

# भारतीय रिजर्व बैंक नोट मुद्रण प्राईवेट लिमिटेड

नैगमिक कार्यालय, बेंगलूरु

## **BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED CORPORATE OFFICE, BENGALURU**

### **Special Limited Tender Enquiry (SLTE)**



**Special Limited Tender Document for 'Money in Transit Insurance w.r.t. despatch of Bank Notes / Currency notes from BRBNMPL, Mysore Press and Salboni Press to various RBI Centres/Currency Chests/Banks'**

**Tender No: 003/CO/F&A/2024-25**

To be downloaded from website [www.brbnmpl.com](http://www.brbnmpl.com)

निविदा सं. दिनांक **May 15, 2024**

**Tender No: dated May 15, 2024**

बंद होने की तिथि और निविदा अप्राप्ति का समय/ <b>Closing Date &amp; Time for receipt of Tender</b>	14:30 Hrs on June 12, 2024
दस्ती निविदा प्राप्ति की जगह / <b>Place of receipt of tender by Hand</b>	Tender Box at placed at reception of Bharatiya Reserve Bank Note Mudran Pvt Ltd, Bengaluru 560029
निविदा खोलने की तिथि और समय / <b>Time &amp; Date of Opening of Tender</b>	15:00 Hrs on June 12, 2024
निविदा खोलने की जगह / <b>Place of Opening of Tenders</b>	Bharatiya Reserve Bank Note Mudran Pvt Ltd, Bengaluru 560029

भारतीय रिजर्व बैंक नोट मुद्रण (प्रा.) लिमिटेड, बंगलूरु  
BHARATIYA RESERVE BANK NOTE MUDRAN (P) LTD  
BANGALORE -560029

दूरभाष / Phone: 080-66602000, 66602031

फैक्स / Fax: 080 – 66602039, ई-मेल / E-Mail: [cobangalore@brbnmpl.co.in](mailto:cobangalore@brbnmpl.co.in)

वैबसाइट / Website: [www.brbnmpl.co.in](http://www.brbnmpl.co.in)

अहस्तांतरणीय / Not Transferable  
Security Classification: Security

**Tender Document for “Money in Transit Insurance w.r.t. despatch of Bank Notes /  
Currency notes from BRBNMPL, Mysore Press and Salboni Press to various RBI  
Centres/Currency Chests/Banks”**

निविदा सं. दिनांक **May 15, 2024**  
Tender No: dated **May 15, 2024**

**Tender No: 003/CO/F&A/2024-25 dated 15 May, 2024**

इस निविदा दस्तावेज़ में सम्मिलित / This document contains **72** pages

निविदा दस्तावेज़ विक्रेता (बोलीदाता का नाम) / The tender document is sold to:

मैसर्स / M/s. \_\_\_\_\_  
पता / Address \_\_\_\_\_

इस निविदा से संबन्धित बी.आर.बी.एन. एम. पी. एल. के संपर्क व्यक्ति का / Details of Contact person  
in BRBNMPL regarding this tender:

नाम / Name : डी ए पाटिल / D A Patil  
पदनाम / Designation : उप महाप्रबंधक / Deputy General Manager

Address:  
Bharatiya Reserve Bank Note Mudran (P) Limited,  
Corporate Office  
No. 3 & 4, 1st Stage, 1st Phase,  
BTM Layout, Bannerghatta Road,  
Bengaluru – 560029

ई-मेल/Email: [dapatil@brbnmpl.co.in](mailto:dapatil@brbnmpl.co.in), [cobangalore@brbnmpl.co.in](mailto:cobangalore@brbnmpl.co.in)

दूरभाष / Phone: 080 – 66602000, 66602034, Fax: 080-66602039

## CONTENTS OF THIS TENDER ENQUIRY

<b>Section I</b>	Notice Inviting Tender (NIT)	Enclosed
<b>Section II</b>	General Instructions to Tenderers (GIT)	Enclosed
<b>Section III</b>	Special Instructions to Tenderers (SIT)	Enclosed
<b>Section IV</b>	General Conditions of Contract (GCC)	Enclosed
<b>Section V</b>	Special Conditions of Contract (SCC)	Enclosed
<b>Section VI</b>	List of Requirements	Enclosed
<b>Section VII</b>	Technical Specifications / Scope of Work	Enclosed
<b>Section VIII</b>	Qualification / Eligibility Criteria	Enclosed
<b>Section IX</b>	Tender Form	Enclosed
<b>Section X</b>	Price Schedule / Financial Bid	Enclosed
<b>Section XI</b>	Bidder Information	Enclosed
<b>Section XII</b>	Contract Form	Enclosed
<b>Section XIII</b>	Letter of Authority for attending a Bid Opening	Enclosed
<b>Section XIV</b>	Eligibility Declarations	Enclosed
<b>Annexure 1</b>	Bid Securing Declaration in lieu of EMD/Bid Security	Enclosed
<b>Annexure 2</b>	Performance Statement	Enclosed
<b>Annexure 3</b>	NEFT Form	Enclosed
<b>Annexure 4</b>	Terms and Conditions - Compliance	Enclosed
<b>Annexure 5</b>	Conformity of Bids	Enclosed
<b>Annexure 6</b>	No Deviation Confirmation	Enclosed
<b>Annexure 7</b>	Power of Attorney	Enclosed
<b>Annexure 8</b>	Check-List for Bidders	Enclosed

भाग / **SECTION- I: निविदा आमंत्रण की सूचना / NOTICE INVITING TENDER (NIT)**

भारतीय रिजर्व बैंक नोट मुद्रण (प्रा.) लिमिटेड, बंगलूरु  
**BHARATIYA RESERVE BANK NOTE MUDRAN (P) LTD**  
**BANGALORE -560029**

दूरभाष / Phone: 080-66602000, 66602034

फैक्स / Fax: 080 – 66602039, ई-मेल / E-Mail: [cobangalore@brbnmpl.co.in](mailto:cobangalore@brbnmpl.co.in)

वेबसाइट / Website: [www.brbnmpl.co.in](http://www.brbnmpl.co.in)

निविदा सं. दिनांक **May 15, 2024**

**Tender No: 003/CO/F&A/2024-25**

**dated May 15, 2024**

**Tender No: 003/CO/F&A/2024-25**

1. **Notice Inviting Tender (NIT)**

Tenders are invited from eligible and qualified tenderers meeting **Qualification Criteria (Section VIII)** for Money in Transit Insurance of the following: -

Schedule No.	Brief description of Works	Face Value of despatch of Banknotes	Earnest Money (in ₹)	Remarks
I	<b>Money in Transit Insurance w.r.t. despatch of Bank Notes / Currency notes from BRBNMPL, Mysore Press and Salboni Press to various RBI Centres/Currency Chests/Banks</b>	Rs. 3,50,000 Crore (approx.)	<b>Not Applicable</b>	<i>For detailed Scope of work please refer Section-VI, VII</i>

Type of Tender (Two Bid System)	Two-part Bid (Part-I Techno-commercial bid and Part-II Financial/ Price bid)
Date of Sale of Tender Document	From <b>15/05/2024 to 12/06/2024</b> upto 14:30 hours website <a href="http://www.brbnmpl.co.in.com">www.brbnmpl.co.in.com</a>
<b>Price of the Tender Document</b>	<b><i>NIL</i></b>
Place of Sale of Tender Document	<b>Through Invitation ONLY</b>
Closing date and time for receipt of Tenders	<b>June 12, 2024 at 14:30 hours</b>
Place of receipt of Tenders	The Bids are to be submitted physically at Corporate Office, BRBNMPL
Time and date of opening of Tenders	<b>June 12, 2024 at 15:00 hours</b>
Place of opening of Tenders	Corporate Office, BRBNMPL, Bengaluru

2. **Bidders must read the complete 'Tender Document'**

This NIT is an integral part of the Tender Document and serves a limited purpose of invitation, and does not purport to contain all relevant details for submission of bids. Bidders must go through the complete Tender Document for details before submission of their Bids.

3. **Availability of the Tender Document**

Interested tenderers may obtain further information about this tender from the above office selling the documents. They may also visit our website mentioned above for further details.

4. **Eligibility Criteria for Participation in this Tender**

Subject to provisions in the Tender Document, participation in this Tender Process is through invitation only to all Public Sector Non Life Insurers registered with the IRDA dealing in Money in Transit Insurance. Bidder should meet the following eligibility criteria as of the date of his bid submission and should continue to meet these till the award of the contract. Bidder shall be required to declare fulfilment of **Eligibility Criteria in Section XIV (Eligibility Declarations)**. The Bidder, unless otherwise stipulated

(i) must,

- a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons.
- b) Not stand declared ineligible / blacklisted / banned / debarred by BRBNMPL or its subsidiaries or by Ministry / Department of GoI from participation in their Tender Processes or by any Government Agency anywhere in the world, for participating in their tenders, under that country's laws or official regulations; and / or
- c) Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible / suspended / blacklisted / banned / debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for:
  - offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
  - offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
  - suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.
- d) Not have changed its name or created a new business entity as covered by the definition of "Allied Firm", consequent to having been declared ineligible/ suspended/ blacklisted/ banned/ debarred;
- e) Not have an association (as a bidder/ partner/ director/ employee in any capacity)
  - of retired official of BRBNMPL if such a retired person has not completed the cooling-off period of one year after his retirement. However, this shall not apply if such officers have obtained a waiver of the cooling-off period from their erstwhile organisation.
  - of the near relations of executives of BRBNMPL involved in this Tender Process
- f) Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt should be made to induce any

other bidder to submit or not to submit an offer for restricting competition

- (ii) must fulfil any other additional eligibility condition, if any, as may be prescribed elsewhere in Tender Document.
- (iii) must provide such evidence of their continued eligibility to the Procuring Entity if so requested.

5. **Submission of Bids**

- (i) Bids (both Techno-commercial Bid and Price Bid) must be dropped in the Tender Box placed at ground floor of our office till the deadline for submission. If the office happens to be closed on the deadline to submit the bids as specified above, this deadline shall not be extended.
- (ii) Guidelines for filling Two Part Tender:

**Part I:** First sealed cover should contain the Technical Bid i.e. documents related to **Section I to Section XIV along with Annexure 1 to Annexure 8 except Section X which is the Price Schedule / Price Bid.** All the above mentioned documents should be signed and stamped and to be submitted as Technical Bid as acceptance of the terms and conditions. Offers with Counter Conditions are liable for Rejections. This first sealed cover should be clearly super-scribed as **“Part I -Technical Bid” with Tender No. 003/CO/F&A/2024-25 dated 15 May, 2024 and details of bidder.** No price indication shall be allowed in technical bid. In case price indication is made in the Technical Bid, offer may be rejected.

**Part II:** Second sealed cover should contain only Price Bid i.e. **Section X**, duly sealed and signed. Format provided in the tender document for price Bid should be followed and any other format will be liable for rejection. This second sealed cover should be super-scribed as **“Part II - Price Bid” with Tender No. 003/CO/F&A/2024-25 dated 15 May, 2024 and details of bidder.**

The above mentioned sealed covers (Part I & II) should be put in another big cover, sealed and super-scribed as **“QUOTATION FOR MONEY IN TRANSIT INSURANCE FOR BRBNMPL”** and should be addressed to **“The Managing Director, BRBNMPL, Bengaluru”** and put in tender box at the following address:

**Reception Section, Ground Floor**

**Bharatiya Reserve Bank Note Mudran Private Ltd (BRBNMPL),  
No.3 & 4, 1<sup>st</sup> stage, 1<sup>st</sup> phase, BTM Layout, Bannerghatta Road,  
Bengaluru-560029**

**Important Note: Offers submitted which are not in accordance with the above guidelines will be liable for rejection.**

- (iii) Unless otherwise stipulated, **the following sections & annexures need to be filled, dully signed and sealed as part of the Bid: -**
  1. List of Requirements – Compliance
  2. Scope of Work – Compliance
  3. Section IX : Tender Form (To serve as a covering letter to both the Techno-commercial & Financial Bids)
  4. Section X : Price Schedule
  5. Section XI : Bidder Information
  6. Section XII : Contract Form
  7. Section XIII : Letter of Authority for attending a Bid Opening

8. Section XIV : Eligibility Declarations
9. Annexure 1 : Bid Securing Declaration (for exempted bidders)
10. Annexure 2 : Performance Statement
11. Annexure 3 : NEFT Mandate Form
12. Annexure 4 : Terms and Conditions – Compliance
13. Annexure 5 : Conformity of Bids
14. Annexure 6: No Deviation Confirmation
15. Annexure 7: Power of Attorney
16. Annexure 8: Checklist for Bidders

In addition to above, **the following sections and/or annexures, signed and sealed should be submitted as part of the Bid: -**

1. Section III : Special Instructions to Tenderers (SIT)
  2. Section V : Special Conditions of Contract (SCC)
- (iv) Any discrepancy shall be construed as a violation of the Code of Ethics, and the bid shall be liable to be rejected as non-responsive in addition to other punitive actions under the Tender Document for violation of the Code of Ethics.
- (v) In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while submitting the bids, except for filling in the required information.
- (vi) The bidder may inspect the risk at sites for detailed understanding of terms and conditions of the existing policies. For this purpose, you may visit our Salboni Press and Mysore press with prior permission from the Office as detailed below:

The details of contact persons and their addresses are as under:

<p><b>Mysore Press:</b>  Note Mudran Nagar  Mysore-570 003  Contact Person: Shri Ravichandran M  Deputy General Manager  Ph: (0821) 2469002/9448537797  Shri Kapil Garg  Manager  9932092619  Fax: (0821) 2582099</p>	<p><b>Salboni Press:</b>  P.O.RBNML, Salboni-721132  West Midnapore District (West Bengal)  Contact Person: Shri K R Gupta  Senior General Manager (PP)  Ph: (03227) 280734 / 9448946262  Shri Sudeep Chakraborty  Deputy General Manager  Ph: (03227) 280177/7892079314  Fax: (03227) 280744</p>
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- (vii) Tenderers shall ensure that their tenders are 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 in the table above on or before the closing date and time indicated above, failing which the tenders will be treated as late and rejected.
- (viii) 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.
- (ix) It is important to note that only a single office per insurer is invited to submit tender. Each insurance company is allowed to submit only one tender and hence participating

office must submit an authority letter from its head office authorising such participation on exclusive basis.

- (x) If any time prior to last date for submission of tenders and excluding the last date of submission of tender, BRBNMPL may, at its discretion or in response to clarification or query raised by the prospective bidders, may modify the tender documents by issuing addendum/corrigendum, the same shall be binding on them. Bidders shall take such addendum and corrigendum into consideration while submitting their bids.
- (xi) The tender documents are not transferable.
- (xii) BRBNMPL reserves the right to accept/reject/cancel any or all tender documents without assigning any reason thereof. BRBNMPL also reserves the right to accept the tender in whole or part. Tender not submitted in accordance with the directions issued shall be liable for rejection.
- (xiii) BRBNMPL may request enhancement in the transit limit covered in the policy at any time during the policy period. Any such increase may have additional premium implications but at the same rate as quoted in the contract.
- (xiv) If BRBNMPL wants to cover any specific bank notes consignment where per transit limit is > INR 4000 Crores, then the per transit limit can be enhanced for specific consignment with additional premium implications, if any. Additional premium charged will be at annual policy rate for the differential limit. Such consignment will be intimated to the Insurance Company prior to the start of the consignment for information/approval. Expected number of Consignment which may exceed the per transit limit of INR 4000 Crores during the policy period is 10.

6. **Bid Opening**

Techno-Commercial Bids received shall be opened at the specified date and time at BRBNMPL, Corporate Office, Bengaluru.

Further, the Price Bids would be opened for all those bidders who qualify for the Techno-Commercial Bids. The date of opening of Price Bid would be communicated to all successful bidders of Part -1 stage.

7. Tenderers may obtain further information about the tender from the office issuing the tender or visit our website [www.brbnmpl.co.in](http://www.brbnmpl.co.in).

In case of any clarification, please contact BRBNMPL, (at least 07 days prior to the scheduled opening of the tender).

Contact Persons (BRBNMPL):

Mr. D A Patil, DGM

दूरभाष / Phone: 080 – 66602000, 66602034, Fax: 080-66602039

E-mail: [dapatil@brbnmpl.co.in](mailto:dapatil@brbnmpl.co.in)

- 8. Submission of authentic documents in time is the prime responsibility of the bidder. In case of ambiguity or incomplete documents pertaining to bid submitted, bidders may be given **only one opportunity with a fixed deadline after bid opening** to provide complete and unambiguous documents in support of meeting Pre-Qualification Criteria. In case the bidder fails to submit any document or submits incomplete documents within the given time, bidder's tender shall be rejected.
- 9. BRBNMPL reserves the right to complete the evaluation based on the details furnished with the bid without seeking any additional information.
- 10. The tenderer shall satisfy BRBNMPL that they are competent and authorized to submit tender and/or to enter into a legally binding contract with BRBNMPL.



11. **Incomplete Bid documents submitted not in accordance with the directions issued shall be liable for rejection. A Tender shall be liable for rejection in the following circumstances:**
- Does not fulfil minimum pre-qualification criteria as per the Tender Documents.
  - Submits the tender late i.e., after due date and time.
  - Unsolicited bids.
  - Stipulates the validity period less than what is stated in the Tender Documents.
  - Stipulates his own conditions and does not agree to withdraw the deviations, rendering his bid unacceptable.
  - Does not submit bid in the prescribed format making it impossible to evaluate the bid.
  - Indulges in tampering of tender documents.
  - Does not conform to any tender condition which stipulates non-conformance of tender conditions as a rejection criteria.
  - States any counter condition.
  - **Bidders who have been black listed /debarred by BRBNMPL or any PSU or any Government Department and stands black listed /debarred in the last 5 years (as on tender opening date) are not eligible to participate in this tender.**
12. No counter condition/s shall be accepted against the tender enquiry.
13. If any clarification is required on this tender, bidders are advised to send their request in writing (letter or email) to the contact details mentioned at Page 1 of this tender so as to reach **at least 07 days prior** to date of opening of the tender.
14. **Disclaimers and Rights of Procuring Entity**  
The issue of the Tender Document does not imply that BRBNMPL is bound to select bid(s), and it reserves the right without assigning any reason to
- (iv) reject any or all of the Bids, or
  - (v) cancel the tender process; or
  - (vi) abandon the procurement of the Works; or
  - (vii) issue another tender for identical or similar Works

**Important Note: Offers submitted not in line with the above guidelines will be liable for rejection.**

For and on behalf of BRBNMPL,

(टी नागराजन / T Nagarajan)

सीएफओ सह कंपनी सचिव / CFO cum Company Secretary

**IMPORTANT TENDER CONDITIONS AT A GLANCE FOR ATTENTION OF BIDDERS**

1. **निविदा की वैधता / Validity of Tender:** The quoted rates shall be valid for a period of 120 days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or makes any modification in the Price Bid or terms and conditions of the tender then, BRBNMPL, without prejudice to any other right or remedy will be at liberty to take action as deemed fit.
2. **संविदा का मूल्य / Contract Price:**

The rates quoted in the tender shall be based on the technical specifications, scope of work and actual work carried out. The rates quoted in the tender shall include all charges. The rate quoted shall also be firm irrespective of any variation in the transit of banknotes given in the schedule of items.
3. **वैकल्पिक मात्रा /अतिरिक्त कार्य आदेश / Optional Quantity/Additional Work order:**

Quantities of transit of banknotes mentioned in the schedule are approximate and may vary as per requirement. The insurer shall not claim any extra rate on this account and the payment shall be made as per the actual work done. BRBNMPL may extend the Work order/place additional work order at a later date at the quoted rates. The successful insurer may visit both the presses for any kind of inspection related activities as required for insurance. Premium is to be paid quarterly in advance. The proposed estimated sum insured can be enhanced also by paying premium at same rate. For unutilised sum insured, proportionate premium amount will be refunded by the Insurer.
4. **अवार्ड की अधिसूचना / Notification of Award:** BRBNMPL shall issue Notification of award / LOI to the L1 bidder by post or by fax/email (to be confirmed by post) that its tender for Captioned Subject, has been accepted, briefly indicating therein the essential details of work and corresponding prices accepted. Insurer should return back the duplicate copy of Notification of Award duly signed and stamped in each page as acceptance within 07 days of the issue of the same.
5. **दावा निपटान / Settlement of claims:**

In normal circumstances, the claim has to be settled within 30 days from the date of claim lodged, net of the time taken by BRBNMPL for responding to surveyor's/Insurance Company comments.
6. **Pre-Bid Visit / Clarification of Bidders:** : The bidders may at their own discretion, responsibility and expenses visit our presses located at Salboni, West Bengal or Mysuru, Karnataka to ascertain the operational sufficiency from our side in the transit of banknotes. However, bidders must take approval from BRBNMPLM Corporate Office prior to any such visit. Any claim of ignorance about the system or responsibility shall not be accepted at later stage.
7. **प्रमाण-पत्रों की प्रतियाँ / Copies of Certificates / Documents** related to company profile like GST Registration, PAN and Professional Tax Registration Certificate etc., to be provided along with the Technical Bid-Part-I.
8. **अन्य अनुदेश / Other Instructions:**
  - a. A tenderer should quote the tender in figures as well as in words. The amount for each item should be worked out and the requisite totals given. The Rates and total amounts should be rounded off to nearest rupee value. In case of discrepancy between the rates in words and figures the rate quoted by the tender in words shall be taken as correct.
  - b. The tender document should be signed on each page by the tenderer or his duly authorized representative. A certified true copy of an absolute power of Attorney in favour of signatory should accompany tender documents.
  - c. Any discrepancies, omissions, ambiguities or conflicts in or among contract documents or any doubt as to their meaning should be called to the attention of The Deputy General Manager: 080 – 66602000, 66602034 within three (3) days of issue of tender. Where information sought is not clearly indicated or specified, the company will issue a clarifying bulletin to all tenderers, which will become part of the contract. Any oral instructions will not form any part of contract.

