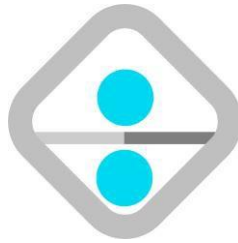


**Global Tender Enquiry
(GTE)/International Competitive
Bidding (ICB)
2 PART TENDER DOCUMENT
(TECHNICAL BID + PRICE BID)**

For Design, Manufacturing, Testing, Supply,
Installation, Commissioning, Training and
Performance Testing of **06** numbers of
Numbering Machines
for Banknote Printing
(BRBNMPL, Salboni Press - 03 Nos.,
BRBNMPL, Mysuru Press - 03 Nos.)

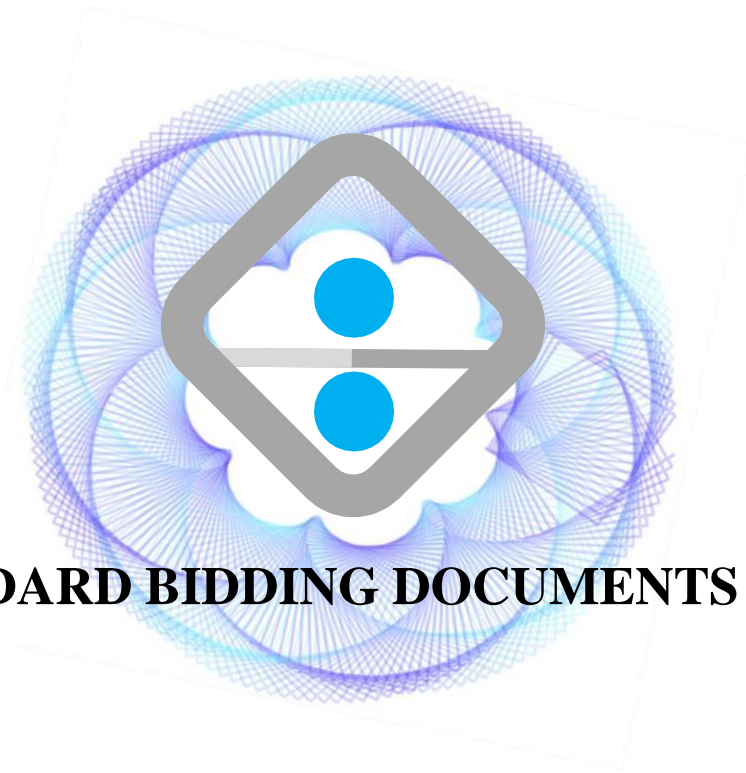
Tender No.: 07/CO/GT/NBG/2024-25 dated 16th
January 2025



**BHARATIYA RESERVE BANK NOTE MUDRAN (P) LTD.
No. 3&4, 1st Stage, 1st Phase, BTM Layout, Bannerghatta Road
Bengaluru, INDIA -560029**

**Tel No: +91 - 80 - 66602000
Fax No: +91 - 80 - 66602039
EMAIL: cobangalore@brbnmpl.co.in
Website: www.brbnmpl.co.in**

This tender document consists of 170 pages including this page



STANDARD BIDDING DOCUMENTS (SBD)

Standard Bidding Document (SBD)

(Procurement of Goods and Services)

BHARATIYA RESERVE BANK NOTE MUDRAN (P) LTD.
No. 3&4, 1st Stage, 1st Phase, BTM Layout, Bannerghatta Road
Bengaluru, INDIA - 560029
Tel No: +91 - 80 - 66602000
Fax No: +91 - 80 - 66602039
EMAIL: cobangalore@brbnmpl.co.in
Website: www.brbnmpl.co.in

Not Transferable

Security Classification: Security

TENDER DOCUMENT FOR PURCHASE OF 06 NOS. OF NUMBERING MACHINES FOR BANKNOTE PRINTING (03 NOS. FOR SALBONI PRESS AND 03 NOS. FOR MYSORE PRESS)

Tender No: 07/CO/GT/NBG/2024-25 dated 16th January 2025

This tender document contains 170 pages

The tender document is sold to:

M/s. _____
Address _____

Details of Contact person in BRBNMPL regarding this tender: -

Name: M V Rajanikanth
Designation: General Manager

**Address: No. 3 & 4, 1st Stage, 1st Phase, BTM Layout, Bannerghatta Road
Bengaluru - 560029**

**Phone : + 91 - 80 - 66602000
Fax : + 91 - 80 - 66602039**

Email:mvrkanth@brbnmpl.co.in

Contents

Section I	: Notice Inviting Tender (NIT)
Section II	: General Instructions to Tenderers (GIT)
Part I	: General Instructions Applicable to all Types of Tenders
Part II	: Additional General Instructions Applicable to Specific Types of Tenders
Section III	: Special Instructions to Tenderers (SIT)
Section IV	: General Conditions of Contract (GCC)
Section V	: Special Conditions of Contract (SCC)
Section VI	: List of Requirements
Section VII	: Technical Specifications (Part I – Technical Bid)
Section VIII	: Quality Control Requirements
Section IX	: Qualification / Eligibility Criteria
Section X	: Tender Form
Section XI	: Price Schedule (Part II – Price Bid)
Section XII	: Bidder Information
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Annexure-3	: Restrictions on Public Procurement from countries sharing land border with India

Section I: Notice Inviting Tender (NIT)

Bharatiya Reserve Bank Note Mudran Private Limited, (BRBNMPL)

Address: No. 3 & 4, 1st Stage, 1st Phase

BTM Layout, Bannerghatta Road, Bengaluru – 560029

Phone : + 91 80 - 66602000

Fax : + 91 80 - 66602039

Website: www.brbnmpl.co.in

07/CO/GT/NBG/2024-25
(Tender Sl. No.)

16th January 2025

1. A Global two part tender is hereby invited from eligible and qualified tenderers for **Design, Manufacturing, Testing, Supply, Installation, Commissioning, Training and Performance Testing of 06 Nos. of Numbering machines for Banknote printing (03 nos. for Salboni Press and 03 nos. for Mysore Press)**

2.

Schedule No.	Brief Description of Goods / Services	Quantity (with unit)	Earnest Money (Rs.)	Remarks
1.	Numbering Machines for Banknote printing	Total = 06 Nos. (03 Nos. for Salboni Press, 03 Nos. for Mysore Press)	Rs. 7.6 Crores	

Note: Bidder has to quote for the total quantity. In case if bidder is quoting for only one press' requirement (eg. Salboni Press alone / Mysore Press alone) the offer shall be rejected. Quantities mentioned above are only to indicate the tentative volume of requirement.

Type of Tender (Two Bid / PQB / EOI / RC / Development / Indigenization / Disposal of Scrap / Security item etc.	Two part Bid (TECHNICAL + PRICE)
Date of Sale of tender documents	From 16 th January 2025 to 04 th March 2025 during office hours, i.e 09.45 Hrs to 18.00 Hrs
Price of the Tender Document	Rs. 10000/- (Postal / Courier charges extra, if applicable, as per point 4 to NIT). Tender document can be downloaded from our website, the downloaded Tender Document is free of cost.
Pre-bid queries	A Tenderer requiring any clarification or elucidation on any issue of the tender document may take up the same with BRBNMPL in writing or by fax, e-mail. BRBNMPL will respond in writing to such request provided the same is received by BRBNMPL not later than six days prior to the prescribed date for pre-bid conference. If desired, the intending bidders may visit BRBNMPL on prior appointment and interact with the technical team to understand the actual requirements before submission of offer. Details of contact persons are mentioned in NIT.

