul>
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)	<ul> <li>Manufacturer for supply items</li> <li>Service Provider for services</li> <li>Trader/dealer/reseller/distribut or/ authorized agent</li> <li>Non MSE Bidder</li> </ul>
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)	<ul><li>Yes</li><li>No</li><li>If yes, whether</li><li>SC</li><li>ST</li></ul>
5	In case you belong to Micro / Small Scale Enterprises, whether your firm/ organization is owned by Women entrepreneurs? If yes, valid documentary evidence to be submitted (Please tick mark the appropriate box)	<ul><li>Yes</li><li>No</li></ul>
	Are your registered under TReDS (Trade Receivable Electronic Discounting System approved by RBI) Applicable for Micro, Small and Medium Enterprises (Please tick mark the appropriate box)	<ul> <li>No</li> <li>Yes</li> <li>If yes, whether</li> <li>RXIL • A-Treds • M1Xchange</li> <li>(Tick agency with whom you are registered along with Regn No.)</li> </ul>

Regn No. ....

Has your firm/organization registered your items/services in Government e-Marketplace (GeM)	<ul><li>Yes</li><li>No</li></ul>
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)	<ul><li>MSE</li><li>Class-I local supplier</li></ul>
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.	<ul> <li>Yes, Local Content%</li> <li>Not applicable for this tender</li> </ul>

**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. Categorisation 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. Categorisation 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.
- 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

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 Private Limited, Note Mudran Nagar, Mysuru - 570003
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
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.

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Sign and Stamp

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,					
•	an Private Limited, Note Mudran Nagar,				
Mysuru - 570003					
Dear Sir,					
Undertaking to provide financial s	support to our wholly owned subsidiary				
We,	agree to provide financial support to our wholly owned				
	("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	n)				
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.

# **CHECK LIST FOR BIDDERS**

SI. No	Description	Submitted (Yes/No)	Remarks
1	All tender pages should sealed and signed by Authorized Signatory.		
2	Section VII-PART -A-Compliance Statement-Technical - should be agreed on all points (Yes)		
3	Section VII-PART -B-Compliance Statement-Commercial - should be agreed on all points (Yes)		
4	All pages tender document should be numbered serially.		
5	If you are MSE, certificate for the same to be attached		
6	If you are startup, certificate for the same to be attached		
7	If you are participating under Make In India (MII-2017) policy as a Class I supplier, Declaration in LETTER HEAD stating "We (Name of Manufacturer/Supplier) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. 015/MYS/VARNIKA-07/2022-23 dated 14.05.2022" should be given		
8	If you are an authorized dealer, Section XIV should be submitted. For Manufacturer it is not applicable.		
9	If you are a manufacturer, supporting documents for manufacturing capabilities should be submitted (DIC certificate & capacity certificate to produce tendered item)		
10	You should have manufactured and supplied at least 3396 kg of Pigment Black 7 or similar pigments for manufacturing banknote printing ink in the last 5 years (from 01.04.2017 to 31.03.2022). Purchase order / invoice should be submitted.(COMPULSORY)		
11	FY2018-19, FY2019-20, FY2020-21 audited P&L Statements, Balance sheet & ITR should be submitted.		
12	Annexure A should be filled, sealed and signed		
13	Annexure B should be filled, sealed and signed on LETTER HEAD		
14	Annexure C should be filled, sealed and signed		
15	Annexure D should be filled, sealed and signed along with BANK SEAL(Mandatory)		
16	Annexure 5 -Declaration & Undertaking by Micro & Small Scale Enterprises/Start-up companies should be submitted on LETTER HEAD.		
17	In Annexure-5 each point to be selected. If you are MSE/Class I supplier. MSE bidder get purchase preference first (Read Annexure-4 for more details)		
18	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( Power of attorney)		

(Authorized Signatory of the bidder firm with date)

(Seal)