- d. The use of whitener / eraser in this tender is prohibited. If any correction becomes of necessary, the same should be done by striking off originally written rates & figures etc. and then rewritten should be done under initials of person filling the tender.
- e. Please note that the contractors who have worked earlier with BRBNMPL and their performance was not found satisfactory for any of the jobs awarded to them, their tenders shall not be opened during technical bid stage and their offers shall be considered as invalid and shall be rejected.
9. No counter conditions shall be accepted.
10. All terms & conditions of this NIT shall be treated as part & parcel of the contract.
11. कंपनी के अधिकार / Rights of company:
- a. BRBNMPL does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting/rejecting the whole or any part of the tender or portion of the quantity tendered without assigning any reason thereof.
- b. If the successful bidder refuses to accept the work order or take up the job or leave the job half way after opening the quotation and becoming lowest party, BRBNMPL reserve the right to terminate the contract and forfeit the EMD / Security Deposit and no correspondence will be entertained and decision of the BRBNMPL will be final. In such case Company reserve the right to take necessary action as deemed fit against the contractor and assign another agency for completion of the leftover job and the additional cost incurred thus shall be recovered from the original contractor.
12. क्षतिपूर्ति / **Indemnity**: The Insurer shall indemnify the Employer from and against all actions, suits claims and demands brought or made against the Employer in respect of any matter or thing done or omitted to be done by the Insurer or any of his reinsurers or their employees or workmen in the execution of or in connection with the Works of this Contract and against any loss or damage to the Employer in consequence of any action or suit being brought against the Insurer or any of his Re insurers or their employees or workmen for anything done or omitted to be done in the execution of the Works under this Contract.
13. समाप्ति / **Termination**: If the Insurer shall be adjudged bankrupt or if he should make a general assignment for the benefit of his creditors, or if a receiver shall be appointed on account of his insolvency, or if he should persistently or repeatedly refuse to carry out the work diligently, or if he should persistently disregard laws or ordinances or instructions of the Employer, or if he should be guilty of a Violation of breach of any provision of the Contract, or if he has abandoned the Contract, or if he has failed to commence the insurance, then the Employer on the basis that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor seven day's notice in writing, terminate the employment of the
14. विवादों का निपटारा / Resolution of Disputes / Arbitration: If any dispute arises after the issue of LOI /Work Order and during the execution of the project which is not resolved within 30 days of their arising, they shall be referred to a sole arbitrator to be appointed by the Managing Director of BRBNMPL. The governing law in this regard will be The Arbitration and Conciliation Act, 1996 of India. The court of Bengaluru (Karnataka State) only shall have jurisdiction to deal with and decide any legal matter of dispute whatsoever arising out of any LOI/ Work order placed by us. However, the right of giving the list of arbitrators for selection of sole arbitrator by the parties is exclusively kept reserved by BRBNMPL whose decision shall be final and binding on the parties.
15. All statutory provisions / requirements should be complied with.
16. Tenderers must mention their Income Tax Permanent Account No. (PAN), GST registration, MSME (if applicable), Professional Tax Registration along with the offer, failing which the offer will liable to be rejected.
17. BRBNMPL does not pledge itself to accept the lowest or any tender and reserves to it the right of accepting/rejecting the whole or any part of the tender or portion of the quantity tendered without assigning any reason thereof.

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

## सेक्शन /Section II: टेंडर कर्ता की सामान्य शर्तें / General Conditions of Tenderers (GIT)

### Part I: General Instructions Applicable to all Types of Tenders

#### A PREAMBLE

##### 1. Introduction

- 1.1 Interpretations, Definitions and abbreviations which have been used in these documents, shall have the meanings as indicated in GCC.
- 1.2 For sake of convenience, whole of this Standard Bidding Document (including all sections) is written in reference to Procurement of Goods Tenders. However, this SBD would be utilized for all types of Tenders e.g. EOI, PQB, Rate Contract, Tenders involving Samples, Sale / Disposal of Scrap Material and Development / indigenization / Make in India etc., Procurement of Services etc. Therefore, the construction of all clauses is to be interpreted in the context of particular type of tender beyond the letter of the clause, read with the additional clauses for the specific type of tenders in Part II GIT/ GCC.
- 1.3 These tender documents have been issued for the requirements mentioned in Section - VI - "List of Requirements", which also indicates, inter-alia, the required delivery schedule and terms & place (i.e. destination) of delivery.
- 1.4 This section (Section II - "General Instruction to Tenderers" - GIT) provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract. With this limited objective, GIT is not intended to be complete by itself and the rest of this document - SIT, GCC and SCC in particular may also be thoroughly studied before filling up the Tender Document. There would be certain topics covered in GIT/SIT as well as in GCC/SCC from different perspectives. In case of any conflict between these, provisions of GCC/ SCC would prevail.
- 1.5 The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.
- 1.6 **Local Conditions** It is imperative that each bidder fully acquaints himself with all the local conditions and factors, which would have any effect on the performance / completion of the contract in all respects inter alia including the legal, environmental, infrastructure, Logistics, communications, and cost aspects. Bidders would themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time in India and/ or country of manufacture & supply. On such matters, the Purchaser shall not entertain any request from the bidders.
- 1.7 **Obtaining the Tender Documents:** Interested tenderers may obtain further information about this requirement from the office issuing the documents, mentioned in the NIT. They may also visit website mentioned therein for further details.
  - 1.7.1 Tenderer may also download the tender document from the website mentioned in NIT and submit its tender by utilizing the downloaded document. The bidder must not make any changes to the contents of the tender document, except for filling the required information. A certificate to this effect must be submitted by the bidder in the Tender Form (Section X).
  - 1.7.2. The tender documents are not transferable.
2. **Language of Tender**  
The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and BRBNMPL, shall be written in English or Hindi language, unless otherwise specified in the Tender. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by Hindi or English translation. For purposes of interpretation of the tender, the English translation shall prevail.
3. **Eligible Tenderers**
- 3.1 This invitation for tenders is open to all suppliers who fulfil the

'eligibility' and 'qualification' criteria specified in these documents. Bidder should meet (as on the date of his bid submission and should continue to meet till the award of the contract) the 'Eligibility Criteria' detailed in NIT clause 4. Please refer to Section IX - Qualification criteria and Section XVIII - Eligibility Declarations. In case of Second Stage (after the Pre-Qualification stage) of two Stage Bidding or in case of Special Limited Tenders this invitation is open only to such bidders who have been shortlisted.

The bidder, their affiliates, or subsidiaries - including subcontractors or suppliers for any part of the contract - should not stand declared ineligible/ blacklisted/banned/debarred by BRBNMPL or its subsidiaries or by Ministry / Department of GoI from participation in their Tender Processes or by any Government Agency anywhere in the world, for participating in its tenders, under that country's laws or official regulations. A declaration to this effect shall be submitted by the bidder in the Eligibility Declarations (Section XVIII).

Unless otherwise stipulated in the tender, Joint Ventures/Consortiums shall not be considered in this Tender.

Under Public Procurement (Preference to Make in India) Order 2017 (as amended/ revised from time to time), entities from such countries identified as not allowing Indian companies to participate in their Government procurement shall not be allowed to participate on a reciprocal basis in this tender. For this purpose, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India. Please refer to Section XVIII - Eligibility Declarations.

Orders issued by the Government of India regarding purchase preference to "Local Suppliers" to encourage 'Make in India' and promote manufacturing and production of goods and services in India shall apply to this procurement under Government of India's Public Procurement (Preference to Make in India) Order, 2017 (as amended from time to time). Please refer to Annexure 1 of this tender document.

**Minimum local content for eligibility to participate:** Only bidders meeting the minimum prescribed local content for the product shall be eligible to participate subject to the following conditions.

Based on the Make in India Policy, classes of local / non-local Suppliers eligible to participate in the tender shall be declared in the tender document. If not so declared, only Class-I and Class-II local Suppliers shall be eligible to participate and **not** non-local Suppliers.

Government of India, Ministry of Finance, Department of Expenditure, Public Procurement Division's Orders (Public Procurement 1, 2 and 3) vide F.No.6/18/2019-PPD dated 23<sup>rd</sup>/24<sup>th</sup> July 2020 (or any further amendments thereof) regarding eligibility of bidders from neighbouring countries sharing land border with India, shall apply to this tender. Please refer to XVIII - Eligibility Declarations and Annexure 6 of this tender document.

In case Integrity Pact is mandated in the NIT/SIT, only those bidders who sign the Integrity Pact, would be eligible to participate in the Tender.

Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive. Bidder shall be required to declare the absence of such conflict of interest in Section XVIII Eligibility Declarations.

#### 4. Eligible Goods Services - Country of Origin and Minimum Local Content

Unless otherwise stipulated in SCC or Contract, the country of origin of 'Goods' and 'incidental Works/ Service' to be supplied under the contract shall have their origin in India or other countries and must conform to the declaration made by the contractor in its bid regarding but not limited to i) restrictions on certain countries with land-borders with India; ii) minimum local content and location of value addition (Make in India Policy); iii)

Contractor's status as MSE or Start-up. The term "origin" used in this clause means where the goods (including subcontracted components) are mined, grown, produced, or manufactured or from where the incidental Works/ Services are arranged and supplied.

**5. Tendering Expense**

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

**B TENDER DOCUMENTS**

**6. Content of Tender Documents**

**6.1 The tender document includes: -**

- 1. Section I : Notice Inviting Tender (NIT)
- 2. Section II : General Instructions to Tenderers (GIT)
- 3. Section III : Special Instructions to Tenderers (SIT)
- 4. Section IV : General Conditions of Contract (GCC)
- 5. Section V : Special Conditions of Contract (SCC)
- 6. Section VI : List of Requirements
- 7. Section VII : Technical Specifications/Scope of Work
- 8. Section VIII : Quality Control Requirements
- 9. Section IX : Qualification Criteria
- 10. Section X : Tender Form
- 11. Section XI : Price Schedule
- 12. Section XII : Bidder Information
- 13. Section XIII : Bank Guarantee Form for EMD
- 14. Section XIV : Manufacturer's Authorization Form
- 15. Section XV : Bank Guarantee Form for Performance Security
- 16. Section XVI : Contract Form
- 17. Section XVII : Letter of Authority for attending a Bid Opening
- 18. Section XVIII : Eligibility Declarations
- 19. Section XIX : Proforma of Bills for Payments
- 20. Section XX : Proforma for Pre-Contract Integrity Pact

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

**7. Amendments to Tender Documents**

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

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

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

**8. Pre-Bid conference**

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

8.2 Participation is not mandatory, however, in case a bidder chooses not to participate (or fails to do so) in the pre-bid conference, it would be assumed that they have no issues regarding the Technical / commercial specifications / conditions.

8.3 After the pre-bid conference a clarification letter would be issued, containing amendments if required, of various provisions of the Bid-Documents, which shall form part of the Bid-document.

**9. Clarification of Tender Documents**

Prospective bidders must interpret the provisions in the Bid document in the context in which they appear. Any interpretation

of the provisions far removed from such context or any other contrived interpretation or interpretation between the lines is not acceptable. A Tenderer requiring any clarification or elucidation on any issue of the tender documents may take up the same with BRBNMPL in writing or by fax / e-mail / telex. BRBNMPL will respond in writing to such request provided the same is received by BRBNMPL prior to the prescribed date of submission of tender. Copies of the query and clarification shall be sent to all prospective bidders who have received the bidding documents.

**C PREPARATION OF TENDERS**

**10. Documents Comprising the Tender**

10.1 Unless otherwise indicated in NIT/SIT, "Technical bid" shall include inter-alia (including any changes in the following as per NIT/ SIT):

- a) Tender Form/Covering letter as per format in Section X.
- b) Section VI - List of Requirements, showing the schedules and quantities quoted.
- c) Documentary evidence, as necessary in terms of GIT clauses 3 and 16 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- d) Documents and relevant details to establish in accordance with GIT clause 17 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the tender documents along with list of deviations if any (ref clause 17.2 of GIT). The tenderers may also enclose in their tenders, technical literature and other documents as and if considered necessary by them.
- e) Earnest money furnished in accordance with GIT clause 18.1 alternatively, documentary evidence as per GIT clause 18.2 for claiming exemption from payment of earnest money. and Bidder Information as per Section XII.
- f) Manufacturer's Authorization Form (ref Section XIV, if applicable)
- g) A list of deviations (ref Clause 19.4) from the clauses of this SBD, if any.
- h) If stipulated in NIT/SIT, duly signed Integrity Pact as per Section XX.

*Note: No price details shall be disclosed or hinted upon in any manner in the Technical bid.*

10.2 Unless otherwise indicated in NIT/ SIT, "Financial Bid" shall include inter-alia (including any changes in the following as per NIT/ SIT):

- a) Price Schedule (Section XI) and all financially relevant details. Prices shall be quoted duly taking into consideration, the Payment and delivery terms.
- Note: No additional Technical details, which have not been brought out in the Technical Bid, may be brought out in the Financial Bid.*
- 10.3 A tender, that does not fulfil any of the above requirements and / or gives evasive information / reply against any such requirement, shall be liable to be ignored and rejected.
- 10.3 Tender sent by fax/email/telex/cable shall be ignored.

**11. Tender currencies**

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

11.2 Where the tender condition specifies acceptance of quotations in different currencies, then, for domestic goods, prices shall be quoted in Indian rupees only and for imported goods, prices shall be quoted either in Indian rupees or in the currency stipulated in the SIT, mentioning, inter-alia, the exchange rate adopted for converting foreign currency into Indian Rupees. As regards price(s) for allied services, if any, required with the goods, the same shall be quoted in Indian Rupees if such services are to be performed / undertaken in India.

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

**12. Tender Prices**

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

- be clarified accordingly by the tenderer.
- 12.2 If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule. d)
- 12.3 The quoted prices for goods offered from within India (goods manufactured in India or goods of foreign origin already located in India) and that for goods of foreign origin offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI. e)
- 12.4 While filling up the columns of the price schedule, the following aspects should be noted for compliance:
- 12.5 For goods offered from within India (goods manufactured in India or goods of foreign origin already located in India), the prices in the corresponding price schedule shall be entered separately in the following manner: f)
- a) The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable, including Goods and services Tax, Customs duty or any other similar duties and taxes already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc. g)
- b) Goods and Services Tax, which will be payable on the goods in India if the contract is awarded. h)
- c) Charges towards inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and
- d) The price of incidental services, as and if mentioned in List of Requirements. i)
- 12.6 For goods of foreign origin offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner: j)
- a) The price of goods quoted FAS / FOB port of shipment, CIF port of entry in India or CIF specified place of destination in India as indicated in the List of Requirements,
- b) Wherever applicable, the amount of custom duty and import duty on the goods to be imported.
- c) The charges for inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination, as specified in the List of Requirements. and k)
- d) The charges for incidental services, as and if mentioned in the List of Requirements.
- 12.7 **Additional information and instruction on Duties and Taxes:** l)
- For goods offered from within India (goods manufactured in India or goods of foreign origin already located in India), if the Tenderer desires to ask for Goods and services Tax, Customs duty or any other similar duties and taxes to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.
- 12.8 **Goods and Services Tax** m)
- a) All the bidders/tenders should ensure that they are GST compliant and their quoted tax structure/rates are as per GST Law.
- b) As per the GST Act, the bid and contract must show the GST Tax Rates (and GST Cess, if applicable) and GST Amount explicitly and separate from the bid/contract price (exclusive of GST). Bid-price inclusive of taxes/GST would be a violation of the GST Act. In case any taxes, duties are not clearly specified, or column is left blank in price bid then it will be presumed that no such tax/levy is applicable or payable by BRBNMPL. However, the price should be inclusive of any other taxes or levies if any, already paid or payable.
- c) If a tenderer asks for GST (and GST Cess, if applicable) to be paid extra, the rate and nature of such taxes applicable should be shown separately. Such taxes will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to such taxes and is payable as per the terms of the contract. The payment of GST and GST Cess to contractor/supplier would be made only on the latter
- submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made there under and after online filing of valid return on GST portal.
- Bidders should quote 'GST' if payable extra on total basic rate of each item. GST in '%' inclusive of cess to be quoted. GST will be applicable on 'basic rate + Packing & forwarding charges + Freight + Insurance'.
- GST Registration Number (15-digit GSTIN):** In case bidder has multiple business verticals in a state and having separate registration for each business vertical, GSTIN of each vertical concerned with the supply and service involved, as per the scope of NIT to be informed to BRBNMPL. If supply / service provided is from multiple states, then bidder should mention GST Registration Number for each state separately.
- If bidder is not liable to take GST registration, i.e., having turnover below threshold, bidders need to submit undertaking / indemnification against tax liability. The bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In such case, applicable GST will be deposited by BRBNMPL directly to concerned authorities. Further, the bidder should notify and submit to BRBNMPL within 15 days from the date of becoming liable to registration under GST.
- Those bidders who have opted for Composition scheme under GST, they have to submit a declaration indicating their GST registration No.
- HSN (Harmonized System of Nomenclature) code** for the goods being supplied by the vendor for each item covered under the NIT has to be declared in the Technical bid. Services Accounting Code (SAC) for classification of services under GST for each item covered under the NIT has to be declared in the Technical bid.
- All necessary adjustment vouchers such as Credit Notes / Debit Notes for any short/excess supplies or revision in prices or for any other reason under the Contract shall be submitted to BRBNMPL as per GST provisions.
- In the event of default on his part in payment of tax and submission / uploading of monthly returns, BRBNMPL is well within its powers to withhold payments, especially the tax portion, until Vendor/Supplier/ Contractor corrects the default and / or complies with the requirements of GST and produces satisfactory evidence to that effect or upon GST appearing on the Company GST portal.
- Vendor/Supplier/Contractor should issue Receipt vouchers immediately on receipt of advance payment and subsequently issue supplies along tax invoice after adjusting advance payments as per Contractual terms and GST Provisions.
- In case the GST rating of vendor on the GST portal / Govt. official website is negative / blacklisted, then the bids may be rejected by BRBNMPL. Further, in case rating of bidder is negative / blacklisted after award of work for supply of goods / services, then BRBNMPL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by BRBNMPL.
- Any late delivery i.e., delivery after the due date attracts payment of damages by the vendor / contractor as agreed mutually. It is agreed by the Contractor that such damages become recoverable by BRBNMPL with applicable GST thereon.
- Any reference in the NIT to CENVAT / VAT / Service Tax / Excise Duty and the clauses relating thereto may please be ignored.
- 12.9 **Goods and Services Tax...contd...**
- If reimbursement of Goods and Services Tax is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the tax applicable. In the absence of any such stipulation, it will be presumed that the prices quoted are firm and final and no claim on account of Goods and Services Tax will be entertained after the opening of tenders. If a Tenderer chooses to quote a price inclusive of Goods and Services Tax and also desires to be reimbursed for variation, if any, in the Goods and Services Tax during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of Goods and Services Tax included in its price. Failure to indicate all such details in clear terms may result in statutory variations being denied to the tenderer.