Closing date for receipt of pre-bid queries	1800hrs on 05 th February 2025
Pre-bid conference	1100hrs on 11 th February 2025
Closing date and time for receipt of tenders	10.30 Hrs on 05 th March 2025
Place of receipt of tenders	BRBNMPL, Corporate Office, Bengaluru
Time and date of opening of Technical tender (Part I)	11.00 Hrs on 05 th March 2025
Place of opening of tenders	BRBNMPL, Corporate Office, Bengaluru
Nominated Person / Designation to Receive Bulky Tender (Clause 21.1 of GIT)	M V Rajanikanth General Manager, BRBNMPL, Bengaluru

3. Interested tenderers may obtain further information about this requirement from the above Office selling the documents.
4. Tender documents may be purchased on payment of non-refundable fee of Rs.10,000/- (Rupees Ten Thousand Only) per set in the form of account payee demand draft/ cashier's cheque / certified cheque, drawn on a scheduled commercial bank in India, in favor of Bharatiya Reserve Bank Note Mudran Private Limited , payable at Bengaluru.
- 5. Tender document can be downloaded from our website, the downloaded Tender Document is free of cost.**
6. If requested, the tender documents will be mailed by registered post/ speed post to the domestic tenderers and by international air-mail to the foreign tenderers, for which extra expenditure (non-refundable) per set will be Rs.1,000/- for domestic post and Rs.5,000/- for international courier (DHL Courier service). The tenderer is to add the applicable postage cost in the non-refundable fee mentioned in Para 4 above.
7. Tenderers shall ensure that their tenders, duly numbered, sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are dropped in the tender box located at the address given below on or before the closing date and time indicated above, failing which the tenders will be treated as late and rejected. Tenderer along with the tender documents shall submit a copy of tender, signed on all pages, as a token of acceptance of all the terms and conditions of the tender.
8. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organisation, the tenders will be sold / received / opened on the next working day at the appointed time.
9. The tender documents are not transferable.
10. Tenders can be rejected on national security ground.
11. 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. Incomplete documents / not submitted in accordance with the directions issued shall be liable for rejection.
12. Earnest Money Deposit has to be valid for the validity period of the tender plus additional 45 days as calculated under:

Last date of receipt of tender	05 th March 2025 1030hrs IST
--------------------------------	---

Tender validity period	180 days from the date of opening of Tender
Validity of EMD	225 days (180 days plus 45 days) from the date of opening of Tender (exclusive of claim period).

Beneficiary: BRBNMPL

Beneficiary Bank: State Bank of India, Branch - OVERSEAS BRANCH, BANGALORE (06861)

Account Number: 00000010605523157

Account Type: CC account

IFS Code: SBIN0006861

13. Tenderers may note Clause 26 to the General Instruction to Tenderer (GIT), which lists some of the aspects, for which a tender may be declared as unresponsive and ignored, during the initial scrutiny. Those aspects are as reproduced below.

- i) The tender is unsigned.
- ii) The Tenderer is not eligible as per qualification criteria
- iii) The tender validity is shorter than the required period.
- iv) Required EMD (validity, amount etc.) has not been provided.
- v) Tenderer has not agreed to give the required performance security.
- vi) The goods offered are sub-standard, not meeting the required specification etc.
- vii) The Tenderer has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
- viii) 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 purchaser's operators for operating the equipment. The Tenderer has however, quoted only for supply of the equipment).
- ix) The Tenderer has not agreed to some essential condition(s) incorporated in the tender enquiry.

(Example: Some such important essential conditions are 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.)

14. Relaxations, exemptions and other conditions for Central Purchase Organization (CPO), Micro and Small Enterprises (MSEs) Order 2012 for MSEs & Start-ups; Public Procurement (Preference to Make India) Order 2017:

The bidders who are currently registered and shall 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 tender fee and earnest money. In case the bidder falls in these categories, it should furnish certified copy of its valid registration details (registration with BRBNMPL or as a MSE or Startup, as the case may be).

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

Bidders are advised to refer Annexure-2 for relaxations, exemptions and other conditions of Public Procurement Policy.

Bidders are advised to refer Annexure-3 for Restrictions on Public Procurement from countries

sharing land border with India

Key Notes:

- i. No exemption will be given for depositing of security deposit (SD) to any category of bidder [DIC/SSI/MSME/NSIC/Startup/Make In India registered firm] and CPO.

15. Pre-Contract Integrity Pact(IP)

Integrity Pact (IP) is a tool to ensure that activities and transactions between the Company (BRBNMPL) and its Bidders / Contractors are handled in a fair, transparent and corruption free manner. An Independent External Monitor (IEM) has been appointed to oversee implementation of IP in the company. The IP as enclosed with the tender at Section XX is to be submitted (duly signed by authorized signatory who signs in the offer) along with Techno-Commercial bid. Only those bidders who have entered into such an IP with the company would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification. Detail of IEM's for this tender is furnished below:

Name of the IEM: Shri Ravi Dutt Kamboj
Email: rdkamboj@yahoo.com

Name of the IEM: Shri Ravendra Singh
Email: ravendra026@gmail.com

Guidelines for filling two part tender

1. Tender Documents (Part I and Part II) shall be submitted separately.
2. **Part-I:** First sealed cover should contain the required EMD amount, Technical Offer along with the catalogue and brochure of the item along with the following annexures of this tender i.e **Section I to Section X and Section XII to Section XX and Annexure-I (Check list)**. All the above mentioned documents should be numbered, signed and stamped and to be submitted as Technical Bid as acceptance of the terms and conditions and required formats to be maintained. Offers with Counter Conditions is liable for Rejections. This first sealed cover should be clearly superscribed with ***“Part I - Technical Bid*** - For **“Design, Manufacturing, Testing, Supply, Installation, Commissioning, Training and Performance Testing of 06 Nos. of Numbering machines for Banknote printing (03 nos. for Salboni Press and 03 nos. for Mysore Press)”** as per Section VI: List of requirements”. Price indication in the Technical Bid will be summarily rejected.
3. **Part-II:** Second sealed cover should contain only **Section XI (Price Schedule)** (duly numbered, sealed and signed). Format provided in the tender document for price schedule should be followed and any other format will be liable for rejection. This second sealed cover should be clearly superscribed with ***“Part II - Price Bid*** - For **“Design, Manufacturing, Testing, Supply, Installation, Commissioning, Training and Performance Testing of 06 Nos. of Numbering machines for Banknote printing (03 nos. for Salboni Press and 03 nos. for Mysore Press)”** as per Section VI: List of requirements”.

The above mentioned sealed covers (Part I & II) should be put in another big cover, sealed and superscribed as “Offer for **“Design, Manufacturing, Testing, Supply, Installation, Commissioning, Training and Performance Testing of 06 Nos. of Numbering machines for Banknote printing (03 nos. for Salboni Press and 03 nos. for Mysore Press)”** as per Section VI: List of requirements” with due date of opening as 05th March 2025 and should be addressed to

“The Managing Director, BRBNMPL, Bengaluru”.

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

For and on behalf of

Bharatiya Reserve Bank Note Mudran Private Limited,

M V Rajanikanth,

General Manager,

No. 3 & 4, Ist Stage, 1st Phase,

BTM Layout, Bannerghatta Road,

Bengaluru 560029

Ph: +91 80 66602000

IMPORTANT POINTS AT A GLANCE

1. Dismantling, Disassembly and Defacing of Existing Numbering Printing Machines at Mysore and Salboni Presses:

- 03 nos. of Komori make (at Salboni Press) and 03 nos. of KBA make (at Mysore Press) Numbering machines (with attachments and auxiliaries) are to be dismantled disassembled and defaced
- The dismantling, disassembly and defacing of the machine shall be sole responsibility of the successful bidder.
- The minimum time required for the complete dismantling of the existing machine has to be thoroughly assessed and intimated to BRBNMPL well in advance (min 15 days) so that the machine can be made available. It shall be responsibility of the Successful bidder to clear the site in all respects after dismantling, disassembly and defacing for the installation of the new machine.
- If there is any requirement to report to INTERPOL (International Crime police organization), it will be under the scope of the successful bidder.

For further details and terms & conditions, refer to Section VI (List of Requirements), Section VII Technical Specifications and Section XI (Price Schedule).

*** Dismantling, disassembly and defacing offer is compulsory.**

2. Eligibility criteria

The bidders should meet all the eligibility criteria as per Section IX: Qualification/Eligibility Criteria

- Experience & Past Performance
- Capability – Equipment & Manufacturing facilities.
- Financial Standing

3. Meeting Technical specification (Machine Parameters)

The bidders should meet all the Technical specification requirements as per Section VII: Technical Specifications.

Some of the important points are briefed below.

- Printing speed of the machine should be at least 10,000 Sheets Per Hour.
- Numbering press shall be capable for printing at least 63,000 sheets in a 9 hour shift operation.