- c) Subject to sub clauses (a) & (b) above, any change in Goods and Services Tax upward / downward as a result of any statutory variation in Goods and Services Tax taking place within original Delivery Period shall be allowed to the extent of actual quantum of Goods and Services Tax paid by the supplier. In case of downward revision in Goods and Services Tax, the actual quantum of reduction of Goods and Services Tax shall be reimbursed to BRBNMPL by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier. (iii)
- d) If a tenderer asks for GST to be paid extra, the rate and nature of such taxes applicable should be shown separately. Such taxes will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to such taxes and is payable as per the terms of the contract. (iv)
- e) The tenderer should quote the exact percentage of GST that they will be charging extra. (v)
- 12.10 Duties, taxes and other levies of Local bodies**  
Unless otherwise stated in the SIT, the goods supplied against contracts placed by BRBNMPL are not exempted from levy of duties, taxes and other Levies of local bodies. In such cases, the supplier should make the payment to avoid delay in supplies and forward the receipt of the same to the purchasing department for reimbursement and, also, for further necessary action. In cases where exemption is available, suppliers should obtain the exemption certificate from the purchasing department to avoid payment of such levies and taxes. (vi)
- 12.11 Duties / Taxes on Raw Materials**  
BRBNMPL is not liable for any claim from the supplier on account of fresh imposition and / or increase (including statutory increase) of Customs duty, Goods and Services Tax or any other similar duties and taxes on raw materials and/or components used directly in the manufacture of the contracted goods taking place during the pendency of the contract, unless such liability is specifically agreed to in terms of the contract. (vii)
- 12.12 Imported Stores not liable to Above-mentioned Taxes and Duties:**  
Above mentioned Taxes and Duties are not leviable on imported goods (goods of foreign origin offered from abroad) and hence would not be reimbursed. (viii)
- 12.13 Customs Duty:**  
In respect of imported goods of foreign origin offered from abroad, the tenderer shall specify the rate as well as the total amount of customs duty payable. The tenderer shall also indicate the corresponding Indian Customs Tariff Number applicable for the goods in question. (ix)
- 12.13.1** For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 11 shall be followed. (x)
- 12.13.2** For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 12 shall be followed. (xi)
- 12.13.3** Unless otherwise specifically indicated in this tender document, the terms FOB, FAS, CIF etc. for imported goods of foreign origin offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris. (xii)
- 12.13.4** The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 12) is for the purpose of comparison of the tenders by BRBNMPL and will no way restrict BRBNMPL's right to award the contract on the selected tenderer on any of the terms offered. (xiii)
- 13. Authorized Dealer/Distributor/Representative of Suppliers**  
(i) For Non-Commercially-Off-the-Shelf (Non-COTS) items, when a firm sends quotation for an item manufactured by some different company, the firm is also required to attach, in its quotation, the manufacturer's authorisation certificate and also manufacturer's confirmation of extending the required warranty for that product as per formats given in SBD. This is necessary to ensure quotation from a responsible party offering genuine product, also backed by a warranty obligation from the concerned manufacturer. In the tender, either the manufacturer/OEM or its authorised dealer/distributor/ representative can be considered as valid bidders. (xiv)
- (ii) In case of large contracts, especially capital equipment, the manufacturer's authorisation must be insisted upon on a tender specific basis, not general authorisation/dealership, by so declaring in the bid documents clearly. (xv)
- In cases where the manufacturer has submitted the bid, the bids of its authorised dealer/ distributor/ representative will not be considered and EMD will be returned. (xvi)
- And in case of violations, both infringing bids will be rejected. For Commercially-Off-the-Shelf (COTS) items with clear and standard specifications, where the requirement is technically and commercially simple enough that pre-qualification of the bidder is not crucial for the performance of the contract, a valid dealership certificate will have to be submitted. (xvii)
- Bids of bidders quoting as authorised representative of a principal manufacturer would also be considered to be qualified, provided: (xviii)
- a) their principal manufacturer meets all the criteria above without exemption, and (xix)
- b) the principal manufacturer furnishes a legally enforceable tender-specific authorisation in the prescribed form assuring full guarantee and warranty obligations as per the general and special conditions of contract; and (xx)
- c) the bidder himself should have been associated, as authorised representative of the same or other Principal Manufacturer 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 'The Relevant Date'. (xxi)
- 13.1 Conflict of Interest among Bidders**  
A bidder shall not have any conflict of interest with other bidders. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in the bidding process if, (xxii)
- (i) they have controlling partner(s) in common; or (xxiii)
- (ii) they receive or have received any direct or indirect subsidy/financial stake from any of them; or (xxiv)
- (iii) they have the same legal representative for purposes of the bid; or (xxv)
- (iv) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or Bidder participates in more than one bid in the bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties involved. However, this does not limit the inclusion of the components/sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or (xxvi)
- (v) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid. (xxvii)
- For same reasons, in case of a holding company having more than one independently manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare in their bids such sister / common business / management units in same / similar line of business. (xxviii)
- 14. Firm Price / Variable Price**  
14.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account. (xxix)
- 14.2 In case the tender documents require offers on variable price basis, the price quoted by the tenderers will be subject to adjustment during original Delivery Period to take care of the changes in the cost of labour and material components in accordance with the price variation formula to be specified in the SIT. If a tenderer submits firm price quotation against the requirement of variable price quotation, that tender will be prima-facie acceptable and considered further, taking price variation asked for by the tenderer as zero. (xxx)
- 14.3 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 12 will apply for both firm price tender and variable price tender. (xxxi)
- 14.4 Subject to provisions of Clause 11 above, where prices are quoted in foreign currencies, involving imports - Foreign Exchange Rate (xxxii)



- Variation (ERV) would be borne by the Purchaser within the original Delivery Period. The offer of the Tenderer should indicate import content and the currency used for calculating import content.
- 14.5 Base Exchange rate of each major currency used for calculating FE content of the contract should be indicated. The base date of ERV would be contract date and variation on the base date can be given up to the midpoint manufacture, unless firm has already indicated the time schedule within which material will be imported by the firm.
- 14.6 In case delivery period is re-fixed / extended, ERV will not be admissible, if this is due to default of the supplier.
- 14.7 Documents for claiming ERV:
- (i) A bill of ERV claim enclosing working sheet
- (i) Banker's Certificate/debit advice detailing FE paid and exchange rate
- (ii) Copies of import order placed on supplier
- (iii) Invoice of supplier for the relevant import order
15. **Alternative Tenders** 18.3  
Unless otherwise specified in the Schedule of Requirements, alternative tenders shall not be considered.
16. **Documents Establishing Tenderer's Eligibility and Qualifications** 18.4
- 16.1 Pursuant to GIT clause 3 and 10, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 16.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:
- a) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorized by the goods manufacturer to quote for and supply the goods to BRBNMPL. The tenderer shall submit the Manufacturer's Authorization Letter to this effect as per the standard form provided under Section XIV in this document.
- b) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
- c) In case the tenderer is not doing business in India, how will he be able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast-moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.
17. **Documents establishing Good's Conformity to Tender document**
- 17.1 **Country of Origin, Manufacture and Supply:** Bidder must declare the country of - origin, manufacture, value addition and supply of the goods offered by them. He must confirm that these do not violate provisions of Clause 3 of GIT.
- 17.2 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by BRBNMPL in the tender documents. For this purpose, the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by BRBNMPL in the tender documents to establish technical responsiveness of the goods and services offered in its tender.
- 17.3 In case there is any variation and/or deviation between the goods & services prescribed by BRBNMPL and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity along with justification, and provide the same along with its tender.
- 17.4 If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to BRBNMPL in this regard.
18. **Earnest Money Deposit (EMD)**
- 18.1 Pursuant to GIT clause 10.1(e) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect BRBNMPL against the risk of the Tenderer's unwarranted conduct as amplified under sub-clause 23.2 below.
- 18.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with BRBNMPL (except for NCB/ICB Tender) or as a Micro and Small Enterprise (MSE) as defined in MSEs Order 2012 issued by Ministry of Micro, Small and Medium Enterprises (MoMSME) or as a Startup as recognised by Department for Promotion of Industry and Internal Trade (DPIIT), are exempted from payment of earnest money. In case the tenderer falls in these categories, it should furnish certified copy of its valid registration details (registration with BRBNMPL or as a MSE or as a Startup, as the case may be).  
Micro & Small Enterprises must attach Registration Certificate issued by DIC / KVIC / KVIB / Coir Board / NSIC / Directorate of Handicrafts and Handlooms, or any other body specified by MSME for authentication such as Udyog Aadhaar Memorandum / Acknowledgment / Udyog Aadhaar Portal / Udyam Registration. The earnest money shall be denominated in Indian Rupees or in equivalent foreign exchange in case of GTE/ICB tenders. The earnest money shall be furnished in one of the following forms:
- a) Insurance Surety Bonds
- b) Account Payee Demand Draft from any scheduled commercial bank in India or
- c) Banker's cheque from any scheduled commercial bank in India or
- d) Online Bank Transfer (Proof of online transfer to be submitted)
- e) Other Electronic Modes of Payment
- Debit Card powered by RuPay
  - Unified Payments Interface (UPI) (BHIM-UPI)
  - Unified Payments Interface Quick Response Code (UPI QR Code) (BHIM-UPI QR Code)
- f) Bank Guarantee (including e-Bank Guarantee) issued/confirmed by any scheduled commercial bank in India in the proforma given in Section XIII of SBD in case the amount is more than ₹5 lakh and in case of foreign bidders in GTE/ICB tenders (in equivalent foreign exchange amount)
- 18.5 Unless otherwise specified in SIT, the earnest money shall be valid for a period of forty-five days beyond the validity period of the tender.
- 18.6 In case of two packet or two stage bidding, EMD of unsuccessful bidders during the first stage i.e. technical evaluation etc. should be returned to them without any interest whatsoever within 30 days of declaration of result of the first stage i.e. technical evaluation etc.  
Otherwise, EMD of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. The successful bidder's bid security (EMD) can be adjusted against the SD or returned as per the terms of the tender document. The balance can be deducted from the supplier's bill/invoice before release of payment. Unlike Procurement of Works, in Procurement of Goods, the concept of taking part of Performance Guarantee as money retained from first or progressive bills of the supplier is not acceptable.
- 18.7 Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The successful tenderer's earnest money will be forfeited if it fails to furnish the required performance security within the specified period.
19. **Tender Validity**
- 19.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 90 days (Ninety days) in case of single bid tender system and 120 days in case of two-bid system after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 19.2 In exceptional cases, the tenderers may be requested by BRBNMPL to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/email/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their



- original tender and they are also to extend the validity period of the EMD accordingly.
- 19.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for BRBNMPL, the tender validity shall automatically be extended up to the next working day.
- 19.4 **Compliance with the Clauses of this Tender Document:** Tenderer must comply with all the clauses of this Tender Document. In case there are any deviations, these should be listed in a chart form without any ambiguity along with justification.
20. **Signing and Sealing of Tender**
- 20.1 An authenticated copy of the document which authorizes the signatory to commit on behalf of the firm shall accompany the offer. The individual signing the tender or any other documents connected therewith should clearly indicate his full name and designation and also specify whether he is signing,
- (a) As Sole Proprietor of the concern or as attorney of the Sole Proprietor;
- (b) As Partner (s) of the firm;
- (c) As Director, Manager or Secretary in case the of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.
- 20.2 The authorized signatory of the tenderer must sign the tender at appropriate places and initial the remaining pages of the tender.
- 20.3 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 10.
- 20.4 Unless otherwise mentioned in the SIT, a tenderer shall submit the tender in "Original" and in "Duplicate" and mark them as such.
- 20.5 The original and other copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- 20.6 All the copies of the tender shall be duly signed at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.
- 20.7 The tenderer is to seal the original and each copy of the tender in separate envelopes, duly marking the same as "Original", "Duplicate" and so on and writing the address of BRBNMPL and the tender reference number on the envelopes. The sentence "NOT TO BE OPENED" before ... (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, BRBNMPL will not assume any responsibility for its misplacement, premature opening, late opening etc.
- 20.8 **Two-Bid (envelop/packet) System:** If so indicated in the NIT/SIT, tender document will seek quotation in two parts (Two Bid System) for purchasing capital equipment, high value plant, machinery etc. of complex and technical nature. First part would be containing the relevant technical details of the equipment / machinery etc., and in the second part, price quotation along with other allied issues. First part will be known as "Technical Bid", and the second part 'Financial bid'. Tenderer shall seal separately "Technical Bid" and 'Financial bid' and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and evaluation would be done as described in clause 24.4 below. Further details would be given in SIT, if considered necessary. Pricing details should not be mentioned or hinted at in any manner in the "Technical Bid". In Financial bid, there should not be any extra information connected with Technical suitability of the offer – which has not been already disclosed in the Technical Bid.
- 20.9 **Documents to be uploaded in case of e-tenders**
- 20.9.1 **Documents that need not be signed or uploaded by Bidders** Unless otherwise stipulated, the following sections & annexures
- of the tender document need not be signed and uploaded as part of the Bid. However, Bidders have to upload 'Terms and Conditions – Compliance' as token of acceptance of all the Terms and Conditions mentioned therein.
1. Section I : Notice Inviting Tender (NIT)
  2. Section II : General Instructions to Tenderers (GIT)
  3. Section III : Special Instructions to Tenderers (SIT)
  4. Section IV : General Conditions of Contract (GCC)
  5. Section V : Special Conditions of Contract (SCC)
  6. Section VI : List of Requirements
  7. Section VII : Technical Specifications/Scope of Work
  8. Section VIII : Quality Control Requirements
  9. Section IX : Qualification Criteria
  10. Section XIII : Bank Guarantee Form for EMD
  11. Section XV : Bank Guarantee Form for Performance Security
  12. Section XVI : Contract Form
  13. Section XIX : Proforma of Bills for Payments
  14. Annexure 1 to 5 : Explanatory Note on Make in India Order 2017; MSEs Order 2012 and Start-ups
  15. Annexure 6 : Restrictions on Public Procurement from countries sharing land border with India
- 20.9.2 **Documents that need to be filled, digitally signed and uploaded by Bidders**
- Unless otherwise stipulated, the following sections & annexures need to be filled, digitally signed and uploaded as part of the Bid:
- List of Requirements – Compliance
  - Technical Specifications – Compliance
  - Quality Control Requirements – Compliance
  - Section X : Tender Form (To serve as a covering letter to both the Techno-commercial & Financial Bids)
  - Section XI : Price Schedule
  - Section XII : Bidder Information
  - Section XIV : Manufacturer's Authorization Form, if applicable
  - Section XVII : Letter of Authority for attending a Bid Opening
  - Section XVIII : Eligibility Declarations
  - Section XX : Proforma for Pre-Contract Integrity Pact, if applicable
  - Annexure 7 : Bid Securing Declaration (for exempted bidders)
  - Annexure 8 : Assessment of capability of Bidder, if asked
  - Annexure 9 : Performance Statement
  - Annexure 10 : Statement of Financial Standing, if required
  - Annexure 11 : NEFT Mandate Form
  - Annexure 12 : Terms and Conditions – Compliance
  - Annexure 13 : Undertaking to provide financial support to our wholly owned subsidiary
  - Annexure 14 : Checklist for Bidders
- 21. SUBMISSION OF TENDERS**
- 21.1 Submission of Tenders**
- 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 place as indicated in NIT on or before the closing date and time indicated therein, failing which the tenders will be treated as late and rejected. Tenders may also be sent through post at the address as above. However, Purchaser will not be responsible for any postal lapses or delays in receipt of the documents. In case of bulky tender, which cannot be put into tender box, the same shall be submitted by the tenderer by hand to the designated officers of BRBNMPL, as indicated in NIT. The officer receiving the tender will give the tenderer an official receipt duly signed with date and time.
- 21.2 The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for BRBNMPL, the tenders will be received up to the appointed time on the next working day.
- 22. Late Tender**
- A tender, which is received after the specified date and time for receipt of tenders will be treated as "late" tender and will be ignored.
- 23. Alteration and Withdrawal of Tender**

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

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

#### **E TENDER OPENING**

##### **24. Opening of Tenders**

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

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

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

24.4 In the case of two bid system mentioned in clause 20.8 above, the technical bids are to be opened in the first instance, at the prescribed time and date. These bids shall be scrutinized and evaluated by the competent committee / authority with reference to parameters prescribed in the tender document. Thereafter, in the second stage, the financial bids of only the technically acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation. Other financial bids would be returned unopened to the respective bidders under Registered AD / Reliable Courier or any other mode with proof of delivery.

#### **F SCRUTINY AND EVALUATION OF TENDERS**

##### **25. Basic Principle**

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

##### **26. Preliminary Scrutiny of Tenders**

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

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

a) Tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;

b) Tenderer is not eligible to participate in the bid as per laid down eligibility criteria (Example: the tender enquiry condition says that the bidder has to be a registered MSE unit, but the tenderer is a, say, a large-scale unit);

c) Tender validity is shorter than the required period;

d) Required EMD has not been provided or EMD provided is not as per prescribed format, amount, validity etc. or exemption from EMD is claimed without acceptable proof of exemption;

e) Tenderer has quoted for goods manufactured by a different firm without the required authority letter from that manufacturer;

f) Goods offered are sub-standard, not meeting the required specification etc.;

g) Tenderer has not agreed to essential condition(s) specified in the tender enquiry (Example: Some such important essential conditions are – performance security, terms of payment,

liquidated damage clause, warranty clause, dispute resolution mechanism, applicable law and any other important condition having significant bearing on the cost/ utility/ performance of the required goods, etc.);

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

##### **27. Minor Infirmary / Irregularity / Non-Conformity**

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

##### **28. Discrepancy in Prices**

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

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

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

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

##### **29. Discrepancy between original and copies of Tender**

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

##### **30. Clarification of Bids**

(i) During the evaluation of Techno commercial or Financial Bids, the Procuring Entity may, at its discretion, but without any obligation to do so, ask Bidder to clarify its bid by a specified date. Bidder should answer the clarification within that specified date (or, if not specified, 7 days from the date of receipt of such request). The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder. Any clarification submitted by a Bidder regarding its Bid that is not in response to a request by the Purchasing Entity shall not be considered.

(ii) In e-tendering, if discrepancies exist between the uploaded scanned copies and the Originals submitted by the bidder, the original copy's text, etc., shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Ethics, and the bid shall be liable to be rejected as non-responsive in addition to other punitive actions under the Tender Document for violation of the Code of Ethics.

(iii) The Procuring Entity reserves its right to, but without any obligation to do so, to seek any shortfall information / documents only in case of historical documents which pre-existed at the time of the Bid Opening, and which have not undergone change since then and does not grant any undue advantage to any bidder.

These should be called only on basis of the recommendations of the TEC.

**31. Qualification and Eligibility Criteria**

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

**32. Conversion of tender currencies to Indian Rupees**

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

**33. Schedule-wise Evaluation**

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

**34. Comparison on CIF/FOR Destination Basis**

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

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

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

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

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

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

BRBNMPL reserves its right to grant preferences to eligible bidders under various Government Policies/directives (policies relating to Make in India; MSME; Start-ups etc.):

(i) Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017 (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time. Please refer to Annexure 1 of this SBD.

(ii) Bidders from Micro and/or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time. Please refer to Annexure 3 of this SBD.

(iii) Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20/2/2014-PPD dated 25.07.2016 and subsequent clarifications. Please refer to Annexure 4 of this SBD.

(iv) Any other category of Bidders, as per any Government Policies, announced from time to time, if so provided in this tender.

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

**36. Tenderer's capability to perform the contract**

BRBNMPL, through the above process of tender scrutiny and

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

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

**Consideration of Abnormally Low Bids:** An Abnormally Low bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises substantive concerns as to the Bidder's capability to perform the contract at the offered price. Procuring Entity shall in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price concerning scope, schedule, allocation of risks and responsibilities, and any other requirements of the Tender Document. If, after evaluating the price analyses, procuring entity determines that Bidder has substantively failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity shall reject the bid/proposal, and evaluation shall proceed with the next ranked bidder.

**37. Cartel Formation / Pool Rates**

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

**38. Negotiations**

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

(i) Where the procurement is done on nomination basis (PAC and STE without PAC);

(ii) Procurement is from a single or limited sources of supply;

(iii) Procurements where there is suspicion of cartel formation.

**39. Contacting BRBNMPL**

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

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

**G AWARD OF CONTRACT**

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

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

**41. Award Criteria**

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

**42. Variation of Quantities at the Time of Award**

Normally, there will be no variation of quantities at the time of awarding the contract. However, at the time of awarding the contract, the quantity to be procured shall be re-judged based on

the current data, since the ground situation may have very well changed. In that case, BRBNMPL reserves the right to increase or decrease the tendered quantity by 25 (Twenty-Five) per cent for ordering, if so warranted. A clause would be included in SIT giving further details.

**43. Parallel Contracts**

BRBNMPL reserves its right to conclude Parallel contracts, with more than one bidder (for the same tender) under following circumstances: -

- (i) After due processing, if it is discovered that the quantity to be ordered is far more than what L-1 alone is capable of supplying and there was no prior stipulation in the NIT/ SIT to split the quantities, then the purchaser reserves its rights to distribute the quantity being finally ordered, among the other bidders by counter offering the L1 rate to L2 or higher tenderers.
- (ii) When it is decided in advance to have more than one source of supply due to the critical / strategic / specific nature of the supplies / goods parallel contract stipulation would be declared in the NIT / SIT, clearly stating the manner of deciding relative share of lowest bidder (L1) contractor and the rest of the tenderers should be clearly defined, along with the minimum number of suppliers sought for the contract. Unless otherwise stipulated in the NIT / SIT, in case of splitting in two and three, the ratio of 70:30; 50:30:20, respectively, may be used. These ratios are approximate and BRBNMPL reserves its right to marginally vary quantities to suit capacity of the firm / unit loads of packing or transportation. In such cases the firms should not quote for less than 30% of the tendered quantity; otherwise, their offer would be considered as unresponsive.

**44. Serious Misdemeanours and Integrity Pact**

**44.1 Serious Misdemeanour:** Following would be considered as serious misdemeanours:

- (i) Other than in situations of force majeure, after opening of financial bids, the supplier withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a procurement contract; or (iii) fails to provide performance security or any other document or security required in terms of the bidding documents.
- (ii) If the proprietor of the firm, its employee, partner, or representative is convicted of any offence by a court under the Prevention of Corruption Act, 1988 or under the Indian Penal Code or any other law for the time being in force for offences involving moral turpitude in business dealings.
- (iii) If a firm directly or through an agent violates the code of ethics mentioned in Clause 32 of the GCC or violates Integrity Pact mentioned in clause 43.3 below, in procurement or execution of the contract.
- (iv) Violate the safety or statutory norms that result in industrial accidents leading to loss or injury to life or property or to any other legal liability to The Procuring Entity.
- (v) Employs an Ex-BRBNMPL official, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt BRBNMPL officials or employs an Ex-BRBNMPL official within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- (vi) On account of doubtful loyalty to the country or national security consideration as determined by appropriate agencies of GoI (normally such banning/ blacklisting would be initiated by the central government/ ministry).

**44.2** Besides, suitable administrative actions, like rejecting the offers or delisting of registered firms, BRBNMPL would take other remedies available to it including banning / blacklisting Tenderers committing such misdemeanour, including declaring them ineligible to be awarded BRBNMPL contracts for indefinite or for a stated period.

**44.3 Integrity Pact**

- (i) **Signing of the Integrity Pact:** If so stipulated in the NIT/ SIT, purchaser shall be entering into an Integrity Pact with the bidders as per format enclosed vide Section XX: Integrity Pact, of this tender document. Each page of this Integrity pact proforma would be duly signed by Purchaser's competent signatory. All

pages of the Integrity Pact are to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid and to make binding commitments on behalf of his company. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway. Names and contact details of the Independent Monitor(s) for this Tender are listed in Notice Inviting Tender (NIT).

**Additional Serious Misdemeanour:** As supplement to clause 44.1 above, breaches of any of the provisions of the Integrity Pact by the Bidder or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall be one of the misdemeanours attracting consequences and penalties as mentioned in clause 44.2 above.

**45. Notification of Award of Contract (Letter of Intent)**

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

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

**46. Issue of Contract**

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

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

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

Failure of the successful tenderer in providing performance security within 21 days of receipt of notification of award and / or returning contract copy duly signed within stipulated time shall make the tenderer liable for annulment of the award and forfeiture of its EMD (or enforcement of Bid Securing Declaration), besides taking other administrative punitive actions by BRBNMPL against it.

**48. Return of EMD**

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

**49. Publication of Tender Result**

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

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

**50. Rate Contract Tenders**

**50.1** If tender/contract stipulates explicitly that this is a "Rate Contract" for the supply of the Goods during the period therein specified, then the following additional Contract Conditions shall be applicable:

- (i) Earnest Money Deposit (EMD) is to be furnished by unregistered bidders only.
- (ii) The Rate Contract is only a standing offer from the Contractor. In the Schedule of Requirement, no commitment is given as to the number or quantity of the Goods which shall be ordered during the period of the rate contract; only the anticipated requirement is mentioned without any commitment.
- (iii) The Procuring Entity undertakes to place the supply (withdrawal/off-take) orders for Goods detailed in the Contract at the terms and prices mentioned therein.
- (iv) BRBNMPL reserves the right to conclude more than one rate

- contract for the same item.
- (v) Unless otherwise specified in SIT, the currency of a Rate Contract would normally be for one year.
  - (vi) During the currency of the Rate Contract, BRBNMPL would have the option to short-close the rate contract by serving suitable notice. The prescribed notice period is generally thirty days.
  - (vii) During the currency of the Rate Contract, BRBNMPL would have the option to renegotiate the price with the rate contract holders.
  - (viii) During the currency of the Rate Contract, in case of emergency or for values less than ₹2.5 lakh, BRBNMPL may purchase the same item through ad hoc contract with a new supplier.
  - (ix) Usually, the terms of delivery in rate contracts are FOR dispatching station.
  - (x) Supply orders, incorporating definite quantity of goods to be supplied along with all other required conditions following the rate contract terms, will be issued by BRBNMPL or its nominated Direct Demanding Officers (DDO) for obtaining supplies through the rate contract.
  - (xi) BRBNMPL is entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will be affected beyond the validity period of the rate contract, all such supply will be guided by the terms & conditions of the rate contract.
  - (xii) The rate contract will be guided by "Fall Clause" as described below.

#### 50.2 Fall Clause

GCC clause 30 shall be expressly applicable to Rate Contracts. Any violation of the fall clause would be considered a serious misdemeanour under clause 44 of the GIT and action, as appropriate, would be taken as per provision of that clause.

#### 50.3 Performance Security

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

#### 50.4 Renewal of Rate Contracts

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

#### 51. Prequalification Bidding (PQB)

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

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

**51.3** Unless otherwise stipulated in NIT/ SIT, EMD would be required as per clause 18 of GIT from unregistered bidders. No separate EMD would be called from short-listed bidders for the subsequent procurement bidding. In case a shortlisted bidder does not participate in subsequent procurement bidding, the EMD shall be forfeited.

#### 52. Tenders involving Samples

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

**52.2 Purchaser's Samples:** If indicated in the SIT, a Purchaser's

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

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

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

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

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

#### 53. Expression of Interest (EOI) Tenders:

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

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

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

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

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

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

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

- 53.7 If stipulated in the SIT, the Firm's capacity and Capability may be assessed by a nominated Committee or by a third party nominated by BRBNMPL.
- 53.8 All suppliers who secure the minimum required marks (normally 50% unless otherwise specified in the Section IX) would be short listed. Section IX may alternatively specify minimum qualifying requirement for each of the criteria i.e. minimum years of experience, minimum number of assignments executed, minimum turnover etc. Under such circumstances, all suppliers who meet the minimum requirement, as specified, will be short listed.
- 53.9 In case of EOI for registration of vendors, registration letters would be issued to the short-listed tenderers.
- 53.10 In case of EOI for development / indigenization, these shortlisted tenderers would only be allowed to participate in the subsequent development/ indigenization tenders.
- 54. Tenders for Disposal of Scrap**
- 54.1 Introduction:** The tender is for Sale of Scrap material lying at various locations. Details of scrap for sale including Description, Present Condition, Lot Size and its Location would be given in the Section VI - "List of Requirements".
- 54.2 "As Is; Where Is; Whatever Is" Basis of This Sale:**
- 54.2.1** This sale of Scrap is strictly on "As is; Where is; Whatever is" basis. Tenderer must satisfy himself on all matters with regard to quality, quantity, nature of stores etc., before tendering as no complaint or representation of any kind shall be entertained after the safe contract is concluded.
- 54.2.2** The description of lot in the particulars of sale has been given for the purpose of identification thereof only and the use of such description shall not constitute the sale thereof to be sale by description and no sale shall be invalid by reason of any defect or deviation or variation in any lot or on account of any lot not being exactly described and the purchaser shall not be entitled to claim any damage or compensation whatsoever on account of such fault, error in description, weight or the like.
- 54.2.3** All quantities of scrap whether by weight or measurement mentioned in the Tender notice are only approximate and should the quantity, on actual weight or measurement basis as the case may be and whenever delivered on such basis, works out less than the advertised and for projected quantity, the BRBNMPL shall not under any circumstances be liable to make good any such deficiency
- 54.2.4** BRBNMPL reserves right to increase or decrease the quantity of any item or items or terminate the contract at any stage by giving one week's notice. No claim whatsoever shall lie against the BRBNMPL on account of such termination of the contract or variation in the quantity.
- 54.2.5** BRBNMPL shall have the right to remove certain items which it feels were not intended for sale but were inadvertently made a part of the scrap material or of the lot offered for sale lying at the premises or were joined or attached to the material offered for sale.
- 54.2.6** Tenderers desirous of purchasing and participating in the tender must visit the site before submitting the offer, after taking due permission from the concerned Stock Holders. The Tenderers submitting the offers shall be deemed to have visited the site and acquainted themselves thoroughly with materials intended for sale in all respect.
- 54.2.7** Any person giving offer shall be deemed to have made himself fully conversant with the Terms and Conditions of the Tender Sale, as well as the location and condition of the materials being sold and shall be deemed to have agreed to all the stated terms and conditions herein under.
- 54.3 Submission of Offer**
- 54.3.1** Unless specified otherwise in the SIT, tenders shall hold good for acceptance for a minimum period of 90 days (ninety days) from the date of opening of the tenders. The offers of the tenderers shall be irrevocable.
- 54.3.2 Right to Reject all Bids:** The seller reserves the right to accept/reject and cancel any bid, amend the quantity under any lot or withdraw any lot at any stage after acceptance of bid/issue of acceptance letter/sale order/delivery order/deposit of the full sale value by the bidder, without assigning any reason thereof and the value of such material, if paid for, shall be refundable. The seller shall not be responsible for damage/loss to bidders on account of such withdrawal at any stage from the sale.
- 54.3.3** Unless otherwise stated in the SIT, the amount of EMD in such tenders would be 5% of the value of the tender. The Earnest Money shall be forfeited if the tenderer unilaterally withdraws amends, impairs or derogates from his offer in any respect within the period of validity of his offer.
- 54.3.4** If the offer of the tenderer is not accepted by the BRBNMPL, the Earnest Money deposit made by the tenderer shall be refunded to him. No interest shall be payable on such refunds. The EMD deposited by the successful tenderer shall remain with the BRBNMPL till payment of the security deposit (SD) money, as stipulated in relevant Clause, has been made. It may be adjusted as part of the total SD money at the discretion of the BRBNMPL.
- 54.3.5** Duties, taxes and other levies of local bodies, whatever in force, shall be payable extra by the purchaser as per rules applicable to BRBNMPL. Current and valid PAN and Goods and Services Tax Identification Number (GSTIN), wherever applicable, must be provided in the Bid of the Tenderer. Any statutory variations in the rate of taxes/duties are to be borne by the purchaser. GST rates indicated in the e-auction catalogue are only indicative and the actual GST rates as applicable on the date shall be payable by the successful bidders directly to the seller at the time of taking delivery of materials. Tax Collected at Source (TCS) at the prevailing rate may be deducted from all payments made to the buyer. In order to avoid the imposition of penalty, the amount deposited by the successful bidder towards taxes, duties and TCS will be immediately deposited with the concerned tax authorities without waiting for the actual delivery.
- 54.3.6** All arrangement for lifting and transportation of scrap material, including manpower, crane, transport vehicle and trolley etc., if required shall be made by the purchaser concerned only and the BRBNMPL shall not provide or help in providing any such arrangements and the rate quoted by the purchaser must include such and all incidental charges.
- 54.3.7** Registered dealers who are exempted from payment of Goods and Services Tax must give reference to Goods and Services Tax laws which provides such exemption or submit any certificate as issued by the Goods and Services tax authorities and shall be required to submit necessary form duly completed in all respect to BRBNMPL or its representatives before obtaining delivery order, duly signed by the partner of the firm or the person authorized to do so.
- 54.3.8** Evaluation of tenders for Disposal of scrap will be done on similar basis as Tenders for Procurement of Goods, except that the selection of the bidders shall be on the basis of the highest responsive Bidder (H1). In case full quantity is not offered to be taken by the Highest Bidder, parallel contracts would be placed.
- 54.3.9 Sale of Items/Lots Comprising Hazardous Waste:** Sale of hazardous waste items will be governed by the following procedures in addition to guidelines/ notifications issued by the Central/State Pollution Control Board (PCB)/Ministry of Environment and Forests (MoEF) from time to time:
- (i) Sale of old batteries/lead acid batteries will be governed by the Batteries (Management & Handling) Rules, 2001 and its subsequent amendments.
  - (ii) Sale of other categories of hazardous waste items will be governed by the Hazardous Waste (Management, Handling and Transboundary Movement) Rules, 2008 and its subsequent amendments and/or their relevant statutory act/rules.
  - (iii) Sale of e-waste shall be governed by e-Waste (Management and Handling) Rules, 2011.
  - (iv) Bidders must submit a notarized copy of the valid registration certificates issued by the State (or Union Territory) Pollution Control Board (PCB) and produce it at the time of taking delivery of the materials, failing which their bid will be liable for rejection. In case of lead acid batteries, used/waste oils, and non-ferrous metal wastes, in addition to submitting necessary valid registration from the SPCB, the bidder must also submit a notarized copy of the valid registration certificate from CPCB (or MoEF); and
  - (v) In case of a sale involving inter-state movement of goods, the buyer shall also submit an NOC from the concerned SPCB, with whom the buyer is registered, to the seller before taking delivery,

failing which the buyer will be responsible for the consequences and the seller shall take further decision as may be deemed fit.

**54.4 Notification of Acceptance and Award of Contract:**

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

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

**54.5 Disposal Tenders for Security and Sensitive Machinery and Items:**

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

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

**55. Development and Indigenization Tenders:**

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

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

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

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

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

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

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

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

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

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

**55.9 Quantity for Development Commitment**

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

**55.10 Period of Development Commitment**

A newly developed firm would be granted this facility till only three years after completing the initial Development order. However, this facility is not a bar to the firm from competing with already established firms for quantities larger than 20% provided

their prices and performance so warrant. Thereafter they would have to compete on equal terms with other already developed firms.

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**भाग / Section III:**

**निविदाकर्ताओं के लिए विशेष अनुदेश / 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).

SI. No.	GIT Clause	Topic	SIT Provision
1	1, 2,	PREAMBLE-Introduction, Language of Tender	No Change
2	3	Eligible Tenderers	Applicable.
3	4	Eligible Goods & Services (Origin of Goods)	Applicable.
4	5, 6, 7	Tendering Expense, TENDER DOCUMENTS, Amendments to Tender Documents	No Change
5	8	Pre bid Conference	Not Applicable
6	9	Time Limit for receiving request for clarification of Tender Documents	In case of any clarification, please contact BRBNMPL, (at least 07 days prior to the scheduled opening of the tender).
7	10, 11, 12	Documents Comprising the Tender, Tender Currencies, Tender Prices	No Change
8	12.8	GST	No Change
9	14	Firm Price / Variable Price	The quoted rates (inclusive of all taxes) shall be <b>firm and fixed</b> and shall not be subject to any variation/escalation (except Statutory Payments against submission of documentary evidence) on any account during the contract period.
10	18	EMD	Not Applicable (Bid security declaration to be submitted Annexure 1)
11	19	Tender Validity	120 days from date of opening of tender.
12	20	Number of Copies of Tenders to be submitted	The Bids are to be submitted in person at Corporate Office, BRBNMPL, Bengaluru
13	21, 22, 23, 24, 25	Submission of Tenders, Late Tender, Alteration and Withdrawal of Tender, Opening of tenders, Basic Principle	No Change
14	31	Qualification and Eligibility Criteria	No change



15	35. 2	Additional Factors for Evaluation of Offers	<p>Supplement with the following: Prospective bidders should meet our tender conditions and terms and conditions should be strictly as per given specification without counter conditions. Tender shall be finalized on <b>the basis of Overall Lowest (L1) Bidder</b> from eligible bidders as per Section XI and as per other terms &amp; conditions of the tender.</p> <p>Evaluation of bid shall be done on following basis: -</p> <p><b>a)</b> Evaluation of the Technical Bid will be done first.</p> <p><b>b)</b> Only bidders meeting the Bid Evaluation Criteria and other terms &amp; conditions as defined in the tender documents shall be considered for price bid opening.</p> <p><b>c)</b> The bidder(s) identified as quoted lowest premium amount among all the bidders will be declared the L1 bidder and accordingly rest of the bidders will also be rated as L2, L3...Ln in ascending order depending upon their quoted premium amount in the price bid.</p> <p><b>d)</b> In case of tie in quoted premium rates, at any stage between/among bidders, the bidder having higher turnover (Total Net Premium) in the last Financial Year 2022-23 (in case Accounts for the FY 2022-23 are not finalized, Turnover for FY 2021-22 shall be considered) shall be declared lowest between/among them.</p> <p><b>e)</b> BRBNMPL reserves the right to share the business with any other co-insurer at its discretion.</p> <p>BRBNMPL reserves the right to reject any or all bids without assigning any reason thereof and BRBNMPL's decision in this regard shall be final and binding on all the bidders.</p> <p>Tender is non-splitable.</p>
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			<p>f) However, BRBNMPL does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity tender or cancel the tender without assigning any reason what so ever.</p> <p>g) BRBNMPL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.</p> <p>h) Quoted Rate should be in words and figures. Any discrepancy between words and figures, the price in words shall prevail. Insertions, postscripts, additions and alterations shall not be recognized, unless authenticated by the tenderer's signature. In case of discrepancy between unit premium rate and total premium for sum insured, the unit premium rate will be considered for evaluation.</p> <p>i) All decisions by BRBNMPL on the evaluation of bids will be final and binding on the Bidders and is not subject to any scrutiny.</p> <p>j) Any effort by a bidder to influence BRBNMPL personnel or representatives on matters relative to the bid under study in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning award of contract may result in rejection of his bid</p>
16	35.3	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders	Not Applicable
17	43	Parallel Contracts	Not Applicable
18	45, 46, 47	Notification of Award, Issue of Contract, Non-receipt of Performance Security and Contract by BRBNMPL	<p>No change</p> <p>a) On finalisation of Tender, Notification of Award of Contract (NOA) will be issued by BRBNMPL to successful bidder.</p> <p>b) Non-Acceptance of Notification of Award of Contract (NOA) may lead cancellation of Notification of Award of Contract (NOA).</p> <p>c) Time Schedule will be considered from the date issue of Notification of Award of Contract (NOA).</p>

19	50. 1, 50. 3	Tender For rate Contracts	Applicable
20	51. 1, 51. 2	PQB Tenders	Not Applicable
21	52. 1, 52. 3, 52. 5	Tenders involving Purchaser's & Pre - Production Samples	Not applicable
22	53. 4, 53. 5, 53. 7	EOI Tenders	Not applicable
23	54. 3. 1, 54. 5. 2	Tenders for Disposal of Scrap	Not applicable
24	55. 2, 55. 3, 55. 7, 55. 8	Development/Indigenizati on Tenders	Not applicable

**भाग / Section IV: संविदा की सामान्य शर्तें /  
General Conditions of Contract (GCC)  
(For complete details refer our website  
[www.brbnmpl.co.in](http://www.brbnmpl.co.in) under downloads)**

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

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

**1.1 Interpretation and Definitions:**

- (i) The heading of these conditions shall not affect the interpretation or construction thereof.
- (ii) "Writing" or "Written" includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal, as the case may be.
- (iii) Words in the singular include the plural and vice-versa.
- (iv) Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- (v) Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.
- (vi) Any reference to 'Goods' shall be deemed to include the incidental Works/Services also while any reference to 'Services' shall be deemed to include the incidental Works/Goods also.
- (vii) Any generic reference to GCC shall also imply a reference to SCC as well.
- (viii) In case of conflict, provisions of SCC shall prevail over those in GCC.
- (ix) Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, SCC) as described in GCC-clause 2.5.
- (x) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.
- (xi) "Allied Firms" are all business entities that are within the 'controlling ownership interest' (ownership of or entitlement to more than twenty-five percent of the company's shares or capital or profits) or 'control' (including the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements) of the principal firm acting alone or together or through one or more juridical persons. All successor firms or assigns of the principal firm shall be considered allied firms.
- (xii) "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in specific contexts) means an offer to supply goods, services or execution of works made as per the terms and conditions set out in a document inviting such offers.
- (xiii) "Bidder" (including the term 'Bidder', 'consultant' or 'service provider' in specific contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a Tender Process.
- (xiv) "Bill of Quantities" (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the bid.
- (xv) "Consignee" means the person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.
- (xvi) "Contract" (including the terms 'Purchase Order' or 'Supply Order' or 'Withdrawal Order' or 'Work Order' or 'Consultancy Contract' or 'Contract for Services', 'Rate

Contract' or 'Framework Contract' or 'Letter of Intent - Lol' (letter or memorandum communicating to the contractor the acceptance of his bid) or 'Agreement' or a 'Repeat Order' accepted/acted upon by the contractor or a 'formal Agreement', under specific contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country;

- (xvii) "Contractor" (including the terms 'Supplier' or 'Service Provider' or 'Consultant' or 'Firm' or 'Vendor' or 'Manufacturer' or 'Successful Bidder' under specific contexts) means the person, firm, company, or a Joint Venture with whom the contract is entered into and shall be deemed to include the contractor's successors (approved by the Procuring Entity), agents, subcontractor, representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract;
- (xviii) "Day", "Month", "Year" shall mean calendar day/ month or year (unless reference to financial year is clear from the context).
- (xix) "Drawing" means the drawing or drawings specified in or annexed to the Specifications or the Tender Document/Contract;
- (xx) "Earnest Money Deposit" (EMD) means monetary guarantee to be furnished by a Tenderer along with its tender.
- (xxi) "Goods" (including the terms 'Stores', 'Material(s)' in specific contexts) includes all articles, material, commodity, livestock, medicines, furniture, fixtures, raw material, consumables, spare parts, instruments, machinery, equipment, industrial plant, vehicles, aircrafts, ships, railway rolling stock assemblies, subassemblies, accessories, a group of machines comprising an integrated production process or such other categories of goods or intangible products like technology transfer, licenses, patents or other intellectual properties (but excludes books, publications, periodicals, etc., for a library) under specific context), procured or otherwise acquired by a Procuring Entity. Any reference to Goods shall be deemed to include certain small work or some services, which are incidental or consequential to the supply of such goods, such as transportation, insurance, installation, commissioning, training and maintenance.
- (xxii) "Government" means the Central Government or a State Government as the case may be and includes agencies and Public Sector Enterprises under it, in specific contexts;
- (xxiii) "Inspection" means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the goods or services or works, and comparing the same with the specified requirement to determine conformity.
- (xxiv) "Inspecting Officer" means the person, or organisation specified in the contract for the purpose of inspection under the contract and includes his / their authorised representative;
- (xxv) "Intellectual Property Rights" (IPR) means the rights of the intellectual property owner concerning a tangible or intangible possession/ exploitation of such property by others. It includes rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI).
- (xxvi) "Joint Venture" means a Joint Venture or a Consortium (that is an association of several persons, or firms or companies - also referred to as JV/C)
- (xxvii) "Purchaser" means BRBNMPL - the organization purchasing goods and services as incorporated in the documents;
- (xxviii) "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser;
- (xxix) "Parties": The parties to the contract are the "Contractor" and the "Purchaser", as defined above;
- (xxx) "Performance Security" (includes the terms 'Security Deposit' or 'Performance Bond' or 'Performance Bank Guarantee' or other specified financial instruments in specific contexts) means monetary guarantee to be furnished by the successful Tenderer for due performance of the contract placed on it.
- (xxxi) "Place of Delivery": The delivery of the stores shall be

deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer, if so provided in the contract:

- a) The consignee at his premises; or
- b) Where so provided, the interim consignee at his premises; or
- c) A carrier or other person named in the contract for the purpose of transmission to the consignee; or
- d) The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.
- (xxxii) "Procurement" or "public procurement" (or 'Purchase', or 'Government Procurement/Purchase' including an award of Public-Private Partnership projects, in specific contexts) means the acquisition of Goods/Services/works by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, gifts, private investment etc.) of goods, works or services or any combination thereof, by a Procuring Entity, whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration. The term "procure" / "procured" or "purchase" / "purchased" shall be construed accordingly;
- (xxxiii) "Scheduled Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934.
- (xxxiv) "Services" is defined by exception as any subject matter of procurement other than goods or works, except those incidental or consequential to the service, and includes physical, maintenance, professional, intellectual, training, consultancy and advisory services or any other service classified or declared as such by a Procuring Entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf. It includes 'Consultancy Services' and 'Other (Non-consultancy) Services'.
- (xxxv) "Specification" or "Technical Specification" means the drawing/ document/standard or any other details governing the construction, manufacture or supply of goods or performance of services that prescribes the requirement to which goods or services have to conform as per the contract.
- (xxxvi) "Signed" means ink signed or digitally signed with a valid Digital Signature as per IT Act 2000 (as amended from time to time). It also includes stamped, except in the case of Letter of Award or amendment thereof.
- (xxxvii) "Tender"; "Tender Document"; "Tender Enquiry" or "Tender Process": 'Tender Process' is the whole process from the publishing of the Tender Document till the resultant award of the contract. 'Tender Document' means the document (including all its sections, appendices, forms, formats, etc.) published by the Procuring Entity to invite bids in a Tender Process. The Tender Document and Tender Process may be generically referred to as "Tender" or "Tender Enquiry", which would be clear from context without ambiguity.
- (xxxviii) "Test" means such test as is prescribed by the particulars governing the construction, manufacture or supply of Goods as may be prescribed by the contract or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer;
- (xxxix) "Works" refer to any activity, sufficient in itself to fulfil an economic or technical function, involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labour, machinery and equipment. Supply of some materials or certain services may be incidental or consequential to and part of such works. The term "Works" includes (i) civil works for the purposes of roads, railway, bridges, buildings, irrigation systems, water supply, sewerage facilities, dams, tunnels and earthworks; and so on, and (ii) mechanical and electrical works involving fabrication, installation, erection, repair and maintenance of a mechanical or electrical nature relating to machinery and plants.