4. L1 Determination:

Initial L1 determination of Bids will be done based on the **Table C of Section XI: Price Schedule**. However, the final L1 will be done based on the Additional factors for Evaluation of Offers as explained in the **Note A in Section III: Special Instructions to Tenderers (SIT)**.

Initially, **Saving to Investment Ratio (SIR)** will be calculated by BRBNMPL for each bidders and based on the Saving to Investment Ratio value arrived, it will be decided whether the bidder is further considered for calculation of **Life Cycle Cost**.

CONDITIONS FOR AWARDING OF CONTRACT BASED ON ORIGINAL QUOTED PRICE OR ON LIFE CYCLE COST

- a. If the Saving to Investment Ratio for those bidders are greater than one, then only these bidders are further evaluated to arrive at their new ranking based on the Life Cycle Cost. Life cycle cost of respective bidder is sum of his OQP Price and his Total Operating Cost. Based on the new ranking derived, the contract shall be awarded to the bidder whose Life Cycle Cost is lowest (as per Table 6 Section III) on the OQP.*
- b. If the Saving to Investment Ratio for those bidders are equal or less than one, then these bidders are not considered for further evaluation of Life Cycle Cost.*
- c. If none of the bidders' Saving to Investment Ratio is greater than one, then the contract shall be awarded to the Original Quoted Price L1 bidder (as per Table C of Section XI: Price Schedule).*
- d. It may be noted that higher SIR ratio is not the criteria to become L1. The bidder with SIR greater than one and least discounted Life Cycle Cost will be considered as L1 except in case of "C".*

For further details on the Saving to Investment Ratio and Life Cycle cost calculation and explanation, please refer to Section III: Special Instructions to Tenderers (SIT) explained under Note A - Additional factors for Evaluation of Offers

5. FAT Requirements

- Please refer to Section VIII: Quality Control Requirements

6. GST (Goods and Service Taxes):

- The present rate of GST is 18%. The bidder needs to mention the GST rate considered in their quotation. In case the rate of GST prevailing at the time of payment is less than the GST rate considered by the bidder, BRBNMPL will deduct the GST amount considered by the bidder even though BRBNMPL is required to pay less GST. However, in case at the time of payment, the actual GST rate is more than the rate considered by the bidder, the additional amount towards GST shall be borne by BRBNMPL.
- Applicable GST on Dismantling, Disassembly and Defacing offer shall be borne by successful bidder.
- The Sales Tax, VAT and Excise Duty may be read as GST wherever applicable in this Tender.

Section II: General Instructions to Tenderer (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 3. 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.
- 3.2 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).
- 3.3 Unless otherwise stipulated in the tender, Joint Ventures/Consortiums shall not be considered in this Tender.
- 3.4 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.
- 3.5 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.
 - 3.5.1 **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.
 - 3.5.2 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.
- 3.6 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 23rd/24th 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.
- 3.7 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.
- 3.8 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
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
- f) Bidder Information as per Section XII.
- g) Manufacturer's Authorization Form (ref Section XIV, if applicable)
- h) A list of deviations (ref Clause 19.4) from the clauses of this SBD, if any.
- i) 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.

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.

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

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

entered separately in the following manner:

- a) The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable, including Goods and services Tax, Customs duty or any other similar duties and taxes already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc.
- b) Goods and Services Tax, which will be payable on the goods in India if the contract is awarded.
- c) Charges towards inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and
- d) The price of incidental services, as and if mentioned in List of Requirements.

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

- a) The price of goods quoted FAS / FOB port of shipment, CIF port of entry in India or CIF specified place of destination in India as indicated in the List of Requirements,
- b) Wherever applicable, the amount of custom duty and import duty on the goods to be imported.
- c) The charges for inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination, as specified in the List of Requirements. and
- d) The charges for incidental services, as and if mentioned in the List of Requirements.

12.7 Additional information and instruction on Duties and Taxes:

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

12.8 Goods and Services Tax

- a) 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.
- d) 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’.
- e) **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.
 - f) 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.
 - g) Those bidders who have opted for Composition scheme under GST, they have to submit a declaration indicating their GST registration No.
 - h) **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.
 - i) 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.
 - j) 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.
 - k) 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.
 - l) 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.
 - m) 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.
 - n) 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...

- a) If reimbursement of Goods and Services Tax is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the tax applicable. In the absence of any such stipulation, it will be presumed that the prices quoted are firm and final and no claim on account of Goods and Services Tax will be entertained after the opening of tenders.
- b) If a Tenderer chooses to quote a price inclusive of Goods and Services Tax and also desires to be reimbursed for variation, if any, in the Goods and Services Tax during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of Goods and Services Tax included in its price. Failure to indicate

all such details in clear terms may result in statutory variations being denied to the tenderer.

- c) Subject to sub clauses (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.
- 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.
- e) The tenderer should quote the exact percentage of GST that they will be charging extra.

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.

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.

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.

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.

- 12.13.1** For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 11 shall be followed.
- 12.13.2** For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 12 shall be followed.
- 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
- 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.

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.
- (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.
- (iii) 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.
- (iv) And in case of violations, both infringing bids will be rejected.
- (v) 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.
- (vi) Bids of bidders quoting as authorised representative of a principal manufacturer would also be considered to be qualified, provided:
 - a) their principal manufacturer meets all the criteria above without exemption, and
 - 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
 - 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'.

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,

- (i) they have controlling partner(s) in common; or
- (ii) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
- (iii) they have the same legal representative for purposes of the bid; or
- (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
- (v) 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
- (vi) 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.

- (vii) 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.

14. Firm Price / Variable Price

- 14.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
- 14.2 In case the tender documents require offers on variable price basis, the price quoted by the tenderers will be subject to adjustment during original Delivery Period to take care of the changes in the cost of labour and material components in accordance with the price variation formula to be specified in the SIT. If a tenderer submits firm price quotation against the requirement of variable price quotation, that tender will be prima-facie acceptable and considered further, taking price variation asked for by the tenderer as zero.
- 14.3 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 12 will apply for both firm price tender and variable price tender.
- 14.4 Subject to provisions of Clause 11 above, where prices are quoted in foreign currencies, involving imports - Foreign Exchange Rate Variation (ERV) would be borne by the Purchaser within the original Delivery Period. The offer of the Tenderer should indicate 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

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

16. Documents Establishing Tenderer's Eligibility and Qualifications

- 16.1 Pursuant to GIT clause 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.
- 18.3 The earnest money shall be denominated in Indian Rupees or in equivalent foreign exchange in case of GTE/ICB tenders.
- 18.4 The earnest money shall be furnished in one of the following forms:
- a) 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 30th 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.

- (i) Section I : Notice Inviting Tender (NIT)
- (ii) Section II : General Instructions to Tenderers (GIT)
- (iii) Section III : Special Instructions to Tenderers (SIT)
- (iv) Section IV : General Conditions of Contract (GCC)
- (v) Section V : Special Conditions of Contract (SCC)

- (vi) Section VI : List of Requirements
- (vii) Section VII : Technical Specifications
- (viii) Section VIII : Quality Control Requirements
- (ix) Section IX : Qualification Criteria
- (x) Section XIII : Bank Guarantee Form for EMD
- (xi) Section XV : Bank Guarantee Form for Performance Security
- (xii) Section XVI : Contract Form
- (xiii) Section XIX : Proforma of Bills for Payments
- (xiv) Annexure 1 to 5: Explanatory Note on Make in India Order 2017; MSEs Order 2012 and Start-ups
- (xv) 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: -

- (i) List of Requirements – Compliance
- (ii) Technical Specifications – Compliance
- (iii) Quality Control Requirements – Compliance
- (iv) Section X : Tender Form (To serve as a covering letter to both the Techno-commercial and Financial Bids)
- (v) Section XI : Price Schedule
- (vi) Section XII : Bidder Information
- (vii) Section XIV : Manufacturer's Authorization Form, if applicable
- (viii) Section XVII : Letter of Authority for attending a Bid Opening
- (ix) Section XVIII : Eligibility Declarations
- (x) Section XX : Proforma for Pre-Contract Integrity Pact, if applicable
- (xi) Annexure 7 : Bid Security Declaration (for exempted bidders)
- (xii) Annexure 8 : Assessment of capability of Bidder, if asked
- (xiii) Annexure 9 : Performance Statement
- (xiv) Annexure 10 : Statement of Financial Standing, if required
- (xv) Annexure 11 : NEFT Mandate Form
- (xvi) Annexure 12 : Terms and Conditions – Compliance
- (xvii) Annexure 13 : Undertaking to provide financial support to our wholly owned subsidiary
- (xviii) Annexure 14 : Checklist for Bidders

D SUBMISSION OF TENDERS

21. Submission of Tenders

21.1 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.