## 1.2 Abbreviations:

"AAEC"	means "Appreciable Adverse Effect on Competition" per Competition Act
"BG"	means Bank Guarantee
"BL or B/L"	means Bill of Lading
"BOQ"	means Bill of Quantities
"BSD"	means Bid Securing Declaration
"BNPMIPL"	means Bank Note Paper Mill India Private Limited
"BRBNMPL"	means Bhartiya Reserve Bank Note Mudran Private Limited
"CD"	means Custom Duty
"CFR"	means Cost and Freight (port of destination)
"CIF"	means Cost, Insurance and Freight (port of destination)
"CMD"	means Chairman and Managing Director
"CPSU"	means Central Public Sector Undertaking
"DAP"	means Delivered at Place (Destination)
"DDO"	means Direct Demanding Officer in Rate Contracts
"DEA"	means Department of Economic Affairs
"DoCC"	means Currency and Coins Division in Department of Economic Affairs
"DGS&D"	means Directorate General of Supplies and Disposal
"DP"	means Delivery Period
"DPIIT"	means Department for Promotion of Industry and Internal Trade
"DSC"	means Digital Signature Certificate
"ECS"	means Electronic clearing system
"EFT/NEFT"	means (National) Electronic Funds Transfer
"EMD"	means Earnest money deposit
"EOI"	means Expression of Interest (Tendering System)
"e-RA"	means Electronic Reverse Auction
"ERV"	means Exchange rate variations
"FAS"	means Free Alongside Ship (port of loading)
"FOB"	means Freight on Board (port of loading)
"FOR"	means Free on Rail (named Station)
"GCC"	means General Conditions of Contract
"GeM"	means Government e-Marketplace
"GIT"	means General Instructions to Tenderers
"GoI"	means Government of India
"GST"	means Goods and Services Tax
"H1, H2 etc."	means First Highest, Second Highest Offers etc. in Disposal Tenders
"HSN"	means Harmonized System of Nomenclature
"IEM"	means Independent External Monitor
Incoterms	means International Commercial Terms, 2000 (of IC)
"INR"	means Indian Rupee
"IPR"	means Intellectual Property Rights
"ITC (HS)"	means Indian Tariff Classification (Harmonised System)
"L1, L2 etc."	means First or second Lowest Offer etc.
"LC"	means Letter of Credit
"LD or L/D"	means Liquidated Damages
"LoI"	means Letter of Intent [analogous to LoA – Letter of Award (Acceptance) or Notification of Award of Contract]
"LSI"	means Large Scale Industry
"MI"	means Make in India
"MoF"	means Ministry of Finance
"MSE"	means Micro and Small Scale Enterprise
"MSME"	means Micro, Small and Medium Enterprises
"MSMED"	means MSME Development (Act)
"NIT"	means Notice Inviting Tenders
"NSIC"	means National small industries corporation
"OEM"	means Original Equipment Manufacturer
"PAN"	means Permanent Account Number
"PQB"	means Pre-qualification bidding
"PSU"	means Public Sector Undertaking

"PVC"	means Price variation clause
"RBI"	means Reserve Bank of India
"RC"	means Rate contract
"RCM"	means Reverse Charge Mechanism
"RFI"	means Request for Information
"RFP"	means Request for Proposal
"RFQ"	means Request for Qualification
"RR or R/R"	means Railway Receipt
"SBD" or "TD"	means Standard Bid Document / Tender Document
"SCC"	means Special Conditions of Contract
"SIT"	means Special Instructions to Tenderers
"SPMCIL"	means Security Printing and Minting Corporation Limited
"SSI"	means Small Scale Industry

## 2. A. Application

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

## B. The Contract

### 2.3 Language of Contract

Unless otherwise stipulated in SCC, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/translated accordingly in that language. For purposes of interpretation of the contract, the English documents/translation shall prevail.

### 2.4 Severability

If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.

### 2.5 Contract Documents and their Precedence

The following conditions and documents in indicated order of precedence (higher to lower) shall be considered an integral part of the contract, irrespective of whether these are not appended/referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:

- (i) Valid and authorized Amendments issued to the contract.
- (ii) the Agreement consisting of the initial paragraphs, recitals and other clauses set forth immediately before the GCC and including the formats annexed to it and signatures of Procuring Entity;
- (iii) the Letter of Intent (LoI)
- (iv) Final written submissions made by the contractor during negotiations, if any;
- (v) the SCC
- (vi) the GCC
- (vii) the contractor's bid;
- (viii) any other document listed in the SCC as forming part of this Contract.
- (ix) Integrity Pact, if any

## C. Governing Laws and Jurisdiction

- 2.6 The Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
- 2.7 Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Letter of Intent (LoI, or the contract Agreement, in the absence of LoI) has been issued. The courts at Kolkata or Bengaluru shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.
- 2.8 Besides GCC and SCC, the following Laws shall be applicable:
- (i) Indian Contracts Act, 1872
  - (ii) Sale of Goods Act, 1930
  - (iii) Arbitration and Conciliation Act, 1996 and Arbitration and Reconciliation Amendment Act, 2015
  - (iv) Competition Act, 2002 as amended by Competition

(Amendment Act), 2007

- D. **Contractor's Obligations and restrictions on its Rights Changes in Constitution / financial stakes / responsibilities of a Contract's Business:** The Contractor must proactively keep the Procuring Entity informed of any changes in its constitution / financial stakes / responsibilities during the execution of the contract.

- 2.10 **Obligation to Maintain Eligibility and Qualifications:** The contract has been awarded to the contractor based on specific eligibility and qualification criteria. The Contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor should be pro-actively brought to the notice of the Procuring Entity within seven (07) days of it coming to the Contractor's knowledge. These changes include but are not restricted to change regarding declarations made by it in its bid in Section XVIII: Eligibility Declarations.

- 2.11 **Consequences of a breach of Obligations:** Should the Contractor or any of its Partners or its Subcontractors or the Personnel commit a default or breach of its obligations, the Contractor shall remedy such breaches within 21 days, keeping the Procuring Entity informed. However, at its discretion, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder. The decision of the Procuring Entity as to any matter or thing concerning or arising out of GCC clause or on any question whether the contractor or any partner of the contractor firm has committed a default or breach of any of the conditions shall be final and binding on the contractor.

## E. Permits, Approvals and Licenses

- 2.12 Whenever the supply of Goods and incidental Works/Services requires that the contractor obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to export licence or environmental clearance, if required. If requested by the contractor, the Procuring Entity shall make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor's responsibility in this regard.

## 3. Use of contract documents and information

- 3.1 The supplier shall not, without BRBNMPL's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of BRBNMPL in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this tender document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 3.2 During the process of procurement of Security or Sensitive Machinery and Items, Tender Documents and the specifications / drawings of such items would be issued only to Vendors having security clearance within the validity of such clearance and he shall maintain absolute secrecy and strictly control the number of copies and access to the documents and copies thereof, in addition to safeguards mentioned in sub-para above.
- 3.3 Further, the supplier shall not, without BRBNMPL's prior written consent, make use of any document or information mentioned in GCC sub-clause 3.1 above except for the sole purpose of performing this contract.
- 3.4 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 3.1 above shall remain the property of BRBNMPL and, if advised by BRBNMPL, all copies of all such documents shall be returned to BRBNMPL on completion of the supplier's performance and obligations under this contract.
- 3.5 All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall

become and remain the property of BRBNMPL and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without BRBNMPL's prior written consent. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.

#### 4. Indemnities for breach of IPR Rights

4.1 The contractor shall indemnify and hold harmless, free of costs, the Procuring Entity and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Goods or Services provided by the contractor under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:

- (i) Any design, data, drawing, specification, or other documents or Goods or Services provided or designed by the contractor for or on behalf of the Procuring Entity.
- (ii) The sale by the Procuring Entity in any country of the Services/ products produced by the Goods supplied by the contractor, and
- (iii) The installation of the Goods by the contractor/Delivery of the services or the use of the Goods or Services at the Procuring Entity's Site.

4.2 Such indemnity shall not cover any use of the Goods or Services or any part thereof or any products produced thereby:

- (i) other than for the purpose indicated by or to be reasonably inferred from the contract
- (ii) neither any infringement resulting from the use of the Services or any part thereof,
- (iii) or any service/products produced thereby in association or combination with any other service, equipment, plant, or materials not supplied by the contractor.

4.3 If any proceedings are brought, or any claim is made against the Procuring Entity arising out of the matters referred above, the Procuring Entity shall promptly give the contractor a notice thereof. At its own expense and in the Procuring Entity's name, the contractor may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the Procuring Entity informed.

4.4 If the contractor fails to notify the Procuring Entity within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its behalf at the risk and cost to the contractor.

4.5 At the contractor's request, the Procuring Entity shall afford all available assistance to the contractor in conducting such proceedings or claim and shall be reimbursed by the contractor for all reasonable expenses incurred in so doing.

#### 5. Eligible Goods/Services - Country of Origin and Minimum Local Content

5.1 Unless otherwise stipulated in SCC or Contract, the country of origin of 'Goods' and 'incidental Works/ Service' to be supplied under the contract shall have their origin in India or other countries and must conform to the declaration made by the contractor in its bid regarding but not limited to i) restrictions on certain countries with land-borders with India; ii) minimum local content and location of value addition (Make in India Policy); iii) Contractor's status as MSE or Start-up.

5.2 The term "origin" used in this clause means where the goods (including subcontracted components) are mined, grown, produced, or manufactured or from where the incidental Works/ Services are arranged and supplied.

#### 6. Performance Security

6.1 Within twenty-one (21) days (or any other period mentioned in Tender Document or Contract) after the issue of notification of award (LoI or the contract, if LoI is skipped) by BRBNMPL, the supplier shall furnish to BRBNMPL performance security for an amount of **three to ten percent (3-10%)** of the total value of the contract, valid up to sixty

(60) days (or any other period mentioned in Tender Document or Contract) after the date of completion of all contractual obligations by the supplier, including the warranty obligations.

6.2 For **multi-year Service contracts** which may be of 5-7 years or more, procuring entities may consider to proportionately keep reducing performance security in proportion to the balance service period, wherever feasible. Wherever it is decided to take lower or proportionately reducing performance security, tender conditions may be suitably modified.

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

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

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

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

6.6 If the contractor during the currency of the Contract fails to maintain the requisite Performance Security, it shall be lawful for the Procuring Entity at its discretion:

- (i) to terminate the Contract for Default besides availing any or all contractual remedies provided for breaches/default, or without terminating the Contract:
- (ii) a) recover from the contractor the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with the Procuring Entity, or
- b) treat it as a breach of contract and avail any or all availing any or all contractual remedies provided for breaches/default.

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

#### 6.8 Non-receipt of Performance Security and Contract by BRBNMPL

Failure of the successful tenderer in providing performance security within 21 days of receipt of notification of award and / or returning contract copy duly signed within stipulated time shall make the tenderer liable for annulment of the award and forfeiture of its EMD (or enforcement of Bid Security Declaration), besides taking other administrative punitive actions by BRBNMPL against it.

#### 6.9 No Claim Certificate and Release of Contract Securities

After mutual reconciliations of outstanding payments and assets on either side, the contractor shall submit a 'No-claim certificate' to the Procuring Entity requesting the release of its contractual securities, if any. The Procuring Entity shall release the contractual securities without any interest if no outstanding obligation, asset, or payments are due from the contractor. The contractor shall not be entitled to make any claim whatsoever against the Procuring Entity under or arising out of this Contract, nor shall the Procuring Entity entertain or consider any such claim, if made by the contractor, after he shall have signed a "No Claim" Certificate in favour of the Procuring Entity.

#### 7. Technical Specifications and Standards

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

- 7.2 Incidental Works/Services:** If so stipulated, the contractor shall be required to perform specified incidental Works/Services (e.g., Installation, Commissioning, Operator's Training etc. in case of Supply of Capital Goods/Machinery & Plant) as an integral part of the Goods in the contract or perform/deliver specified incidental Works/Goods as an integral part of the Services in the contract.
- 8. Packing and Marking**
- 8.1** The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 8.2** The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.
- 8.3 Packing instructions:**  
Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections VII and VIII and in SCC under Section V, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:
- contract number and date
  - brief description of goods including quantity
  - the gross weight of the package
  - packing list reference number
  - country of origin of goods
  - consignee's name and full address and
  - supplier's name and address
- 9. Inspection and Quality Control**
- 9.1** BRBNMPL and / or its nominated representative(s) will, without any extra cost to BRBNMPL, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. BRBNMPL shall inform the supplier in advance, in writing, BRBNMPL's programme for such inspection and, also the identity of the officials to be deputed for this purpose.
- 9.2** The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to BRBNMPL's inspector at no charge to BRBNMPL.
- 9.3** If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, BRBNMPL's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to BRBNMPL and resubmit the same to BRBNMPL's inspector for conducting the inspections and tests again.
- 9.4** In case the contract stipulates pre-despatch inspection of the ordered goods at suppliers' premises, the supplier shall put up the goods for such inspection to BRBNMPL's inspector well ahead of the contractual delivery period, so that BRBNMPL's inspector is able to complete the inspection within the contractual delivery period.
- 9.5** If the supplier tenders the goods to BRBNMPL's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to BRBNMPL under the terms & conditions of the contract.
- 9.6** BRBNMPL's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by BRBNMPL's inspector during pre-despatch inspection mentioned above.
- 9.7** Goods accepted by BRBNMPL and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute BRBNMPL's right to reject the same later, if found deficient concerning 'Technical Specifications and Quality Assurance'.
- 10. Terms of Delivery**
- 10.1** Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.
- 10.2 Time is the Essence of the contract:** The time for and the date for delivering the Goods stipulated in the contract or as extended shall be deemed to be of the essence of the contract. Delivery must be completed not later than the date(s) so specified or extended.
- 10.3** Terms of delivery (e.g., F.O.R. destination/CIF/DAP etc.) shall determine the point at which the responsibilities and property in goods passes over from the contractor to the Procuring Entity. These terms also determine the time of delivery.
- 10.4 Transfer of Title of Goods:** Unless otherwise stated in the contract, notwithstanding any inspection and approval by the Inspecting Officer on the contractor's premises, or any payments made to the contractor, property in the Goods (and resultant rights and liabilities) shall not pass on to the Procuring Entity until the Goods have been received, inspected, and accepted by the consignee. The Contractor shall be responsible for all loss, destruction, damage, or deterioration of or to the Goods from any cause whatsoever while the Goods after approval by the Inspecting Officer are awaiting despatch or delivery or are in the course of transit from the contractor to the consignee or, as the case may be, interim consignee. The Contractor shall alone be entitled and responsible for making claims against any carrier in respect of non-delivery, short delivery, mis-delivery, loss, destruction, damage, or deterioration of the Goods entrusted to such carrier by the contractor for transmission to the consignee or the interim consignee as the case may be.
- 10.5 Quantity Tolerance:** Unless otherwise stipulated in the contract, the obligation for completing supplies shall be considered complete if the Goods have been supplied to the tolerance of  $\pm 5\%$  of the quantity or of the total value of goods ordered in the contract. Only the supplied quantity shall be paid for as per the terms of the contract.
- 11. Transportation of Goods**
- 11.1 Part Supplies:** The supplier shall not arrange part-shipments and / or transshipments without the express / prior written consent of BRBNMPL.
- 11.2 Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:** In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.
- 11.3 Shipping Arrangement for Foreign Contracts:** In the case of FOB/FAS contracts, shipping arrangements shall be made by BRBNMPL. The Contractor shall give adequate notice to the Forwarding Agents/Nominees about the readiness of the cargo from time to time and at least six weeks' notice in advance of the required position for finalising the shipping arrangements. In the case of CFR contracts, the Contractor shall arrange shipment in accordance with the instructions from BRBNMPL.



- 11.4 Airlifting:** Should the Purchaser intend to airlift all or some of the stores the Contractor shall pack the stores accordingly on receipt of intimation to that effect from the Purchaser. Such deliveries will be agreed upon well in advance and paid for as may be mutually agreed.
- 12. Insurance:**  
Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:
- (i) In case of supply of domestic goods on CIF/FOR destination basis, the supplier shall be responsible till the entire stores contracted for arrive in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier in its own name and not in the name of BRBNMPL or its Consignee.
- (ii) In the case of FOB and CFR offers for import of Goods, insurance shall be arranged by the Purchaser. However, the supplier must give sufficient notice to the Purchaser prior to the date of shipment, so that the Insurance Cover for the shipment can be activated. The Supplier must co-ordinate so as to ensure that the Shipment sails only with Insurance cover in place.
- (iii) In case of Import of Goods, even in case where the insurance is paid by the Purchaser, and loss or damage shall be made good by the Contractor free of cost, without waiting for the settlement of insurance claim. The payment after settlement of insurance claim shall be reimbursed by the Purchaser to the Contractor. It will be entirely the responsibility of the Contractor to make good loss/damage without waiting for settlement of insurance claim so that machine is commissioned within the time specified in the contract.
- 13. Spare parts**
- 13.1** If specified in the List of Requirements and in the resultant contract, the supplier shall supply / provide any or all of the following materials, information etc. pertaining to spare parts manufactured and / or supplied by the supplier:
- a) The spare parts as selected by BRBNMPL to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
- b) In case the production of the spare parts is discontinued:
- i. sufficient advance notice to BRBNMPL before such discontinuation to provide adequate time to BRBNMPL to purchase the required spare parts etc., and
- ii. immediately following such discontinuation, providing BRBNMPL, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by BRBNMPL.
- 13.2** Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to BRBNMPL promptly on receipt of order from BRBNMPL.
- 14. Incidental services**
- 14.1** Subject to the stipulation, if any, in the SCC (Section V) and the Technical Specification (Section VII), the supplier shall be required to perform any or all of the following services:
- a) Providing required jigs and tools for assembly, start-up and maintenance of the goods
- b) Supplying required number of operation & maintenance manual for the goods
- c) Installation and commissioning of the goods
- d) Training of BRBNMPL's operators for operating and maintaining the goods
- e) Providing after sales service during the tenure of the contract
- f) Providing maintenance service after expiry of the warranty period of the goods if so incorporated in the contract
- 14.2** Prices to be paid to the supplier by BRBNMPL for any of the required incidental services, if not already included in the contract price during the placement of the contract, shall be settled and decided in advance by BRBNMPL and the supplier. However, such prices shall not exceed the contemporary rates charged by the supplier to other customers for similar services.
- 15. Distribution of Despatch Documents for Clearance / Receipt of Goods**
- 15.1** The supplier shall send all the relevant despatch documents well in time to BRBNMPL to enable BRBNMPL to clear or receive (as the case may be) the goods in terms of the contract. Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows:
- 15.2** For Domestic Goods, including goods already imported by the supplier under its own arrangement, within 24 hours of despatch, the supplier shall notify BRBNMPL, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):
- (a) Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;
- (b) Packing list;
- (c) Insurance certificate;
- (d) Railway receipt / Road Consignment note;
- (e) Manufacturer's guarantee certificate and in-house inspection certificate;
- (f) Inspection certificate issued by BRBNMPL's inspector
- (g) Expected date of arrival of goods at destination and
- (h) Any other document(s), as and if specifically mentioned in the contract.
- 15.3** For Imported Goods, within 3 days of dispatch, the supplier will Notify BRBNMPL, consignee and other concerned if mentioned in the contract, the complete details of dispatch and also supply the following documents to them by Courier (or as instructed in the Contract), besides advance intimation by Fax / email:
- (a) Clean on Board Airway Bill/Bill of Lading (B/L)
- (b) Original Invoice
- (c) Packing List (with item-wise gross and net weight)
- (d) Certificate of Origin from Seller's Chamber of Commerce
- (e) Certificate of pre-despatch inspection by BRBNMPL's representative/ nominee
- (f) Certificate of Quality and current manufacture from OEM
- (g) Dangerous Cargo Certificate, if any.
- (h) Insurance Policy of 110% if CIP/CIF contract.
- (i) Performance Bond / Warranty Certificate
- 15.4 Receipt of Consignment - Preliminary Acknowledgement:** At the time of the delivery at the destination, the consignee shall receive the Goods on a "subject to inspection and acceptance in terms of contract" basis and shall issue the preliminary receipt to acknowledge having received the claimed quantity (not the quality) of consignment.
- 16. Warranty**
- 16.1** In general, the supplier should warrant that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by BRBNMPL in the contract. The supplier should further warrant that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and/ or the material used are as per BRBNMPL's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 16.2** Unless otherwise specified in the SCC, this warranty shall remain valid for twelve months after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by BRBNMPL in terms of the contract or for fifteen months from the date of despatch from the supplier's premises for domestic goods (including goods already imported by the supplier under its own arrangement) or for eighteen months after the date of shipment from the port of loading in the source country for imported goods offered from abroad, whichever is earlier.
- 16.3** Obligations of the contractor under the warranty clause shall survive even though:
- a) The Goods may have been inspected, accepted, installed/ commissioned and paid for by BRBNMPL.

- b) The contract is terminated for any reason whatsoever.
- 16.4** BRBNMPL shall promptly notify in writing to the contractor, if during the period above, the said goods/stores/articles are discovered not to conform to the description and quality or have deteriorated, otherwise than by fair wear and tear (the decision of BRBNMPL in that behalf being final and conclusive).
- 16.5** Upon receipt of such notice, the supplier shall, with all reasonable speed (or within the period, if specified in the SCC or contract), repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts / goods after providing their replacements and no claim, whatsoever shall lie on BRBNMPL for such replaced parts/goods thereafter.
- 16.6** A penalty of 0.5% (half per cent) of the contract value for the delay in response time beyond specified time as detailed above shall be recoverable from the Performance/Warranty Guarantee. The maximum penalty for warranty failure will be 5% (Five percent) of the contract value during the whole warranty period. If there is further such delay after reaching this limit, BRBNMPL shall be entitled to encashment of whole of Performance/ Warranty Guarantee Bonds.
- 16.7** In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified / replaced goods shall remain till the original warranty period.
- 16.8** If the supplier, having been notified, fails to rectify / replace the defect(s) within a reasonable period (or within the period, if specified in the SCC or contract), it shall amount to breach of Contract for default and BRBNMPL shall avail any or all remedial action(s) thereunder.
- 17. Assignment**
- 17.1** The Supplier shall not sublet, transfer, or assign, in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with BRBNMPL's prior written permission.
- 18. Sub Contracts**
- 18.1** The Supplier shall notify BRBNMPL in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.
- 18.2** Sub contract shall be only for bought out items and incidental Works/ Services.
- 18.3** Sub contracts shall also comply with the provisions of GCC Clause 5 ("Country of Origin").
- 18.4** If the Contractor sublets or assigns this contract or any part thereof without such permission, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder.
- 19. Modification of contract**
- 19.1** Once a contract has been concluded, the terms and conditions thereof will generally not be varied. However, if necessary, BRBNMPL may suo-moto or, on request from the supplier, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
- (a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for BRBNMPL,
- (b) mode of packing,
- (c) incidental services to be provided by the supplier
- (d) mode of despatch,
- (e) place of delivery, and
- (f) any other area(s) of the contract, as felt necessary by BRBNMPL depending on the merits of the case.
- 19.2** In the event of any such modification / alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/ or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by BRBNMPL, the supplier shall convey its views to BRBNMPL within twenty-one days from the date of the supplier's receipt of BRBNMPL's amendment / modification of the contract.
- 19.3 Option Clause:** By a suitable provision in the SCC, the Purchaser may reserve the right to increase the ordered quantity by 25% at any time, till final delivery date of the contract, by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of Delivery Period.
- 19.4 Repeat Order:** By a suitable provision in the SCC, the Purchaser may reserve the right to procure additional 50% of the ordered quantity within 6 months from the date of last supply by placing repeat order against the previous order with same rate and terms and conditions. However, both optional quantity and repeat order quantity together shall not exceed 50% of the initial ordered quantity.
- 20. Prices**
- 20.1** Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender or during negotiations, if any, and incorporated in the contract except for any price adjustment authorized in the SCC.
- 20.2 Price Variation:** If the Price Variation clause is applicable as per the contract, the price shall be subject to adjustment to take care of the changes in the cost of labour, material, and fuel/power components as per the price variation formula specified therein.
- 20.3 Exchange Rate Variation:** The offer of the tenderer should indicate import content and the currency used for calculating import content. The Base Exchange rate of each significant currency used for calculating the Foreign Exchange content of the contract shall be as prevailing on the last deadline for submission of Techno-commercial Bids, and variation beyond the base Exchange Rate shall be calculated up to the midpoint of the delivery period, unless firm has already indicated the time schedule within which material will be imported by the firm. In case delivery period is refixed / extended, ERV will not be admissible, if this is due to default of the supplier.
- Documents for claiming ERV:
- (i) A bill of ERV claim enclosing working sheet
- (ii) Banker's Certificate/debit advice detailing F.E. paid and exchange rate prevailing on the date as applicable.
- (iii) Copies of import order/agreement placed on supplier
- (iv) Invoice of supplier for the relevant import order
- 21. Taxes and Duties**
- 21.1** Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to BRBNMPL. Further instruction, if any, shall be as provided in the SCC.
- 21.2** If applicable under relevant tax laws and rules, BRBNMPL shall deduct from all payments and deposit required taxes to respective authorities on account of GST Reverse Charge Mechanism; Tax Deducted at Source (TDS), and Tax Collected at Source (TCS) relating to Income Tax, labour cess, royalty etc.
- 21.3** The payment of GST and GST Cess to the contractor shall be made only on the latter submitting a GST compliant Bill / invoice indicating the appropriate HSN code and applicable GST rate thereon duly supported with documentary evidence as per the provision of relevant GST Act and the Rules made there under. The delivery shall be shown being made in the name, location/ state, and GSTIN of the consignee only; the location of the procurement office of the procuring entity has no bearing on the invoicing.
- 21.4** The supply of Goods or services or both, if imported into India, shall be considered as supply under inter-state commerce / trade and shall attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty applicable thereon'.
- 21.5** While claiming reimbursement of duties, taxes etc. (like GST) from the Procuring Entity, as and if permitted under the contract, the contractor shall also certify that in case it gets any refund out of such taxes and duties from the concerned

authorities at a later date, it (the contractor) shall refund to the Procuring Entity, the Procuring Entity's share out of such refund received by the contractor. The Contractor shall also refund the appropriate amount to the Procuring Entity immediately on receiving the same from the concerned authorities.

- 21.6** All necessary adjustment vouchers such as Credit Notes/ Debit Notes for any short/ excess supplies or revision in prices or any other reason under the contract shall be submitted to the Procuring Entity in compliance with GST provisions.
- 21.7** Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the nett balance payment due.
- 21.8** In case of Price Variation or Exchange Rate variation, or any other variation is applicable, GST shall be applicable on the nett invoice value after the variation is taken into account.
- 21.9** GST shall be paid as per the rate at which it is liable to be assessed or has been assessed provided the transaction of the sale is legally liable to such taxes and is payable as per the terms of the contract subject to the following conditions:
- (i) The Procuring Entity shall not pay a higher GST rate if leviable due to any misclassification of HSN number or incorrect GST rate incorporated in the contract due to contractor's fault. Wherever the contractor invoices the Goods at GST rate or HSN number, which is different from that incorporated in the contract, payment shall be made as per GST rate, which is lower of the GST rates incorporated in the contract or billed.
- (ii) However, the Procuring Entity shall not be responsible for the contractor's tax payment or duty under a misapprehension of the law.
- (iii) Bidder is informed that he shall be required to adjust his basic price to the extent required by a higher tax rate billed as per invoice to match the all-inclusive price mentioned in the contract.
- (iv) In case of profiteering by the contractor relating to GST tax, the Procuring Entity shall treat it as a violation of the Code of Integrity in the contract and avail any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act.
- (v) The contractor should issue Receipt vouchers immediately on receipt of all types of payments along with tax invoices after adjusting advance payments, if any, as per Contractual terms and GST Provisions.
- (vi) Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the nett balance payment due.
- 21.10 Statutory Variation Clause:** Unless otherwise stated in the contract, statutory increase in applicable GST rate only during the original delivery period shall be to Procuring Entity's account. Any increase in the rates of GST beyond the original completion date during the extended delivery period shall be borne by the contractor. The benefit of any reduction in GST rate must be passed on to the Procuring Entity during the original and extended delivery period. However, GST rate amendments shall be considered for quoted HSN code only, against documentary evidence, provided such an increase of GST rates after the last date of bid submission.
- 21.11 Duties/Taxes on Raw Materials:** The Procuring Entity is not liable for any claim from the contractor on account of fresh imposition and/ or increase (including statutory increase) of GST, customs duty, or other duties on raw materials and/ or components used directly in the manufacture of the contracted Goods taking place during the pendency of the contract unless such liability is expressly agreed to in terms of the contract.
- 22. Terms and Mode of Payment:** Unless specified otherwise in SCC, the terms of payments would be as follows:
- 22.1** Unless otherwise specified in SCC, usual payment term is 100% on receipt and acceptance of goods by the consignee (Stores section) and on production of all required documents by the supplier.
- 22.2 For Domestic Goods:** Unless otherwise specified in the SCC, payments to suppliers are usually made by account payee cheque or through ECS only. In case of non-payment through

EFT, or where EFT facility is not available, payment may be released through cheque.

- 22.2.1** Where the terms of delivery is FOR dispatching Station, the payment terms, depending on the value and nature of the goods, mode of transportation etc. maybe 60% to 90% (as specified in SIT) on proof of dispatch and other related documents and balance on receipt at site and acceptance by the consignee (Stores section).
- 22.2.2** Where the terms of delivery is delivery at site / CIF Destination / FOR destination, usual payment term is 100% on receipt and acceptance of goods by the consignee (Stores section) and on production of all required documents by the supplier.
- 22.2.3** Where goods to be supplied also need installation and commissioning by the supplier, the payment terms are generally as under:
- (a) For a contract with terms of delivery as FOR dispatching station
- i. 60% on proof of dispatch along with other specified documents
- ii. 30% on receipt of the goods at site by the consignee (Stores section) and balance
- iii. 10% on successful installation and commissioning and final acceptance by the consignee (User department)
- (b) For a contract with terms of delivery as Delivery at site/CIF Destination/FOR destination
- i. 90% on receipt and acceptance of goods by the consignee (Stores section) at destination and on production of all required documents by the supplier
- ii. 10% on successful installation and commissioning and final acceptance by the consignee (User department)
- 22.3 For Imported Goods:** Unless otherwise specified in SCC, payments are made through an irrevocable Letter of Credit (LC).
- (a) Cases where Installation, Erection and Commissioning (if applicable) **are not the responsibility of the Supplier** - 90% net FOB/FAS/ CFR/CIF/CIP price is to be paid against invoice, shipping documents, inspection certificate (wherever applicable), manufacturers' test certificate, etc. and balance 10% on receipt of goods and after ascertaining its suitability by the consignee (User department).
- (b) Cases where Installation, Erection and Commissioning **are the responsibility of the Supplier** - 80% to 90% net FOB/FAS/CFR/CIF/ CIP price (as specified in the SCC) will be paid against invoice, inspection certificate (where applicable), shipping documents etc. and balance 10% - 20% within 21-30 days of successful installation and commissioning at the consignee's premises and final acceptance by the consignee (User department).
- 22.4** Unless specified otherwise in the SCC, the following general conditions will apply for payment to the supplier.
- 22.5** In Domestic Contracts, payments shall only be made in Indian Rupees. In Global Tenders, payment to foreign bidders shall be made in the currency/ currencies authorized in the contract.
- 22.6** The supplier shall send its claim for payment in writing as per Section XIX - "Proforma for Bill for Payments", when contractually due, along with relevant documents etc., duly signed with date, as specified in SCC and in a manner as also specified therein.
- 22.7** While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 22.8** The important documents which the supplier is to furnish while claiming payment are:
- a) Original Invoice (GST compliant)
- b) Packing List (with item-wise gross and net weight)
- c) Certificate of country of origin of the goods from seller's Chamber of Commerce in case of imported goods
- d) Certificate of pre-dispatch inspection by BRBNMPL's representative / nominee
- e) Manufacturer's test certificate
- f) Performance / Warrantee Bond
- g) Certificate of insurance

- h) Clean on Bill of lading / Airway bill / Rail receipt or any other dispatch document, issued by a government agency (like postal department) or an agency duly authorized by the concerned ministry / department
- i) Consignee's Certificate confirming receipt and acceptance of goods in case of payment after receipt and acceptance
- j) Dangerous Cargo Certificate, if any, in case of imported goods.
- k) Any other document specified.
- 22.9** While claiming reimbursement of duties, taxes (like GST, Customs duty and any other similar duties and taxes) from BRBNMPL, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to BRBNMPL. The supplier shall also refund the applicable amount to BRBNMPL immediately on receiving the same from the concerned authorities.
- 22.10** In case where the supplier is not in a position to submit its bill for the balance payment for want of receipt copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
- (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
- (b) Delay in supplies, if any, has been regularized.
- (c) The contract price where it is subject to variation has been finalized.
- (d) The supplier furnishes the following undertakings:  
*"I/We, \_\_\_\_\_ certify that I/We have not received back the Inspection Note duly received by the consignee or any communication from BRBNMPL or the consignee about non-receipt, shortage or defects in the goods supplied. I / We agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment or six months from the date of dispatch whichever is later."*
- 22.11 Withholding and lien in respect of sums claimed:** Whenever any claim or claims for payment of a sum of money arises against the contractor, out of or under the contract, BRBNMPL shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain such sum or sums, in whole or in part pending finalisation or adjudication of any such claim from:
- (i) any security or retention money, if any, deposited by the contractor.
- (ii) any sum(s) payable till now or hereafter to the contractor under the same Contract or any other contract with BRBNMPL if the security is insufficient or if no security has been taken from the contractor.
- 22.12 Payment Against Time-Barred Claims:** All claims against BRBNMPL shall be legally time-barred after three years calculated from the date when the payment falls due unless the payment claim has been under correspondence. BRBNMPL is entitled to, and it shall be lawful for it to reject such claims.
- 23. Delay in the supplier's performance**
- 23.1** The time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be the essence of the contract and the supplier shall deliver the goods and perform the services under the contract within the time schedule specified by BRBNMPL in the List of Requirements and as incorporated in the contract.
- 23.2** Subject to the provision under GCC clause 28, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions besides any administrative action:
- a) Imposition of liquidated damages,
- b) Forfeiture of its performance security and
- c) Termination of the contract for default.
- 23.3** If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform BRBNMPL in writing about the same and its likely duration and make a request to BRBNMPL for extension of the delivery schedule accordingly. On receiving the supplier's communication, BRBNMPL shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 23.4** When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
- a) **Liquidated Damages:** BRBNMPL shall recover from the supplier, under the provisions of the clause 24 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
- b) **Denial Clause:**  
 i. That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, Goods and Services Tax or on account of any other duties and taxes which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- ii. Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date.
- iii. But nevertheless, BRBNMPL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, Goods and Services Tax or any other duty or tax or levy or on account of any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause, which takes place after the expiry of the date of delivery stipulated in the contract.
- 23.5** The supplier shall not despatch the goods after expiry of the delivery period. The supplier is required to apply to BRBNMPL for extension of delivery period and obtain the same before despatch. In case the supplier despatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against BRBNMPL.
- 24. Liquidated damages**
- 24.1** Subject to GCC clause 28, if the supplier fails to deliver any or all of the Goods or fails to perform the services within the time frame(s) incorporated in the contract, BRBNMPL shall, without prejudice to other rights and remedies available to BRBNMPL under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% percent (or any other percentage if prescribed in the SCC) of the delivered price of the delayed goods and / or services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% (or any other percentage if prescribed in the SCC) of the delayed 'goods' or 'services' contract price(s). During the above-mentioned delayed period of supply and / or performance, the denial clause incorporated under GCC sub-clause 23.4 above shall also apply.
- 25. Custody and Return of BRBNMPL's Materials / Equipment / Documents loaned to Contractor**
- 25.1** Whenever stores are required to be issued to the firm/contractor for fabrication or prototypes or sub-assemblies are issued for guidance in fabrication, these would be issued against appropriate Bank Guarantee as

specified in SCC. In addition to the Bank Guarantee, appropriate insurance may be asked if specified in the SCC.

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

#### 26. Breach of Contract - Termination for default

26.1 BRBNMPL, without prejudice to any other contractual rights and remedies available to it for breach of contract, such as removal from the list of registered supplier, may, by written notice of default sent to the supplier, terminate the contract in whole or in part:

- (i) If the supplier fails to deliver any or all of the stores or services within the time period(s) specified in the contract, or any extension thereof granted.
- (ii) If the supplier fails to perform any other obligation (including Code of Ethics or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period specified in the contract or any extension thereof granted.
- (iii) If the supplier is found to have made any false or fraudulent declaration or statement to get the contract or he is found to be indulging in unethical or unfair trade practices.
- (iv) When the item offered by the supplier repeatedly fails in the inspection and/or the supplier is not in a position to either rectify the defects or offer items conforming to the contracted quality standards.
- (v) When both parties mutually agree to terminate the contract.
- (vi) Any special circumstances, which must be recorded to justify the termination of a contract.
- (vii) In pursuance of an award given by a Court of Law.

26.2 In the event BRBNMPL terminates the contract in whole or in part, pursuant to GCC sub-clause 26.1 above, BRBNMPL may take recourse to any one or more of the following actions:

- (i) Invoke the performance security;
- (ii) Invoke the risk purchase clause - BRBNMPL may procure goods and/ or services similar to those undelivered, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the supplier and the supplier shall be liable to BRBNMPL for the extra expenditure, if any, incurred by BRBNMPL for arranging such procurement;
- (iii) Any other action as deemed appropriate.

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

26.4 All warranty obligations, if any, shall continue to survive despite the termination.

26.5 **Limitation of Liability:** Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the contractor to the Procuring Entity, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify the Procuring Entity concerning IPR infringement.

#### 27. Breach of Contract - Termination for insolvency

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

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

bankruptcy or insolvency of the supplier and such stores in possession of the supplier shall be earmarked and be delivered to BRBNMPL before the start of the bankruptcy or insolvency process.

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

#### 27.4 Escrow Arrangement

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

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

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

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

#### 28. Force Majeure

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

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

28.3 In case due to a Force Majeure event BRBNMPL is unable to fulfil its contractual commitment and responsibility, BRBNMPL will notify the supplier accordingly and

subsequent actions taken on similar lines described in above sub-paragraphs.

**29. Termination for convenience**

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

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

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

**30. Fall Clause**

*This clause shall be applicable only if explicitly invoked in SCC. Nevertheless, Fall Clause shall be expressly applicable in case of Rate Contract.*

**30.1** The price charged for the Goods supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the Goods or offers to sell Goods of identical description, to any persons/organisations including the Procuring Entity or any Department or Undertaking of the Central Government, as the case may be during the currency of the contract. Contractor shall forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price payable under the contract for the Goods supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

**30.2** The above stipulation shall, however, not apply to:

- (i) Exports by the contractor
- (ii) Sale of Goods as original equipment at prices lower than the prices charged for normal replacement
- (iii) Sale of perishable Goods having a limited shelf life, such as drugs that have expiry dates

**30.3** The contractor shall furnish the following certificate with each bill for payment of supplies made against the contract. *"We certify that there has been no reduction in the sale price of the Goods of description identical to the Goods supplied to BRBNMPL under the contract herein, and such Goods have not been offered/sold by me/us to any person/organisation including any Ministry/ Department/Attached and Subordinate Office/Public Sector Undertaking of Central or State Government(s) as the case may be upto the date of bill / the date of completion of Contract at a price lower than the price charged under this contract except for the quantity of Goods categories under (i), (ii) and (iii) of sub-clause (30.2) above, details of which are as follows:-"*

**31. Notices**

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

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

**32. Code of Ethics, Obligations, Penalties and Punishments**

**32.1** **Code of Ethics:** Officers and staff of BRBNMPL as well as Bidders, Suppliers, Contractors, and Consultants under BRBNMPL contracts shall observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the

procurement process or during execution of resultant contracts:

- (i) **"Corrupt practice"** making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- (ii) **"Fraudulent practice"** any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- (iii) **"Anti-competitive practice"** - any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness, and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- (iv) **"Coercive practice"** harming or threatening to harm, persons, or their property to influence their participation in the procurement process or affect the execution of a contract;
- (v) **"Conflict of interest"** - participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract from which particular procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have relationship or financial or business transactions with any officer in Procuring entity, who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain; and
- (vi) **"Obstructive practice"** - materially impede procuring entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information;

**32.2 Obligations for proactive disclosures:**

- (i) Procuring authorities as well as bidders, suppliers, contractors, and consultants, are obliged under this Code of Ethics to suo-moto proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and when these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of ethics.
- (ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such code of ethics with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of ethics.

**32.3 Penalties and Punishments**

A particular violation of ethics may span more than one of above-mentioned unethical practices. Without prejudice to and in addition to the rights of the procuring entity to other penal provision as per the bid-documents or Contract, If the Procuring Entity comes to a conclusion that a (prospective) bidder or contractor directly or through an agent has violated this Code of Ethics in competing for the contract or in executing a contract, the Procuring Entity may take appropriate measures including:

**32.3.1 if his bids are under consideration in any procurement**

- (i) Rejection and exclusion of the bidder from the procurement process;
- (ii) Calling off of any pre-contract negotiations and forfeiture or encashment of bid security;
- (iii) Forfeiture or encashment of any other security or bond relating to the procurement;
- (iv) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;

- (v) Recovery of payments made by the procuring entity along with interest thereon at prevailing rate;
- (vi) Holiday Listing, Removal from the list of approved vendors and banning/debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;
- (vii) In case of Anti-competitive practices, information for further processing may be filed with the Competition Commission of India.
- (viii) Initiation of suitable disciplinary or criminal proceedings against any individual staff found responsible.

**33. Resolution of disputes**

In case of any dispute or difference or question arising out of or in connection with or in relation to the contract or related documents, including, without limitation, their existence, interpretation, performance, or termination (whether during the course of supply or after its completion and whether before or after the determination, abandonment or breach of contract), the Parties (the PURCHASER and the SELLER) shall endeavor to settle such disputes or differences amicably in the following manner:

**33.1 Adjudication**

After exhausting efforts to resolve the Dispute with the Purchasing Officer executing the contract on behalf of the Procuring Entity, the contractor shall give a 'Notice of Adjudication' specifying the matters which are in question, or subject of the dispute or difference indicating the relevant contractual clause, as also the amount of claim item-wise to Head of Procurement or any other authority mentioned in the contract (hereinafter called the "Adjudicator") for invoking resolution of the dispute through Adjudication. During his adjudication, the Adjudicator shall give adequate opportunity to the contractor to present his case. Within 60 days after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any conciliation or arbitral or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings. If not satisfied by the decision in adjudication, or if the adjudicator fails to notify his decision within the abovementioned time-frame, the contractor may proceed to invoke the process of Conciliation.

**33.2 Conciliation through Expert Settlement Committee (ESC)**

If the Parties fail to resolve their dispute or difference by Adjudication then either Party can send a notice invoking Conciliation through an Expert Settlement Committee (ESC) to the other Party within 15 days from the date of failure to resolve the dispute. The date of the last meeting held in the process of Adjudication shall be taken as date of failure to resolve the dispute through mutual consultation. The other Party shall have to respond within 15 days from the date of receipt of notice invoking Conciliation.

**33.3 Arbitration**

- (i) If the Parties fail to reach an amicable settlement through the processes of Mutual Consultation and Conciliation through ESC, then either Party (the PURCHASER or the SELLER) may within thirty (30) days of such failure give a written notice to the other Party requiring that all matters in dispute or difference or in question be arbitrated upon in accordance with The Arbitration and Conciliation Act 1996.
- (ii) Only the matters specified in such written notice which are in question or subject of dispute or difference, as also the amount of claim / counter-claims, shall be referred to the arbitration and no other matter which has not been specified shall be referred to the arbitration.
- (iii) The claims and counter claims raised by the Parties at the time of invocation of the arbitration shall be final and binding on the Parties and no change shall be allowed in the same at any stage during arbitration under any circumstances. Withdrawal of claims/counter claims may however be done by the Parties at any stage.
- (iv) The matters in dispute or difference or in question may be referred by either Party to a sole Arbitrator if the total value of the claim/counter-claim is up to ₹50 lakh and to a panel of three Arbitrators if the total value of claim/counter-claim is more than ₹50 lakh. For this purpose, BRBNMPL shall

maintain a panel of qualified and experienced persons who will function as Arbitrators.