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.);
 - h) 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

- 35.1 Further to GIT Clause 33 above, BRBNMPL's evaluation of a tender will include and take into account the following:
- a) In the case of goods offered from within India (goods manufactured in India or goods of foreign origin already located in India), Goods and Services Tax or any other similar duties and taxes, which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
 - b) In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.
- 35.2 BRBNMPL's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.
- 35.3 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.
- 35.4 If the tenders have been invited on variable price basis, the tenders will be evaluated, compared and ranked on the basis of the position as prevailing on the day of tender opening and not on the basis of any future date.

36. Tenderer's capability to perform the contract

- 36.1 BRBNMPL, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.
- 36.2 The above mentioned determination will, inter-alia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of BRBNMPL as incorporated in the tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by BRBNMPL.
- 36.3 **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

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

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

G AWARD OF CONTRACT

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

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

41. Award Criteria

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

42. Variation of Quantities at the Time of Award

Normally, there will be no variation of quantities at the time of awarding the contract. However, at the time of awarding the contract, the quantity to be procured shall be 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).

- (ii) **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)

45.1 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 Security 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.

Section III: Special Instructions to Tenderers (SIT)

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

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

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

Sl. No.	GIT Clause No.	Topic	SIT Provision
1	2	Submission of tenders in Hindi or English	To be submitted in English only.
2	3	Eligible Tenderers	Only Manufacturers of Numbering machines for Banknote printing (of Security Printing)
3	4	Eligible Goods and Services (Origin of Goods)	Any country is acceptable. Subject to GOI guidelines issued from time to time (Land Border Sharing Declaration- Annexure-3)
4	8	Pre bid Conference	Pre-Bid conference will be held at Corporate Office, BRBNMPL, Bengaluru. Date, Time and venue will be published only in Website. Interested parties will be required to provide their query in writing so as to reach on or before <u>05th February 2025</u>. Queries not given in writing and given after due date may not be considered. Purchaser reserves the right to make necessary amendments at its sole discretion to the tender documents post pre-bid meeting and any such amendment will be uploaded only in the Company Website.
6	11.1 & 11.2	Tender Currency	Bidders to quote the price preferably in Indian Rupees (INR). In case if the bidder quotes in other currency, 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 B.C. selling exchange rates established by the State Bank of India for similar transactions, as on the date of tender opening for L1 determination. In case of any bank holiday, the previous day's closing price will be considered.
7	12.10	GST	As applicable.
8	12.11	Applicability of Octroi and Local taxes	No change.
9.	13	Indian Agents	The bidder firm shall not employ any agents.
10	14	Price Variation Clause & Formula	No change.
11	18.5	EMD Validity	180 days plus 45 days (Totaling to 225 days) from the date of opening of Tender (exclusive of claim period).

12	19	Tender Validity	180 days. In exceptional cases, the validity of the tender may be extended as per the requirement.
13	19.2	Tender Validity	In case if any of the bidder is not agreeable for extension of tender validity as mentioned in the clause, then purchaser at its discretion may ask all the bidders to submit revised price bid.
14	20.4	Number of Copies of Tenders to be submitted	Single Copy only
15	20.8	Signing and sealing of tender	No Change
16	20.9	E-Procurement	Not applicable
17	34	Comparison on CIF destination basis	Initial L1 determination of Bids will be done based on the Table C of Section XI: Price Schedule . The awarding of contract will be based on the Additional factors for Evaluation of Offers as explained in the Note A under Section III: Special Instructions to Tenderers (SIT)
18	35.2	Additional Factors and Parameters for Evaluation and Ranking of Responsive tenders	Prospective bidders should meet our tender conditions as well as the proposed works should meet required specifications Please see Note-A below
19	35.3	Price Preference to SSI	Not applicable
20	43	Parallel Contracts	Not applicable
21	50.1	Tender For rate Contracts	Not applicable
22	50.3	Performance Security	“As clarified in Note-A (Special Instructions to Tenderers)”
23	51.1, 51.2	PQB Tenders	Not applicable
24	52.1, 52.3, 52.5	Tenders involving Purchaser's and Pre-Production Samples	Not applicable
25	53.4, 53.5, 53.7	EOI Tenders	Not applicable
26	54, 54.3.1, 54.5.2	Tenders for Disposal of Scrap	Not applicable
27	55.2, 55.3, 55.7, 55.8	Development / Indigenization Tenders	Not applicable
28	54.5	Non-Misuse Declaration	Applicable for Dismantling, Disassembly and Defacing of Existing Machines
29	12.5	Tender Prices [12.5 a) [12.5 b)]	Could be either CIF or FOR basis as per Price Schedule. Applicable GST on Dismantling, Disassembly and Defacing offer shall be borne by successful bidder. The present rate of GST is 18%. The bidder needs to mention the GST rate considered in their quotation. In case the rate of GST prevailing at the time of payment is less than the GST rate considered by the bidder, BRBNMPL will deduct the GST amount considered by the bidder even though BRBNMPL is required to pay less GST. However, in case at the time of payment, the actual GST rate is more than the rate considered by the bidder, the additional amount towards GST shall be borne by BRBNMPL.

			<u>The Sales Tax, VAT and Excise Duty may be read as GST wherever applicable in this Tender.</u>
29	6.1	Section XX : Pre Contract Integrity pact	<p>Applicable</p> <p>Integrity Pact(IP)</p> <p>a) IP is a tool to ensure that activities and transactions between the Company (BRBNMPL) and its Bidders / Contractors are handled in a fair, transparent and corruption free manner. An Independent External Monitor (IEM) has been appointed to oversee implementation of IP in the company. The IP as enclosed with the tender at Section XX is to be submitted (duly signed by authorized signatory who signs in the offer) along with Techno-Commercial bid. Only those bidders who have entered into such an IP with the company would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification. Detail of IEM's for this tender is furnished below:</p> <p>Name of the IEM: Shri Ravi Dutt Kamboj Email: rdkamboj@yahoo.com Name of the IEM: Shri Ravendra Singh Email: ravendra026@gmail.com</p> <p>b) Please refer the concerned Section of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.</p> <p>Note: No routine correspondence shall be addressed to the IEM (phone / post / email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification / issues shall be addressed directly to the tender issuing (Procurement) department.</p>

Note –A (Special Instruction to Tenderers)

Sl. No. 18: Additional factors for Evaluation of Offers

Final L1 Evaluation of Bids will be done based on the methodology adopted below

METHODOLOGY FOR CALCULATION OF LIFE CYCLE COST

The bidders are required to furnish data in the below given Table 1 (Power consumption) and of Section XI: Price schedule. BRBNMPL will calculate Total Operating cost for all the bidders based on the data provided with respect to Power, Spares consumption and health checkup in monetary terms starting from the date of FAC till life cycle of the machine (10 years).

1. Power consumption cost (Table 1)
2. Maintenance spares cost (Breakdown maintenance Spares, Preventive maintenance spares and health check -up (Table D,E,F)

Discount Factor (by applying discount of 8% per year)

The future Operating costs are discounted to Present value. Year wise discount factor which will be used for 10 years are given below.

Year	1	2	3	4	5	6	7	8	9	10
Discount factor	1	0.92593	0.85734	0.79383	0.73503	0.68058	0.63017	0.58349	0.54027	0.50025

Initially, **Saving to Investment Ratio (SIR)** will be calculated by BRBNMPL for each bidders and based on the Saving to Investment Ratio value arrived, it will be decided whether the bidder is further considered for calculation of **Life Cycle Cost (LCC)**. (Calculation of Saving to Investment Ratio and Life Cycle Cost are explained below).