- (v) **Appointment of Sole Arbitrator:** MD, BRBNMPL shall appoint the Sole Arbitrator from its panel of Arbitrators with the written consent of the other Party. The complexities of the dispute, the qualification and the experience of the person shall be kept in view while making such appointment. The award of the sole Arbitrator shall be final and binding on all parties.

- (vi) **Appointment of three Arbitrators:** MD, BRBNMPL shall appoint an Arbitrator from its panel of Arbitrators. The complexities of the dispute, the qualification and the experience of the person shall be kept in view while making such appointment. Likewise, the other Party shall appoint its Arbitrator. The two Arbitrators so appointed shall appoint the third Arbitrator, who will be the Presiding Arbitrator. The decision of the majority of the Arbitrators shall be the Award of the Arbitral Tribunal and shall be final and binding on all parties.

- (vii) The Arbitrator or Arbitrators appointed under this clause shall have the power to extend the time to make the award with the consent of the Parties as per the Arbitration and Conciliation Act, 1996 as amended till date. The fees of Arbitrator(s) and all other incidental cost incurred during the arbitration proceedings shall be borne equally by the parties.

- (viii) The arbitration proceeding shall be held in Bengaluru or any other place in India as decided by the PURCHASER and shall be conducted in English language. All documentation to be reviewed by the Arbitrators and / or submitted by the Parties shall be written or translated into English.

- (ix) The Arbitration Proceedings shall be governed by The Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the reference is made.

- (x) Pending reference to arbitration, the Parties shall continue to perform their contractual obligations under the Agreement and disputes or differences or questions, if any, will finally be settled in the arbitration.

**34. Jurisdiction**

Notwithstanding any other Court or Courts having jurisdiction to decide the question(s) forming the subject matter of the reference, if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relating to the contract or any Award arising therefrom, shall lie only in the Court of competent civil jurisdiction in this behalf at Bengaluru/Kolkata and only the said Court(s) at Bengaluru/Kolkata shall have jurisdiction to entertain and take any such actions and/or proceedings to the exclusion of all other Courts.

**35. Governing Law**

The Contract shall be governed in all respects by the laws of the Republic of India for the time being in force without application of the doctrine of Renvoi.

**35. Secrecy**

- 35.1** If the Contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the Contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, have full knowledge of the Official Secrets Act and any regulations framed thereunder.

- 35.2.** Any information obtained in the course of the execution of the contract by the Contractor, his servants or agents or any person so employed, as to any matter whatsoever, which would or might be directly or indirectly, of use to any enemy of India, must be treated secret and shall not at any time be communicated to any person.

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

**Part II: Additional General Conditions of Contract for specific Types of Tenders in addition / modification to clauses mentioned above:**

**36. Disposal / Sale of Scrap by Tender**

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

**36.2 Payment and Default**

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

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

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

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

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

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

**36.3 Deliveries, Delays and Breach of Contact**

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

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

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

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

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

**36.3.5** The purchased stores will be carried away by the purchaser at his risk and no claims against the BRBNMPL will be entertained for shortage in weight which may be discovered after the materials have left the premises wherefrom delivery is taken. If required the purchaser shall provide his

own bags, cases or other receptacles for the removal of the scrap.

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

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

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

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

**36.3.10** If the purchaser makes slow progress with his contract and the BRBNMPL is of opinion that he may fail to fulfil the contract within the time specified in the conditions of sale, it will be lawful for the BRBNMPL to cancel the whole contract or such portion thereof as may not have been completed and the BRBNMPL shall be at liberty to dispose of the goods in any manner at the risk and expense of the purchaser.

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

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

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**भाग /Section V: संविदा की विशेष शर्तें / 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).

<b>Sl. No</b>	<b>GCC Clause No.</b>	<b>Topic</b>	<b>SCC Provision</b>
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.	6.1, 6.3, 6.5	Performance Bond / Security Deposit	Not Applicable
4.	7 to 15	Technical Specifications and Standards, Packing and Marking, Inspection and Quality Control, Terms of Delivery, Transportation of Goods, Insurance, Spare parts, Distribution of Dispatch Documents for Clearance/ Receipt of Goods	Not Applicable
5.	16.2	Warranty Clause	Not applicable
6.	18	Sub-contracts	Not applicable
5	19.3, 19.4	Modification of Contract	Option Clause: Applicable  The premium for the Sum Insured would be paid in 4 installments at the start of the quarter. However, based upon the requirement of the presses if need arises for additional transit of bank notes, additional premium would be paid by the respective presses to insure the consignment.  <b>19.4 Repeat Order – Not Applicable</b>
6	20.2	Price Variation Clause	Not applicable
7	21.2	Taxes and Duties	No Change
8	22, 22.1, 22.2, 22.3,	Terms and Mode of Payment	<b>Payment Terms:</b>  1. The premium would be paid in advance in 4 equal installments at the start of each quarter

	22.4, 22.6		<p>by the Corporate Office, BRBNMPL, Bengaluru.</p> <p>ii. In case any additional need arises for transit of Banknotes in any quarter at any of the Presses, additional premium will be paid by respective presses at same rate of premium as quoted in the bid.</p> <p>iii. Payment shall be released through Cheque/DD/RTGS/NEFT only. Bank Mandate as per as per Annexure 11, if not submitted earlier, should be submitted along with Technical Bid. Statutory Deductions as applicable will be deducted from the gross bill amount if applicable.</p> <p>iv. Bidder has to furnish the price-break-up including the tax components.</p>
9	23	Delay in the supplier's performance / Settlement of claims	In normal circumstances, the claim shall be settled within 30 days from the date of claim lodged, net of the time taken by BRBNMPL for responding to surveyor's/Insurance Company comments.
10	33.1	Resolution of Disputes	Clause 33.2 Place of arbitration proceeding shall be at Bengaluru.
11	34-35	Applicable Law, Secrecy	No change
12	36, 36.3.2, 36.3.9	Disposal / Sale of Scrap by Tender	Not applicable

**Note: Please read the GCC carefully before submitting the offer.**

भाग / Section VI – आवश्यकताओं की सूची / List of Requirements

**Tender Document for “Money at BRBNMPL, Bengaluru”**

निविदा सं. 003/CO/F&A/2024-25 दिनांक May 15, 2024  
Tender No: 003/CO/F&A/2024-25 dated May 15, 2024

**Tender No: 003/CO/F&A/2024-25 Dated 15 May, 2024**  
**[Money in Transit Insurance]**

Through: Invitation

Sl. No.	Brief Description of Goods / Services	Quantity- Face Value (₹)	Earnest Money Deposit	Estimated Value (₹)
1.	Transit insurance w.r.t. despatch of Bank Notes / Currency notes from BRBNMPL, Mysore Press and Salboni Press to various RBI Centres/Currency Chests/Banks, to be insured based on its face value.	As per BoQ at Section X: Price Schedule	<b>Not Applicable</b>	1.87 Crore (approx)

2. The insurance has to be provided for both the presses of BRBNMPL with its Corporate Office located at following address:

Bharatiya Reserve Bank Note Mudran (P) Limited,  
Corporate Office  
No. 3 & 4, 1st Stage, 1st Phase,  
BTM Layout, Bannerghatta Road,  
Bengaluru – 560029  
GST No. : 29AAACB8111E1Z1

3. Each of the tender documents should be signed by the person or persons submitting the tender in token of his/their acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions, etc. as laid down. Any tender with any of the documents not signed may be rejected.
4. **Pre-Bid Visit: The bidder if needs may visit the site / office site at her / his own cost, responsibility & risk and obtain for himself all the information which may be necessary for the purpose of making a tender and for entering into a contract.**
5. The details of contact persons and their addresses are as under:

<b>Mysore Press:</b> Note Mudran Nagar Mysore-570 003 Contact Person: Shri Ravichandran M Deputy General Manager Ph: (0821) 2469002/9448537797 Shri Kapil Garg Manager 9932092619 Fax: (0821) 2582099	<b>Salboni Press:</b> P.O.RBNML, Salboni-721132 West Midnapore District (West Bengal) Contact Person: Shri K R Gupta Senior General Manager (PP) Ph: (03227) 280734 / 9448946262 Shri Sudeep Chakraborty Deputy General Manager Ph: (03227) 280177/7892079314 Fax: (03227) 280744
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We have accepted the above parameters and are satisfied that we fulfil all the criteria for bidding in the tender. We shall comply with, abide by, and accept without variation, deviation, or reservation all requirements detailed in Section VI: List of Requirements.

**Signature of Authorized Signatory with Date and Seal**

**भाग / Section VII – तकनीकी विनिर्दिष्टियां / Technical Specifications / Scope of Work**

1. BRBNMPL proposes to take “Money In Transit (MIT)” insurance for covering the currency/banknotes carried from BRBNMPL, Mysuru and BRBNMPL, Salboni to various RBI issue Centres, Currency Chests and Banks in India.
2. Details of “MIT” insurance required for BRBNMPL are as under:

<b>Sl.No.</b>	<b>Description</b>	<b>Total sum insured in INR</b>
1	Money in Transit insurance for currency notes/ bank notes in denominations of 10, 20,50,100,200,500, 2000 or any other denomination issued by RBI to be dispatched by BRBNMPL, Mysuru and BRBNMPL Salboni to various RBI issue Centers, Currency Chests and Banks in India during the policy period	<b>INR 3,50,000 Crores</b>

3. **Policy Period:** One year from 30<sup>th</sup> June 2024 to 29<sup>th</sup> June 2025 and extendable on mutual agreement.
4. **Name of the Insured:** Bharatiya Reserve Bank Note Mudran (P) Limited (BRBNMPL)
5. **Address:** Registered Corporate Office, No. 3&4, 1st Stage, 1st Phase, BTM Layout, Bannerghatta Road, Bengaluru, INDIA – 560029
6. **Nature of Business:** Printing of Indian Currency/Banknotes of various denominations
7. **Denominations of Currency:** 10,20,50,100,200,500,2000 or any other denomination issued by RBI
8. **Definition:** Money shall mean and include Currency Notes/ Bank notes even before it is put to circulation by Reserve Bank of India.
9. **Mode of transit:** Road, Rail and Air or the combination of by Road, Rail and Air.
10. **Transit Details:**
  - a. **Locations:** From printing presses of BRBNMPL, Mysuru and BRBNMPL, Salboni to various RBI issue centres, Currency Chests and Banks in India with the addresses of presses as here under:

**Mysore Press:**

Note Mudran Nagar

Mysore-570 003

Contact Person: Shri Ravichandran M

Deputy General Manager

Ph: (0821) 2469002/9448537797

Shri Kapil Garg

Manager

9932092619

**Salboni Press:**

P.O.RBNML, Salboni-721132

West Midnapore District (West Bengal)

Contact Person: Shri K R Gupta

Senior General Manager (PP)

Ph: (03227) 280734 / 9448946262

Shri Sudeep Chakraborty

Deputy General Manager

Ph: (03227) 280177/7892079314

Fax: (03227) 280744

- b. **Risk Commencement:** Risk to attach from the moment the insured interest is received (under signature) by the person(s) responsible for transit and ends on handover to the designated recipient under signature at final destination i.e., Vault of RBI/ Bank/Currency Chest, including loading and unloading within secured area and storage in the area prior to the transit or after reaching the destination.

**11. Overall Approx Sum to be Insured during the policy period:** INR 3,50,000 Crores

**12. Per Transit Limit** for consignment (Maximum is INR 4000 Crores)

- a. **By Road:** INR 4000 Crores,
- b. **By Rail:** INR 4000 Crores
- c. **By Air:** INR 1500 Crores

**13.** Details of dispatch/remittances of banknotes including the security arrangements are provided in Section II.

**14. Coverage:**

Loss of money in transit including trans-shipment and incidental stopover before delivery at the final destination, by road, rail and air (including despatches by defence aircrafts from any defence air bases), including a composition of

transportation modes from BRBNMPL Mysore press and from BRBNMPL Salboni Press to various RBI centres and any Currency Chest/Bank within India due to

- Fire
- Lightning
- Explosion/Implosion
- Strike
- Lockout
- Workmen or persons taking part in labour disturbances
- Riot or Civil Commotion,
- Any terrorist or any person acting from a political motive
- Persons acting maliciously
- Damage due to extraneous substances
- Damage due to assault
- Direct or indirect accidental damages
- Earthquake
- Storm
- Cyclone
- Typhoon
- Tempest
- Hurricane
- Tornado
- Flood and Inundation
- Theft
- Robbery
- Dacoity
- Rain water damage
- Accident to carrying vehicle
- Or any other fortuitous cause

**15. Special Terms and Conditions:**

- a. Special warranty is required as under:
  - i. Claim will be payable by the Insurance Company in the event of RBI makes a claim on the insured for the face value of the bank notes dispossessed, even pending the outcome of the investigation.
  - ii. In other cases, claim is payable by the insurer on lodgement of claim by the insured and within a reasonable period of Survey report thereupon.
- b. If BRBNMPL wants to cover any specific consignment where per transit limit is more than INR 4000 crore, then the per transit limit can be enhanced for specific consignment with special premium implications. Additional premium

charges will be at annual policy rate for the differential limit. Such consignment will be intimated to the insurer prior to the start of transit for information/approval. Expected number of consignments which may exceeds the per transit limit of INR 4000 crore during the policy period is **10**. For example if BRBNMPL wants to cover a consignment where per transit limit is INR 7500 crore then additional premium will be payable for INR 3500 crore at annual policy rate. Such consignments will be intimated to the Insurer prior to the start of the transit for information and approval.

- c. BRBNMPL will not have to declare any consignments throughout the year irrespective of locations, no. of stops etc. as long as consignment face value per transit limit is within INR 4000 crore and overall transit is not crossing INR 2,58,000 crores.
- d. Premium to be paid quarterly in advance. The proposed estimated sum insured can be enhanced also by paying premium at same annual premium rate. For unutilised sum insured, proportionate premium amount will be refunded by the Insurer.
- e. **Claims Procedure:** Upon the happening of any event giving rise or likely to give rise to claim under this policy, coming to the knowledge of the insured.
  - i. The insured shall give immediate notice to the police and to the policy issuing office of The Insurance company and take all practicable steps to discover the guilty persons and person and to recover the money lost.
  - ii. The insured shall deliver to The Insurance Company within a reasonable period of time from the date on which the event shall have come to his knowledge a detailed statement in writing, of the loss.
  - iii. The Insured shall furnish all explanations, vouchers, proof of ownership and other evidence to substantiate the claim and The Insurance company may, if it deems necessary, require corroborative evidence of the statements of the insured and its employee's.

**16.Arbitration and Disclaimer:** If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted) such



difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 60 days of any party invoking arbitration the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under any in accordance with the provisions of the Arbitration and Conciliation Act,1996.

**17) Brief details regarding Dispatch / Remittances of Bank Notes:**

Remittances being sent by rail /road/air and its combination also, to various RBI Centers/ Currency Chests/Banks as detailed under:

A) **By rail:** Presses send remittances using railway wagon and Treasury wagon (which has a provision for sitting space on both side of treasure for security personnel with non-accessible partition), depending upon the requirement of RBI. These wagons will be attached to train and will be unloaded at a nearby Railway station at designated RBI Centres/Currency chest/Bank and transported through trucks (arranged by RBI Centre/Currency Chest/Bank) to RBI center/Currency Chest/Bank escorted by the CISF and/or Local Police along with our Press Representative and/or RBI/Bank officials. The delivery receipt will be collected by CISF on handling over to RBI Centre/Currency Chest/Bank officials. Also, there are a few instances where Presses combine two or more remittances together and deliver to more than one RBI centers/Currency Chests/Banks.

**B) By Road :**

- a. The consignments are transported through fully closed metal body container with flatbed trailer and detachable Prime mover with twin door rear opening.
- b. Load capacity of the fully closed metal body containers is approx. 27-28 MT /14-15MT/08-10MT
- c. The fully closed trucks/containers should have metallic body of sufficient thickness, tamper proof with secure tamper proof locking facility with One Time Lock & Padlock.
- d. Generally there will be no night travelling of vehicles and night halt if any, it shall be near or at the police station.

**C) By Air:**

- a. The Air consignment will be sent through aircraft having maximum loading capacity of 32 MT. This will be treated as one consignment.
- b. The consignment is transported from press to Airport through trucks and unloaded at originating airport and kept with Air Cargo Carrier on Charter

Service basis (M/s. Blue Dart, present carrier) overnight and next day the same gets loaded in the presence of our Press Representative.

- c. After reaching the destination, the remittance is unloaded at the destination airport and received by RBI/Currency Chests/Banks officials at the airport and further transported to RBI Centres/Currency Chests /Banks under the security cover of CISF and/or local state police.

**D) Security arrangements in transit:**

- a. Trucks/Containers are fitted with GPS tracking system.
- b. Containers/wagons are locked with OTL and/or padlock (sealed). Keys will be put in a sealed cover and carried by the Press representatives in a separate vehicle and handed over to the designated persons at the destination. The seal will be opened only in the presence of such authorized persons.
- c. Trucks are used for transportation from Printing press to Airport and Airport to RBI Centre/Currency chests/Banks, and Railway station to RBI Centre/Currency chests/Banks in case of consignment through Train/Aircraft. All the trucks/Containers are escorted by front pilot and rear pilot escort vehicles en-route by Central Industrial Security Forces and/or local state police.
- d. All remittances are sent under the security cover of Central Industrial Security Force.
- e. Press commence remittance to any RBI centre /Currency Chests/ banks only after Survey of route conducted by a team comprising of officials from BRBNMPL and CISF.

**Basis of indemnity:** In case bank notes are dispossessed during transit, face value of the notes (due to instances like robbery, theft, dacoity, accident etc.,) shall be settled towards the claims. In other cases, where the notes are destroyed, prevailing selling price of banknotes damaged/destroyed shall be paid, (present selling price ranges from Rupees 1.00 to 3.00 per banknote depending on the denomination of bank notes)

**भाग / Section VIII: योग्यता / अर्हकता के मापदंड / Qualification / Eligibility Criteria**

1. The bidder should be a registered Indian Public sector Insurer in accordance with the Insurance Act and approved by IRDA (Insurance Regulatory & Development Authority) as Non-life Insurer dealing in Money in Transit Insurance and should have a license to carry out Insurance Business in India under Non- life insurance sector.

AND

2. The bidder should have completed at least one Money in Transit Insurance Policy for the Sum Insured in excess of INR 600 Crore (Rupees Six Hundred Crore) in a single consignment (per transit limit) as Sole/Lead Insurer within India (originating and ending in India) in any of the last 5 years reckoned from the 31st March 2023. (A job executed by a bidder for its own concern shall not be considered as experience for the purpose of meeting eligibility criteria)

AND

3. Bidder should furnish documentary evidence/ supporting Papers (copies of policy clearly indicating sum insured for the risk covered & copy of License/Registration duly notarized by notary public/Gazetted officer/ Senior Authorized official of bidder to substantiate their eligibility against the above evaluation criteria along with the bid). In the absence of such requisite documents, BRBNMPL reserves the right to reject the bid without any reference to the bidder.

***All the above documents should be notarized/attested by Gazetted Officer / Officer of Public Sector Enterprises/Senior officers of the bidder.***

### **Section IX: Tender Form (Covering Letter)**

(To be submitted as part of Technical bid, along with supporting documents, if any)  
(on Bidder's Letter-head)

Date .....

To  
The Managing Director  
Bharatiya Reserve Bank Note Mudran (P) Limited  
Corporate Office  
Bengaluru - 560029

**Ref: Your Tender Enquiry No: / निविदा सं. 003/CO/F&A/2024-25 दिनांक May 15, 2024  
/Tender No: 003/CO/F&A/2024-25 dated May 15, 2024 for the Money in Transit  
Insurance.**

Sir,

Having examined the above-mentioned Tender Document, we, the undersigned, hereby submit/upload our Techno-commercial and Financial bid (Price Schedule) for the Money in Transit Insurance in conformity with the said Tender Documents.

#### **1. Our Credentials**

We are submitting this bid on our behalf, and there are no authorized representatives involved in this tender.

#### **2. Our Eligibility and Qualifications to participate**

We comply with all the eligibility criteria stipulated in this Tender Document, and the relevant declarations are made along with documents in Section-VIII of this bid-form. We fully meet the qualification criteria stipulated in this Tender Document, and the relevant details are submitted along with documents.

#### **3. Our Bid to perform the Works**

We offer to provide Insurance to Money in Transit from both of your presses located at Mysuru, Karnataka and Salboni, West Bengal to various RBI Issue centres, Currency Chests and Banks in India.

#### **4. Prices**

We hereby offer to provide Insurance at our lowest prices and rates as mentioned in the separate Price-Schedule.

It is hereby confirmed that the prices quoted therein by us are:

- (i) based on the terms and mode of payment as stipulated in the Tender Document. We have understood that if we quote any deviation to terms and mode of payment, our bid is liable to be rejected as non-responsive, and
- (ii) have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
  - a) those prices; or
  - b) the intention to submit an offer; or
  - c) the methods or factors used to calculate the prices offered.

(iii) have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

**5. Affirmation to terms and conditions of the Tender Document:**

We have understood the complete terms and conditions of the Tender Document. We accept and comply with these terms and conditions without reservations.

**6. Abiding by the Bid Validity**

We agree to keep our bid valid for acceptance for a period up to **120 Days**, as required in the Tender Document or for a subsequently extended period, if any, agreed to by us and are aware of penalties in this regard stipulated in the Tender Document in case we fail to do so.

**7. Non-tampering of Downloaded Tender Document and Uploaded Scanned Copies (in case of eProcurement)**

We confirm that in case of downloaded Tender Document from official website of BRBNMPL, we have not changed/ edited its contents. We realise that in case any such change is noticed at any stage including after the award of contract, we would be liable to action under clause 44 of the GIT.