CONDITIONS FOR AWARDING OF CONTRACT BASED ON ORIGINAL QUOTED PRICE (OQP) AND ON LIFE CYCLE COST

- a. *If the Saving to Investment Ratio for those bidders are greater than one, then these bidders are further evaluated to arrive at their new ranking based on the Life Cycle Cost. Life cycle cost of respective bidder is sum of his OQP Price and his Total Operating Cost. Based on the new ranking derived, the contract shall be awarded to the bidder whose Life Cycle Cost is lowest (as per Table 5).*
- b. *If the Saving to Investment Ratio for those bidders are equal or less than one, then these bidders are not considered for further evaluation of Life Cycle Cost.*
- c. *If none of the bidders' Saving to Investment Ratio is greater than one, then the contract shall be awarded to the Original Quoted Price L1 bidder (as per Table C of Section IX: Price Schedule).*
- d. *It may be noted that higher SIR ratio is not the criteria to become L1. The bidder with SIR greater than one and least discounted Life Cycle Cost will be considered as L1 except in case of "c".*

Example:

If four bidders were participated in the Tender and if their Saving to Investment Ratio are found to be as given below

Bidder	Status as per OQP	SIR Ratio	Remark
Bidder P –	L1	NA	Nil
Bidder Q -	L2	1.70	Qualifies for life cycle cost calculation
Bidder R -	L3	0.73	Not considered for further evaluation of life cycle cost calculation
Bidder S -	L4	1.61	Qualifies for life cycle cost calculation

SAVING TO INVESTMENT RATIO

Saving to Investment Ratio = Incremental saving Cost (B)/ Incremental Investment cost (A)

Incremental Investment cost (A)

Incremental Investment cost will be calculated for all the bidders with reference to Original Quoted Price L1 (OQP L1) bidder i.e. the Incremental Investment cost for all the other bidders is the difference of Investment cost of other bidder to the Investment cost of OQP L1 bidder. (as per the price submitted under Table C of Section XI: Price Schedule).

Incremental Investment cost for a bidder (A) = Investment cost of other bidders– Investment cost of OQP L1

Example:- Incremental Investment cost of bidder Q = Investment cost of bidder Q– Investment cost of bidder P

Incremental Saving Cost (B)

Total Operating Cost (for life cycle of the machine) = Power consumption cost+ Maintenance spares cost

Incremental Saving Cost will be calculated for all the bidders with reference to OQP L1 bidder i.e. the Incremental Saving cost for all the other bidders is the difference of Total Operating cost of OQP L1 bidder to the Total Operating cost of other bidder.

Incremental saving cost (B) = Total Operating cost of OQP L1- Total Operating cost of other bidders

Example:- Incremental saving cost of bidder Q = Total Operating cost of bidder P- Total Operating cost of bidder Q

LIFE CYCLE COST

Life Cycle Cost = Investment Cost (OQP Price) + Total Operating Cost (for entire life cycle of the machine)

(The contract shall be awarded on the Original Quoted Price to the bidder whose Life Cycle Cost is lowest as per Table 6).

Bank Guarantees to be submitted by the bidders

A. Performance Bank Guarantee

1. Bidder has to submit performance bank guarantee for sum of 5% of the total value of the contract of all the six machines and 5% of the machine spare cost (10 years spares as given in Price schedule) for a period of 10 years.
2. This performance BG is surety to prove the performance of all the machine's parameters & operational efficiency as claimed by the bidders during its entire life cycle of the machines (10 years) as per the prevailing supply of Ink, paper and other consumables being used for printing of Indian banknotes.
3. If any machine parameters (as per Section VII-Technical specification under Sl.No.3 Essential Machine parameters) are not proved by the bidder during FAT, performance BG will be invoked and purchaser may reject the machine consequently requiring the supplier to repay the total money paid for the machine within 3 months of such rejection.
4. If the Power consumption is more than the claims made by the bidders during entire life cycle of the machine (10 years), then the

proportionate amount for excess power consumption has to be reimbursed by the bidders on assessment of machine performance at the end of one year performance to BRBNMPL and necessary action to be taken to identify and rectification of the problem (which is in the scope of the bidder) for such excess consumption. Otherwise, the same amount will be deducted from the performance BG submitted and if the compensation amount is more than the BG amount, the bidder has to make the payment within 3 months from the date of notifying the compensation claim.

5. If any spare part fails under normal operating condition as per prevailing practice at our BRBNMPL presses, then the same has to be supplied by the bidder at free of cost during its entire life cycle (10 years). If the spares not supplied, the same will be procured by BRBNMPL and the actual cost incurred by BRBNMPL along with damages caused (Production loss/machine downtime) will be claimed from the performance BG submitted.
6. If the breakdown spares exceeds the limit set at first block of 4 years, exceeded spares cost will be reimbursed to BRBNMPL within 30days of claim by BRBNMPL, failing which the amount will be recovered by encashing the Bank Guarantee.

1. Power Consumption

The bidder is required to submit the power consumption of their machine (including the power requirement for all auxiliaries, compressors and pumps etc) in terms of KWH (Kilowatt Hour) per shift basis.

Following factors will be considered for the Power consumption cost for life cycle.

- Two Shifts per day (09 hours working per shift)
- 300 Working days per Year
- Rate: Rs.8.00/- per KWH shall be used for calculation of cost of power consumption
- Life cycle period considered – 10 years

Projected / anticipated power consumption of per machine over a period of 10 years.

Bidders should furnish Power consumption in KWH per shift per machine basis in the below table

Table 1 Projected / anticipated power consumption of per machine over a period of 10 years (To be filled by bidders)

Sl. No.	Power consumption in KWH per machine per shift	1 st Year	2 nd year	3 rd year	4 th year	5 th year	6 th year	7 th year	8 th year	9 th year	10 th year
1.	Total Power consumption of Machine including Auxiliaries (except Varnish unit, Overprint unit and) in KWH per machine per shift (09 hours)										

2

Total Power
consumption of
Machine including
Auxiliaries alongwith
Varnish unit and
Overprint unit in
KWH per machine per
shift (09 hours)

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Table 1A**ILLUSTRATION (Calculation for Power consumption cost)**

Power consumption of Bidder P													
Sl. No.	Power consumption in KWH per machine per shift	1 st Year	2 nd year	3 rd year	4 th year	5 th year	6 th year	7 th year	8 th year	9 th year	10 th year	Cumulative total	
1	Total Power consumption of Machine including Auxiliaries (except Varnish unit and Overprint unit) in KWH per machine per shift (09 hours)	300	300	300	300	300	300	300	300	300	300		
2	Total Power consumption of Machine including Auxiliaries, Varnish unit and Overprint unit in KWH per machine per shift (09 hours)	400	400	400	400	400	400	400	400	400	400		
3	Rate Per Kwh in Rs.	8	8	8	8	8	8	8	8	8	8		
4	Amount in Rs. Per machine per shift [Sl. No. 2x3]	3200	3200	3200	3200	3200	3200	3200	3200	3200	3200		
5	Discount factor	1.00000	0.92593	0.85734	0.79383	0.73503	0.68058	0.63017	0.58349	0.54027	0.50025		
6	Amount in Rs. Per shift per machine after applying discount factor (Sl. No. 3*4)	3200	2962.96	2743.48	2540.26	2352.1	2177.87	2016.54	1867.17	1728.86	1600.8	23190.04	

7	Total cost of Power consumption for a period 10 years for 06 machine in 2 shifts in Rs.	Cumulative total at Sl. No.5 x 300 days X 2 shift X 6 machines	83484144
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Similarly, calculation will be done in the above pattern for Power consumption for all the bidders based on the data provided by the bidders in the Table 1 above.

2. Maintenance spares (Preventive and breakdown maintenance spares and health check up)

The vendors should submit a detailed list of spares with unit rate as per the Table D, E, F of Price Schedule – Section XI **(Price should not be quoted here)**

Table 2**ILLUSTRATION (Calculation for Preventive Maintenance Spare consumption cost)**

Preventive Maintenance spares cost of Bidder P												
Sl. No	Year	Preventive Maintenance spares list for 1 st year	Preventive Maintenance spares list for 02 nd year	Preventive Maintenance spares list for 03 rd year	Preventive Maintenance spares list for 04 th year	Preventive Maintenance spares list for 05 th year	Preventive Maintenance spares list for 06 th year	Preventive Maintenance spares list for 07 th year	Preventive Maintenance spares list for 08 th year	Preventive Maintenance spares list for 09 th year	Preventive Maintenance spares list for 10 th year	Cumulative Total
1	Recommended quantity of Maintenance Spares per machine	00	100	120	120	120	130	140	150	160	170	Cumulative Total
2	Amount in Rs.	00	300000	500000	1000000	1000000	1500000	2000000	2500000	2500000	2500000	
3	Discount factor	1.00000	0.92593	0.85734	0.79383	0.73503	0.68058	0.63017	0.58349	0.54027	0.50025	
4	Maintenance spare cost in Rs. per machine after applying discount factor	00	277779	428670	793830	735030	1020870	1260340	1458725	1350675	1250625	85,76,544
5	Maintenance spare cost in Rs. for 6 machines over a period of 10 years	Cumulative total at Sl. No.4 * 6 machines										51459264

Similarly, calculation will be done in the above pattern for all the bidders based on the data provided by the bidders in Section XI: Price Schedule.

3. Maintenance spares (Breakdown maintenance spares) consumption

Table 3

ILLUSTRATION (Calculation for Breakdown Maintenance Spares consumption cost)

Break down Maintenance spares cost of Bidder P					
Sl. No	Year	Breakdown Maintenance spares for 1 st to 04 th year	Breakdown Maintenance spares list for 5 th to 07 th year	Breakdown Maintenance spares list for 8 th to 10 th year	Total
1.	Recommended quantity of Spares(main machine, numbering box, Number Verification system, varnish unit and overprint unit per machine	As per the list (List to be provided by the bidder)	As per the list (List to be provided by the bidder)	As per the list (List to be provided by the bidder)	
2	Amount in Rs.	10000000	15000000	20000000	
3	Maintenance spare cost in Rs. per machine	10000000	15000000	20000000	4,50,00,000
4	Maintenance spare cost in Rs. for 6 machines over a period of 10 years	Cumulative total at Sl. No.3 * 6 machines			27,00,00,000

Similarly, calculation will be done in the above pattern for Spare consumption cost for all the bidders based on the data provided by the bidders in the Section XI: Price Schedule.

4. Condition Monitoring (Health Check-up)

Table 4

ILLUSTRATION

Health checkup cost of Bidder P												
Sl. No	Year				Heath Checkup 04 th year			Heath Checkup 07 th year			Heath Checkup 10 th year	Total
1	Amount per machine in Rs.				6,00,000			9,00,000			15,00,000	30,00,000
2	Health check up cost in Rs. For 6 machines over a period of 10 years	Cumulative total at Sl. No.1 * 6 machines										1,80,00,000

Similarly, calculation will be done in the above pattern for all the bidders based on the data provided by the bidders in the Section XI: Price Schedule.

Total Operating cost of Maintenance Spares and Health checkup ₹: 5,14,59,264+27,00,00,000+1,80,00,000=33,94,59,264

Table 5 – SAVING TO INVESTMENT RATIO AND LIFE CYCLE COST CALCULATION

Sl. No	Parameter	Bidder P	Bidder Q	Bidder R
1.	Original Quoted Price (OQP) <u>as per Table C of Price schedule</u> (Investment cost) in Rs.			
2.	Initial status as per OQP	L1	L2	L3
3.	Incremental Investment cost (A) in Rs.	NA	Investment of cost L2 – Investment cost of L1	Investment of cost L3 – Investment cost of L1
4.	Operating cost of Power consumption for 6 machines over a period of 10 years in Rs.			
5.	Operating cost of Maintenance machine (preventive, breakdown spares and health checkup including Varnishing, Overprinting, online Inspection system, Numbering Box Spares and Number Verification system spares)for 6 machines over a period of 10 years in Rs.			
6.	Total Operating Cost for 6 machines over a period of 10 years (Sl. No. 4+5) (Total Savings) in Rs.			
7.	Incremental Saving Cost (B) in Rs.	NA	Operating cost of L1- Operating cost of L2	Operating cost of L1- Operating cost of L3
8.	Saving to Investment Ratio (B/A) (Sl. No.7 / 3)	NA	Incremental Saving Cost (B) / Incremental Investment cost (A)	Incremental Saving Cost (B) / Incremental Investment cost (A)
9.	Life Cycle Cost (Sl. No. 1+6) in Rs.			
10.	Revised Status of bidders as per Life Cycle Cost at Sl. No. 9			

**Table 6 Example for calculation of
SAVING TO INVESTMENT RATIO AND LIFE CYCLE COST**

Sl. No	Parameter	Bidder P	Bidder Q	Bidder R	Bidder S
1	Original Quoted Price (OQP) as per Table C of Price schedule (Investment cost) in Rs.	539000000	542000000	565000000	565500000
2.	Initial status as per OQP	L1	L2	L3	L4
3.	Incremental Investment cost (A) in Rs.	NA	3000000	26000000	26500000
4.	Operating cost of Power consumption for 6 machines over a period of 10 years in Rs.	83484144	83000000	82000000	82500000
5.	Operating cost of Maintenance machine spares (including Varnishing, Overprinting, online Inspection system Numbering Box Spares etc.)for 6 machines over a period of 10 years in Rs.	33,94,59,264	34,55,00,000	37,00,00,000	36,00,00,000
6	Total Operating Cost for 6 machines over a period of 10 years (Sl. No. 4+5) (Total Savings) in Rs.	42,29,43,408	42,85,00,000	45,20,00,000	44,25,00,000
7	Incremental Saving Cost (B) in Rs.	NA	5556592	29056592	19556592
8	Saving to Investment Ratio (B/A) (Sl. No. 7/ 3)	NA	1.85	1.12	0.74
9	Life Cycle Cost (Sl. No. 1+6) in Rs.	96,19,43,408	97,05,00,000	101,70,00,000	100,80,00,000
10	Revised Status of bidders as per Life Cycle Cost at Sl. No. 9	L1	L2	L3	Not considered for further evaluation

Note:

- In the above example, **Bidder P, Q and R** are considered for further evaluation to arrive at Life Cycle Cost and the contract will be awarded to Bidder P.
- Since SIR ratio of Bidder S is less than one, the Bidder S has not been considered for further evaluation for arriving Life Cycle Cost.
- While the above illustration cites only four bidders for better understanding, similar principle will be followed in case of more bidders.

Availability of Spares

Apart from the break down spares considered in the life cycle cost and spares supplied along with the machines, bidders should identify critical spares for Breakdown maintenance (list to be supplied to BRBNMPL). It is compulsory that L1 Bidder should hold / store locally and support the presses the requirement of the spares as and when required for the smooth and continuous operation of the machines during the life cycle period. In the event of breakdown of the machine these spares shall be supplied to BRBNMPL within 3 working days of such breakdown for resumption of production.

The Bidder should elaborate his proposed setup and location in detail along with tender bid submission.

The above setup will not be in any part of tendering cost calculation/consideration and bidders should mandatorily abide to the above said conditions.

Section IV: General Conditions of Contract (GCC)

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:

- 1) The heading of these conditions shall not affect the interpretation or construction thereof.
- 2) "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.
- 3) Words in the singular include the plural and vice-versa.
- 4) 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.
- 5) 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.
- 6) 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.
- 7) Any generic reference to GCC shall also imply a reference to SCC as well.
- 8) In case of conflict, provisions of SCC shall prevail over those in GCC.
- 9) Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, SCC) as described in GCC-clause 2.5.
- 10) 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.
- 11) "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.
- 12) "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.
- 13) "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.
- 14) "Bill of Quantities" (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the bid.
- 15) "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.
- 16) "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 – LoI' (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;
- 17) "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.;
 - 18) "Day", "Month", "Year" shall mean calendar day/ month or year (unless reference to financial year is clear from the context).
 - 19) "Drawing" means the drawing or drawings specified in or annexed to the Specifications or the Tender Document/Contract;
 - 20) "Earnest Money Deposit" (EMD) means monetary guarantee to be furnished by a Tenderer along with its tender.
 - 21) "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.
 - 22) "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;
 - 23) "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.
 - 24) "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;
 - 25) "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).
 - 26) "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)
 - 27) "Purchaser" means BRBNMPL - the organization purchasing goods and services as incorporated in the documents;
 - 28) "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;
 - 29) "Parties": The parties to the contract are the "Contractor" and the "Purchaser", as defined above;
 - 30) "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.
 - 31) "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.
- 32) "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;
- 33) "Scheduled Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934.
- 34) "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'.
- 35) "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.
- 36) "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.
- 37) "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.
- 38) "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;
- 39) "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" as 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 Disposals
"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 ICC)
"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

2.9 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
- (ii) without terminating the Contract:
 - 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:

- a) contract number and date
- b) brief description of goods including quantity
- c) the gross weight of the package
- d) packing list reference number
- e) country of origin of goods
- f) consignee's name and full address and
- g) 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, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with BRBNMPL's prior written permission.