**8. A Binding Contract**

We further confirm that, if our bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that, until a formal contract is signed or issued, this bid, together with your written Letter of Intent (LoI) / Award of Contract (AoC), shall constitute a binding contract between us.

**9. Performance Guarantee and Signing the contract (NOT APPLICABLE)**

We further confirm that, if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/or failure to execute the agreement, the Procuring Entity has the right to avail any or all punitive actions laid down in this regard, stipulated in the Tender Document.

**10. Signatories**

We confirm that we are duly authorized to submit this bid and make commitments on behalf of the Bidder (Insurance Company). Supporting documents are submitted herewith.

**11. Rights of the Procuring Entity to Reject bid(s)**

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

.....  
(Signature with date)

.....  
(Name and designation)

Duly authorized to sign bid for and on behalf of  
M/s .....

[name & address of Bidder and seal of company]

अनुभाग / Section X: कीमत अनुसूची / Price Schedule

**Proforma of Price Bid for Money in Transit Insurance for BRBNMPL  
(NON-SPLITABLE)**

**Tender No: 003/CO/F&A/2024-25 dated 15 May, 2024**

From:

To  
The Managing Director  
Bharatiya Reserve Bank Note Mudran (P) Limited  
Corporate Office  
Bengaluru - 560029

प्रिय महोदय / Dear Sir,

**SUB:** Tender Notice for Money in Transit insurance for BRBNMPL, Bengaluru

**संदर्भ / REF:** आपकी निविदा सं। / Your Tender Enquiry No: **003/CO/F&A/2024-25** dated May 15, 2024

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

**Premium Quotation for Money in Transit policy for BRBNMPL:**

<b>Name of Bidder &amp; address:</b>		
<b>Items to be covered under Money in transit Policy Insurance:-</b>		Currency Notes in denominations of INR (₹) 10,20,50,100,200,500, 2000 or any other denominations issued by RBI.
<b>a</b>	<b>Premium Rate for Rs. One crore of sum insured :-</b>	₹
<b>b</b>	<b>Total Face value of bank notes to be insured Annually approx. (Rs.in crore)</b>	₹ ----- crore
<b>C</b>	<b>Premium for total face value of banknotes (Rs.) ( a * b ) :-</b>	₹
<b>d</b>	<b>GST @ .....% on (c) :-</b>	₹
<b>e</b>	<b>Total Premium with tax for Total Face value of bank notes to be insured in Rs. ( c+d)</b>	₹

**Summary of Price Schedule:**

**NOTE:**

1. *The premium rate quoted are with all awareness and after going through the tender documents in details.*
2. *Multiple rates would lead to rejection of offer.*
3. *Bidders are required to quote the price within 2 decimal places.*
4. *We confirm that the quoted price is inclusive of all statutory levies, GST etc.*
5. *We confirm that there would not be any price escalation during the tenure of contract.*
6. *We confirm that we will abide by all the tender terms & conditions of tender, scope of work and we do not have any counter conditions.*
7. *The tender will be decided on the overall lowest L1 basis and after considering Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders as mentioned under GIT and SIT of this tender and then Contract will be awarded accordingly.*

**Important note: -**

**1. Warranty required for Money in-Transit Policy:** Apart from the terms & conditions mentioned in the policy, a special warranty is required as under: (a) Claim will be payable by the insurance Company in the event of RBI makes a claim on the insured for the face value of the bank notes dispossessed, even pending the outcome of the investigation. (b) In other cases, claim is payable by the insurer on lodgement of claim by the insured and within a reasonable period of Survey report thereupon.

**2. Premium to be paid quarterly in advance.** The proposed estimated sum insured can be enhanced also by paying premium at same rate. For unutilised sum insured, proportionate premium amount will be refunded by the Insurer.

**Declaration**

- I/We agree that on being successful in the tender, we would provide insurance to transit of banknotes exactly as per Scope of Work and Responsibility of the Insurer mentioned in Scope of Work (Section-VII) and all other terms and Conditions of the Tender.
- I/We confirm that the quoted prices shall be valid till the completion of contract and also confirm that the rates quoted is inclusive of taxes as applicable and shall remain firm & binding and no escalation on above on any account shall be admissible during the currency of the contract except for changes in GST payments for which documentary proof should be attached for claiming escalation, if any.

Thanking you,

Yours faithfully,

( )

Name: .....  
(Authorised Signatory of the bidder Organization with date)

**Section XI: Bidder Information**

Bidder shall fill in this Form following the instructions indicated below. In case a statement does not apply to a bidder, the same should be answered with the remark "Not Applicable".

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

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

**1. Bidder particulars**

- a) Name of the Company: .....
- b) IRDA License number (with validity details): .....
- c) Number of years in operation:.....
- d) Registered Address  
.....  
.....  
.....  
.....
- e) Operation                      Address                      (if                      different                      from                      above):  
.....  
.....  
.....  
.....
- f) Pin code/ZIP code: .....
- g) Telephone Nos. (with country/area codes): .....
- h) Fax No. (with country/area codes): .....
- i) Cell phone Nos. (with country/area codes): .....
- j) Contact Officials/Designation: .....
- k) Email IDs: .....

*If asked, submit documents to demonstrate eligibility – A self-certified copy of registration certificate – in case of a partnership firm – Deed of Partnership; in case of Company – Notarized and certified copy of its Registration; and in case of Society – its Byelaws and registration certificate of the firm.*

**2. Taxation Details:**

- a) PAN number: .....
- b) GSTIN Number:.....

*Documents to be submitted: Attested Copies (attestation by senior official of organization is sufficient) of PAN card and GSTIN Registration.*

**3. Authorization of Person(s) signing the bid on behalf of the Bidder**

- a) Full Name: .....
- b) Designation: .....
- c) Signing as:



*If asked, documents to be submitted: Registration Certificate / Memorandum of Association / Partnership Agreement / Power of Attorney / Board Resolution*

**4. Bidder's Authorized Representatives Information (Maximum of 2 Representatives allowed)**

- a) Name: .....
- b) Telephone/Mobile numbers: .....
- c) Email Address: .....
- d) Name: .....
- e) Telephone/Mobile numbers: .....
- f) Email Address: .....
- g) Address of Office participating in the Tender:  
.....  
.....

Name:

Designation:

Address:

.....  
(Signature with date)

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

For and on behalf of .....

(Name, address and stamp of the tendering firm)

**Section XII: Contract Form**  
**(PM/SBD/006)**

.....  
(Address of BRBNMPL's office issuing the contract)

Contract No. .... dated .....

This is in continuation to this office' Notification of Award No. .... dated .....

1. Name & address of the Supplier: .....
2. BRBNMPL's Tender document No. .... dated ..... and subsequent Amendment No. .... dated ..... (if any), issued by BRBNMPL.
3. **Insurer's Tender No. 003/CO/F&A/2024-25 dated 15 May, 2024 and subsequent communication(s) No..... dated ..... (If any), exchanged between the Insurer and BRBNMPL in connection with this tender**
4. In addition to this Contract Form, the following documents etc., which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as part of this contract:
  - i. General Conditions of Contract;
  - ii. Special Conditions of Contract;
  - iii. List of Requirements;
  - iv. Technical Specifications;
  - v. Tender Form furnished by the supplier;
  - vi. Price Schedule(s) furnished by the supplier in its tender;
  - vii. 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 insurance provided by the supplier are as under:

(A)	(B)	(C)	(D)	(E)
Premium Rate (₹ per crore)	Total Face Value of bank notes to be insured (approx) ₹ in Crore	Total Premium excl GST ₹ (A * B) per crore	GST @ ___ % on C	Total Premium C+D (₹)

Total value (in figure) ..... (In words) .....

.....

(Signature, name and address of BRBNMPL's authorized official)  
For and on behalf of Bharatiya Reserve Bank Note Mudran Pvt. Ltd.

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 :

**Section XIII: Letter of Authority for attending a Bid Opening**

(Refer to clause 24.2 of GIT)  
**(PM/SBD/007)**

सेवा में / To  
प्रबंध निदेशक / The Managing Director,  
बीआरबीएनएमपीएल / BRBNMPL,  
बेंगलूरु / Bengaluru – 560029z

Subject: Authorization for attending bid opening on 12<sup>th</sup> June, 2024 for Tender Enquiry No.  
**003/CO/F&A/2024-25 dated May 15, 2024**

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

<b>Order of Preference</b>	<b>Name &amp; Designation</b>	<b>Specimen Signatures</b>
I.		
II.		
Alternate Representative		

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not produced.

Signatures of bidder with  
date and seal

or

Officer authorized to sign  
the bid documents on  
behalf of the bidder

**Section XIV: Eligibility Declarations**

(To be submitted as part of Technical bid along with supporting documents, if any)

**Tender Enquiry No. 003/CO/F&A/2024-25 dated May 15, 2024**

Bidder's Name: M/s. \_\_\_\_\_

Address: \_\_\_\_\_

Contact Details: \_\_\_\_\_

Bidder's Reference No. \_\_\_\_\_ Date \_\_\_\_\_

**Note:** The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.

*(Please tick appropriate boxes or cross out any declaration not applicable to the Bidder)*

We hereby confirm that we comply with the stipulated eligibility criteria and declare as under and shall provide evidence of our continued eligibility to BRBNMPL as may be requested:

1. **Legal Name of Bidder Firm:** .....
  
2. We solemnly declare that we:
  - are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
  
  - Do not stand declared ineligible/blacklisted/banned/debarred by BRBNMPL or by any Ministry/Department of GoI from participating in its Tender Processes or by any Government Agency anywhere in the world, for participating in their tenders, under that country's laws or official regulations; and/or
  
  - Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible / suspended / blacklisted / banned / debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
  
  - Do not have any association (as bidder / partner / Director / employee in any capacity) with such retired officials or near relations of such officials of BRBNMPL.
  
  - We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.
  
3. **Confidentiality Declaration:** We hereby undertake that the information contained in this document, shall not, in whole or in part, be reproduced, transferred to other documents/ electronic media or disclosed to others without the written consent of BRBNMPL. We shall also undertake to maintenance secrecy, exclusivity and confidentiality of the high security currency printing environment of BRBNMPL.

4. **Penalties for false or misleading declarations:** We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration by us would be violation of Code of Ethics and would attract penalties as mentioned in this tender document, including debarment.

.....

(Signature with date)

Name and designation: .....

Duly authorized to sign bid for and on behalf of M/s.....

[Name & address of Bidder and seal of company]

**Annexure 1**

**Bid Securing Declaration**  
(on Company Letter-head)

*Bid Securing Declaration In lieu of EMD/Bid security is to be submitted as part of Technical bid in the following format. Bidders exempted from submission of EMD/Bid Security are also required to submit this.*

Bidder's Reference No. \_\_\_\_\_

Date: \_\_\_\_\_

**To**  
**The Managing Director**  
**Bharatiya Reserve Bank Note Mudran Private Limited**  
**Corporate Office**  
**Bengaluru - 560029**

**Ref: Tender Enquiry No. 003/CO/F&A/2024-25 dated May 15, 2024**

Sir,

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in BRBNMPL for 1 year from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- 1) withdraw/amend/impair/derogate, in any respect, from our bid, within the bid validity; or
- 2) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
  - a) refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
  - b) Fail or refuse to sign the contract.

We know that this Bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- 1) receipt by us of your notification
  - a) of cancellation of the entire tender process or rejection of all bids or
  - b) of the name of the successful bidder or
- 2) forty-five days after the expiration of the bid validity or any extension to it.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated on ..... day of ..... [insert date of signing]

Place..... [ insert place of signing]

## Annexure 2

**Performance Statement**  
**(DETAILS OF SIMILAR WORK DONE DURING PAST FIVE YEARS)**  
(To be submitted as part of Technical bid)

*Bidders should Fill up this Form in support of their past performance highlighting their qualification to offer Money in Transit Insurance. Statements and Documents to the Performance Statement should be mentioned/attached here. The list below is indicative only. Bidders may attach more documents as required to showcase their past performance. Additional details not covered elsewhere in the bid may also be added.*

Date:

**To**  
**The Managing Director**  
**Bharatiya Reserve Bank Note Mudran Private Limited**  
**Corporate Office**  
**Bengaluru - 560029**

**Ref: Tender Enquiry No. 003/CO/F&A/2024-25 dated May 15, 2024**

Description of the insurance contract & Policy No.	Location of the insurance contract	Full Postal Address and phone nos of Client & Name of Officer-in-Charge	Total Value of sum insured ₹ In crore	Value of single consign ment ₹ In crore	Date of Commence ment of insurance policy	Date of expiry of insurance policy

Note: Copies of Letter of awards for the above insurance contracts to be enclosed.

The contract completed earlier than five years need not be indicated here

The list of insurance policies, not of similar nature need not be indicated here

Failing to comply with aforementioned instructions may lead to rejection of bid.

.....  
(Signature with date)

.....  
(Name and designation with Mobile Number)

Duly authorized to sign bid for and on behalf of

..... [name & address of Bidder and seal of company]



**Annexure 3**

**NEFT Mandate Form**

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

1	Bidder's Name		
2	Particulars of Bank account		
	A	Name of the Bank	
	B	Name of the branch	
		Address	
		Telephone No	
		Whether Bank branch is NEFT enabled	
	C	Code number of the bank and branch appearing on the MICR Cheque issued by the bank	
	D	Type of the account (SB, Current or Cash Credit)	
	E	Ledger and Ledger Folio number	
F	<b>Account number</b> (as appearing on the Cheque book)		
G	<b>RTGS / IFSC Code No.</b>		
3	Date of effect		

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

Date: (.....)  
Signature of the Bidder

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

Bank's Stamp  
(.....)  
Signature of the authorized  
official of the Bank

## Annexure 4

### **Terms and Conditions - Compliance** (To be submitted as part of Technical bid) (on Company Letter-head)

Bidder's Reference No. \_\_\_\_\_

Date \_\_\_\_\_

**To**  
**The Managing Director**  
**Bharatiya Reserve Bank Note Mudran Private Limited**  
**Corporate Office**  
**Bengaluru - 560029**

**Ref: Tender No. 003/CO/F&A/2024-25 dated May 15, 2024**

Sir/Madam,

a) We have gone through entire tender document thoroughly. We hereby submit this 'Terms and Conditions - Compliance' as token of acceptance of all the terms and conditions mentioned in following Sections and Annexures of the tender.

1. Section I : Notice Inviting Tender (NIT)
2. Section II : General Instructions to Tenderers (GIT)
3. Section IV : General Conditions of Contract (GCC)
4. Section V : Special Conditions of Contract (SCC)
5. Section VIII : Qualification Criteria
6. Section XII : Contract Form
7. Section XIV : Eligibility Declarations

b) We hereby confirm and certify that our offer in respect of policy terms, conditions, scope of cover are strictly as per details given in the tender. We also certify that in the event of the mis-clarification/ misjudgement and/or deviation, we will indemnify BRBNMPL for any financial loss and / or penalty, if any, emanating from such deviation/mis-clarification/misjudgement.

- c) We certify that the premium rate and discount considered by us in Price Bid are as per IRDA provisions and that there is no violation of the IRDA provisions whatsoever.
- d) We confirm that the Excess clause is not applicable to Money in Transit policy.
- e) It is hereby confirmed that the premium quoted is without any condition attached and the rate is clear, unambiguous and unconditional in all respect.
- f) In normal circumstances, the claim shall be settled within 30 days from the date of claim lodged, net of the time taken by BRBNMPL for responding to surveyor's/Insurance Company comments
- g) We note that apart from the terms & conditions mentioned in the policy, a special warranty is required i.e. (a) Claim will be payable by the insurance Company in the event of RBI makes a claim on the insured for the face value of the bank notes dispossessed during transit, even pending the outcome of the investigation. (b) In other cases, claim is payable by the insurer on lodgement of claim by the insured and within a reasonable period of Survey report thereupon.

- h) We note that Premium will be paid quarterly in advance. The proposed estimated sum insured can be enhanced also by paying premium at same rate. For unutilised sum insured, proportionate premium amount will be refunded by the Insurer.
- i) We confirm that we shall comply with, abide by, and accept without variation, deviation, or reservation, all terms & conditions of the Tender Document and we have no counter-conditions.
- j) We confirm that on being successful in tender, we would perform the Works exactly as per Scope of Work (Section VII) and all other terms and Conditions of the Tender.
- k) We understand that for any false declaration and submission of any untrue documents in the tender, our offer will be liable for rejection /cancellation of order/subjected to appropriate actions as per tender Terms & Conditions.

(Signature with date)

.....  
 (Name and designation)

Duly authorized to sign bid for and on behalf of.....  
 [name & address of Bidder and seal of company]

Dated on ..... day of ..... [insert date of signing]

Place..... [ insert place of signing]

**Annexure 5**

**Conformity of Bid**

To  
The Managing Director  
Bharatiya Reserve Bank Note Mudran Private Limited,  
Bengaluru

It is hereby certified that the quotation given by us against **Tender No.: 003/CO/F&A/2024-25 dated 15<sup>th</sup> May 2024** is as per IRDA provisions and there is no violation of the IRDA provisions whatsoever. In case of any violation of the tariff provisions by the insurance company, in the quotation, BRBNMPL would not be liable for any differential premium in any case. Also, there would be no effect on the settlement of the claims. However, in case there is any downward movement of the tariff provisions, which are applicable to BRBNMPL, the insurance company would ensure that the same is passed on to BRBNMPL.

Duly authorized to sign for and on behalf of.....

(Signature with seal)  
Name of the Officer :-  
Designation :-

Phone No./ Mobile no.

Date:

**Annexure 6**

**NO DEVIATION CONFIRMATION**

To

The Managing Director  
Bharatiya Reserve Bank Note Mudran  
Private Limited, Bengaluru

Dear Sir,

**Ref :- Tender No.: 003/CO/F&A/2024-25 dated 15<sup>th</sup> May 2024**

We understand that any deviation/exception in any form from the Terms & Conditions as given in Tender, may result in rejection of bid.

We, therefore, certify that we have not taken any exceptions/deviations anywhere in the bid and we agree that if any deviation/exception is mentioned or noticed, our bid may be rejected.

Duly authorized to sign for and on behalf of.....

(Signature with seal)

Name of the Officer :-

Designation :-

Phone No./ Mobile no.

Date:

**Power Of Attorney**

To  
The Managing Director  
Bharatiya Reserve Bank Note Mudran Private Limited,  
Bengaluru

**CERTIFICATE REGARDING AUTHORISATION BY HEAD OFFICE TO DEAL WITH BHARATIYA RESERVE BANK NOTE MUDRAN PVT LTD.**

We hereby authorize Mrs./ Mr.----- (Name and designation) and Mrs. / Mr. -----(Name and Designation) posted at the Divisional office --- ----- (address of the office) to deal with Bharatiya Reserve Bank Note Mudran Private Limited for the complete insurance portfolio for **Tender No. 003/CO/F&A/2024-25 dated 15<sup>th</sup> May 2024**. He / She is authorized to sign the quotations, tenders and deal with BRBNMPL as well as correspond with BRBNMPL on behalf of us i.e M/s..... (Name of the Insurance Company)

Duly authorized to sign for and on behalf of.....

(Signature with seal)  
Name of the Officer (authorizing representatives of bidders to deal with BRBNMPL for the Tender) :-  
Designation :-

Phone No./ Mobile no.

Date:

## Annexure 8

### Check-List for Bidders

(The following check-list may be made a part of the SBD; to be submitted by the bidder as part of technical Bid)

*This check-list is merely to help the bidders to prepare their bids; it does not over-ride or modify the requirement of the tender. Bidders must do their own due diligence also.*

Sl. No.	Documents submitted, duly filled, signed	Yes / No / NA
1	Section I: Notice Inviting Tender (NIT)	
2	Section II: General Instructions to Tenderers (GIT)	
3	Section III : Special Instructions to Tenderers (SIT)	
4	Section - IV : General Conditions of Contract (GCC)	
5	Section V: Special Conditions of Contract (SCC)	
6	Section VI - List of Requirements - Compliance	
7	Section VII – Scope of Work - Compliance	
(a)	Relevant documents like technical data, literature, drawings, and other documents, at the option of Bidder	
8	Section VIII - Eligibility Declarations, along with supporting documents	
(a)	Self-attested copy of all the documents in support	
9	Section IX - Tender Form (to serve as covering letter and declarations applicable for both the Techno-commercial bid and Financial bid)	
10	Financial Bid (Section X)	
11	Section XI - Bidder Information along with Power of attorney and Registration Certificates etc., if asked	
(a)	Self-attested copy of Registration certificates etc. of the firm, if asked	
(b)	Self-attested copy of PAN	
(c)	Self-attested copy of GSTIN registration(s)	
(d)	Self-attested copy of Power of Attorney etc. authorizing signatories on stamp paper to sign the bid, if asked (Annexure 7)	
12	Letter of Authority for attending Bid Opening (Section XII)	
13	Section XIII: Letter of Authority for attending bid opening	
14	Eligibility Declarations (Section XIV)	
15	Proof of submission of EMD, if applicable else Bid Securing declaration	
(a)	Bid Securing Declaration, for exempted bidders (Annexure 1)	
16	Performance Statement (Annexure 2)	
(a)	Documents / contracts supporting the performance statement	
17	NEFT Mandate Form (Annexure 3)	
(a)	Cancelled cheque in lieu of Bank endorsement, at the option of bidder	

Sl. No.	Documents submitted, duly filled, signed	Yes / No / NA
18	Terms and Conditions – Compliance (Annexure 4)	
	(a) Documents, if any, at the option of Bidder	
19	Annexure 5: Conformity of Bids	
20	Annexure 6: No Deviation Confirmation	
21	Annexure 7: Power of Attorney	
22	This Checklist (Annexure 8)	
23	Any other requirements, if stipulated in the tender; or if considered relevant by the Bidder	

.....  
 (Signature with date)

.....  
 (Name and designation)

Duly authorized to sign bid for and on behalf of

.....  
 [name & address of Bidder and seal of company]