18. Sub Contracts

- 18.1** The Supplier shall notify BRBNMPL in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.
- 18.2** Sub contract shall be only for bought out items and 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 receipted by the consignee or any communication from BRBNMPL or the consignee about non-receipt, shortage or defects in the goods supplied. I / We agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment or six months from the date of dispatch whichever is later.”

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:

- (i) **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.

(ii) **Denial Clause:**

- a) 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.
- b) 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.
- c) But nevertheless, BRBNMPL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, Goods and Services Tax or any other duty or tax or levy or on account of any other 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 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 Contract

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.

Section V: Special Conditions of Contract (SCC)

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

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

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

S. No	GCC Clause No.	Topic	SCC Provision
1.	8.2	Packing and Marking	No change
2.	9.1	Inspection and Quality Control	Cost involved in the Inspection of Goods will be borne by the supplier. BRBNMPL shall bear cost of travel ,boarding and lodging costs incurred in connection with the pre-shipment inspection. Bidder shall make necessary arrangements for the local transport during the visit of the team to bidder premises.
3.	9.3	Inspection and quality control	In case of rejection during pre-shipment inspection, an additional 90 days shall be provided for re-inspection without prejudice to the contract obligations and LD
4	11.2	Transportation of Domestic Goods	No change
5	12.2	Insurance	Insurance till each site will be the responsibility of the supplier. Unpacking of consignments will be in the presence of Supplier's representative at destination.
6	14.1	Incidental Services	No change
7	15	Distribution of Dispatch Documents for clearance / Receipt of Goods	No change
8	16.2	Warranty Clause	Twelve months (1 Year) from the date of FAC, at respective site, for each Numbering Machine.
9	16.4	Warranty Clause	No change
10	19.3	Option Clause	Not Applicable
11	20.1	Price Adjustment Clause	No Change

S. No	GCC Clause No.	Topic	SCC Provision
13	21.2	Taxes and Duties	<p>In case of Foreign Bidders Customs duties shall be paid by purchaser. All statutory taxes (TDS) shall be deducted from the payments of the supplier/contractor on installation, erection, commissioning, testing, training, etc., as applicable under Indian Tax Laws.</p> <p>The present rate of GST is 18%. The bidder needs to mention the GST rate considered in their quotation (Any change in Statutory charges and taxes, as applicable & if clearly indicated in the quote will be paid on claim and submission of documentary proof). In case the rate of GST prevailing at the time of payment is less than the GST rate considered by the bidder, BRBNMPL will deduct the GST amount considered by the bidder even though BRBNMPL is required to pay less GST. However, in case at the time of payment, the actual GST rate is more than the rate considered by the bidder, the additional amount towards GST shall be borne by BRBNMPL.</p>
14	22, 22.1, 22.2, 22.3, 22.4, 22.6, 22.8	Terms and Mode of Payments	<p>Clause 22.1 – Not applicable Clause 22.2 – Not applicable Clause 22.2.1 – Not applicable Clause 22.2.2 – Not applicable Clause 22.2.3 (a) – Not applicable Clause 22.2.3 (b) – No change Clause 22.3 (a) Not applicable Clause 22.3 (b)</p> <p><u>Applicable for Foreign Suppliers:</u> 80% of the price (on CIF basis) shall be paid through irrevocable Letter of Credit against shipment of material and submission of shipping documents. 20% of the balance amount shall be paid through Telegraphic Transfer after successful installation, commissioning, training and performance testing, completion of FAT and issue of FAC. Full payment pertaining to installation, commissioning, testing, training and performance testing shall be paid through Telegraphic Transfer after completion of FAT and issue of FAC subject to statutory deductions (TDS).</p>

			<p>There is no change in remaining clause.</p> <p><u>Applicable for Indian Suppliers:</u> 80% of Material Cost on receipt and acceptance of goods by the consignee at destination and on production of all required documents by the supplier 20% of the balance amount (Material Cost) shall be paid after successful installation, commissioning, training & performance testing, completion of FAT and issue of FAC.</p> <p>Full payment pertaining to installation, commissioning, testing, training and performance testing shall be paid only after completion of FAT and issue of FAC subject to statutory deductions.</p> <p>Clause 22.4 – No change Clause 22.6 – No change Clause 22.8 – Pre-shipment inspection certificate or Waiver Certificate</p>
15	24.1	Quantum of LD	No change
16	25.1	Bank Guarantee and Insurance for Material loaned to Contractor	No change
17	30.1	Governing Language	English only
18	33.1	Resolution of Disputes	No change
19	36, 36.3.2, 36.3.9	Disposal / Sale of Scrap by Tender	Not applicable
20	31.1	Notices	Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by e-mail or by cable or telex or facsimile and confirmed in writing.

Section VI: List of Requirements

Schedule No.	Brief Description of Goods / Services	Quantity (with unit)	Earnest Money (₹)	Remarks
1.	Numbering Machines for Banknote printing	Total = 06 Nos. (03 Nos. for Salboni Press, 03 Nos. for Mysuru Press)	7.6 Crores	

2. **Required Delivery Schedule:** Delivery of the above schedule to be completed maximum of 28 months and the first machine should be dispatched (Ex-works) within 10 months from the date of Letter of Intent (LOI). Installation, testing and commissioning for each machine shall start immediately on receipt of the machine/s at Stores of respective location. Each machine shall be installed, tested and commissioned and Final Acceptance Test (FAT) to be carried out by the vendor / supplier, and ensure issue of Final Acceptance Certificate (FAC) by respective presses, within 90 working days from date of receipt of item at respective site after which LD clause shall be applicable.

Sl. No.	Location	Quantity	*Tentative Month & Year
01	Salboni	01	March 2026
02	Mysore	01	June 2026
03	Salboni	01	September 2026
04	Mysore	01	December 2026
05	Salboni	01	March 2027
06	Mysore	01	June 2027

*The actual timeline for the delivery of the machines will be finalized during award of LOI /Agreement

Destination Port:

1. Chennai Seaport for BRBNMPL, Mysuru
2. Kolkata Seaport for BRBNMPL, Salboni

3. Dismantling, Disassembly and Defacing offer of Existing Numbering Machines at Mysore and Salboni Presses:

- 03 nos. of Komori make (at Salboni Press) and 03 nos. of KBA make (at Mysore Press) Numbering machines (with attachments and auxiliaries) are to be Dismantled, Disassembled and Defaced.
- The dismantling, disassembly and defacing of the machines shall be sole responsibility of the successful bidder.
- The minimum time required for the complete dismantling of the existing machines has to be thoroughly assessed and intimated to BRBNMPL well in advance (min 15 days) so that the machine can be made available. It shall be responsibility of the Successful bidder to clear the site in all respects after dismantling, disassembly and defacing for the installation of the new machine.
- If there is any requirement to report to INTERPOL (International Crime police organization), it will be under the scope of the successful bidder.

- Dismantling and clearing the site should be completed within one month which is in the scope of successful bidder. The tools and equipment available at the Press may be spared to the successful bidder. However, additional equipment/tools to meet specific requirement shall be arranged by the successful bidder.
 - The successful bidder may take assistance of the OEM for dismantling, disassembly and defacing the respective machine. However, BRBNMPL shall not bear any additional expenditure incurred on this account.
 - Also, defacing and lifting (removing from BRB premises) should be completed within the next 45 days.
 - BRB will make necessary arrangements for the Civil work as per the layout diagram provided by the successful bidder.
 - After dismantling and clearing the site, 45 days shall be required for the site preparation (Civil work) by BRB as per the Layout diagram provided by the successful bidder.
4. **Scope of Supply:** Scope of Supply shall include besides the equipment offered, all the incidental services / accessories, considered necessary for supply installation and commissioning **and the Price quoted in price Bid for the equipment should be inclusive of such services /accessories. Cost break-up showing costs of all these incidental services / accessories included in the scope of supply must be indicated in the Financial Bid in Section XI: Price Schedule. No price details should be given or hinted here.** Accordingly mention here such services / accessories included in the scope of supply:
- a. Training - mention scope and extent (Both at Manufacturer site and Purchaser site). Training curriculum for operation and maintenance training shall be finalized in consultation with the successful bidder.
 - b. Any other incidental service (and their scope and extent)
 - c. Additional software and/or accessories etc
- The machine, equipment, incidental services/accessories and other auxiliaries under scope of supply shall be of the best quality and workmanship according to the latest engineering practice at the time of placement of order and shall be manufactured from materials of best quality or highest class considering strength and durability for their best performance. All materials shall be of the latest technology and its end of life should be at least 10 yrs.

Section VII: Technical Specifications

Numbering Machine for banknote printing

- 1. Brief Description**
- 2. Essential General Specifications**
- 3. Modules**
 - 3.1 Feeder and Register Unit
 - 3.2 Numbering/Printing and Inking Unit/s
 - 3.3 Numbering system with Number verification
 - 3.4 Online Number Quality Inspection System
 - 3.5 Delivery Unit
 - 3.6 System for monitoring Production and Maintenance data
 - 3.7 Remote Ink Controlling system
 - 3.8 Thermoregulation unit: The Thermoregulation unit should be complete in all respects including closed loop refrigeration circuit
 - 3.9 Online Varnish Coating with UV Curing Unit (Optional)
 - 3.10 Over-Print/Third Printing Unit (Optional)
- 4. Maintenance**
- 5. Electrical and Electronic Control**
- 6. Safety**
- 7. Accessories per Machine**
- 8. Auxiliary units**
- 9. Documents Requirement**
- 10. Dismantling, Disassembly and Defacing Offer of Existing Numbering Machines at Mysore and Salboni Presses**

A. Specify the Numbering machine model (for Banknote printing) offered against the Tender Specification

1. BRIEF DESCRIPTION

Bharatiya Reserve Bank Note Mudran Pvt Ltd., (BRBNMPL) A wholly owned subsidiary of Reserve Bank of India (RBI) intends to procure 06 nos. of Numbering Machine, with optional Varnish unit and over-print/third print unit as per the details given below:

- 1.1 The high-speed automatic sheet fed rotary Letterpress Numbering machine, Number system having Number Verification along with online Quality checking System, Varnishing Unit (Optional), Over Print Unit (Optional) to be designed for the printing of variable data such as alpha numerals for printing Banknotes and other high security documents on one side of the sheet.
- 1.2 Automatic sheet fed numbering machine shall be suitable for numbering of Banknotes up to 60 Ups and other security documents in top & bottom panel.
- 1.3 Numbering machine should be capable of printing a Maximum sheet size of 700mm X 820 mm.
- 1.4 The Numbering machine should be supplied with numbering system, Number Verification system and numbering boxes meeting the Indian banknote numbering specifications (Exploding font). All numbering boxes should have at least ten motorised numbering wheels. Numbering system and its verification system shall be suitable for computerized random numbering with the automatic wheel positioning numbering boxes.
- 1.5 Machine should be made with a robust bed, frame and supports in order to provide the necessary structure to withstand pressure while printing.
- 1.6 Machine counter: Shall have counters at feeder, all delivery piles, at machine control console and number of impressions at Numbering unit-1 and Numbering unit-2.
- 1.7 The numbering machine shall have retrofitment facility of varnish coating with UV drying system for both sides of the sheet.
- 1.8 The Numbering machine should employ a wide range of automation so as to minimize manual intervention.
- 1.9 Numbering machine shall be suitable for printing at least 63000 good quality sheets in 9 hours shift operation.
- 1.10 At the end of the shift, production report should be generated for the shift production which should include rejected sheets, wrong numbered sheets, unnumbered sheets if any, at Number Verification System and Production Data Report. Reports can be printed through external printer.
- 1.11 Machine should have provision/facility to accommodate third party sensors as an additional equipment, if any, for enhancement of the machine performance.
- 1.12 Testing and commissioning of the entire system which shall include demonstration of completeness of the system as per BRBNMPL requirements.

2. ESSENTIAL GENERAL SPECIFICATIONS:

- 2.1 Shall be suitable to handle all types of bank note substrates- 100% cotton furnish, Polymer, Hybrid, Durable Paper etc.
- 2.2 Maximum printing speed along with varnish application shall be at least 10000 SPH.
- 2.3 Maximum Mechanical speed shall be at least 12000 SPH
- 2.4 Machine should have the crawl speed facility for safe cleaning of the press.
- 2.5 Shall be suitable for maximum sheet size of 700 mm X 820 mm and minimum sheet size of 475mm X 600 mm.

- 2.6 Shall be suitable for carrying out numbering on a substrate with a GSM ranging from 70 to 120
- 2.7 Shall be suitable for a maximum print area of 660 mm (Circumferential) X 800 mm (Lateral).
- 2.8 Gripper margin shall not exceed 15 to 25mm. During varnishing of lower denomination, the gripper margin should not exceed 13 to 15mm.
- 2.9 Noise Level should be less than 85 dBA at main working areas of the press during running of the machine at all speeds and with all accessories and ancillaries.
- 2.10 Suitable for production for at least 10 years in two shift operation without any overhauling.
- 2.11 All the cylinders, Impression cylinders shall be protected to prevent fretting over the entire life of the press.
- 2.12 All components shall resist corrosion, erosion, etching and pitting when in contact with printing inks, cleaning solution(s) normally encountered during numbering operations.
- 2.13 The machine shall perform efficiently under following working conditions:
 - i. Available Electric power supply: 3 Phase AC, 50 Hz \pm 3%, 415 Volts \pm 10%.
 - ii. RH : 55% \pm 5%
 - iii. Temperature : 23°C \pm 1.5°C
- 2.14 The Bidder should provide detailed technical specification along with Make and Model (MSDS as applicable) of all the consumables used at the machines and should be available in the Indian market.
- 2.15 The requirement of compressed air in volume and pressure to be mentioned.

3. MAJOR MODULES:

- 3.1 Feeder & Register Unit
- 3.2 Numbering/Printing & Inking Unit/s
- 3.3 Numbering System with Number Verification
- 3.4 Online Number Quality Inspection System
- 3.5 Delivery Unit
- 3.6 System for Monitoring Production and Maintenance Data
- 3.7 Remote Ink Controlling System
- 3.8 Thermoregulation Unit: The Thermoregulation unit should be complete in all respects including closed loop refrigeration circuit
- 3.9 Online Varnish Coating with UV Curing Unit (Optional)
- 3.10 Over-Print/Third Printing Unit (Optional)

3.1 Feeder & Register Unit:

- 3.1.1 Continuous non-stop sheet feeding system capable of running at maximum production speed of 10000 SPH and with a pile loading capacity of 12000 sheets
- 3.1.2 Shall have the facility for pre-piling device and auxiliary pile (preparatory pile/pre-piler/pre-loader).
- 3.1.3 Shall have the facility for elimination of static electricity.
- 3.1.4 Shall have pile side guide.
- 3.1.5 Shall be fitted with suitable sheet separation mechanism and blast nozzles to ensure continuous trouble free feeding.
- 3.1.6 Multiple lifting suckers adaptable for trouble free feeding of sticky, wavy sheets, marginally misaligned sheets.
- 3.1.7 Precision vacuum-based /conveyor belts/transfer cylinders transport system to ensure proper transfer
- 3.1.8 Automatic paper size adjustment
- 3.1.9 Sheet Control systems with sensors for uninterrupted production with following arrangement.
 - (i) Sheet Position monitoring system
 - (ii) Double sheet detection system for effective double sheet detection and control-ultrasonic/electronic and mechanical.
 - (iii) Sheet Side lay device.
 - (iv) Front lays
 - (v) Transfer control mechanisms
 - (vi) Colour sensor for differentiating trial paper and Banknote paper
 - (vii) Inverted sheet detector
 - (viii) Full sheet detection system before numbering.

- (ix) No print detection system
- (x) Overshoot detector
- (xi) Front edge corner fold detector.
- (xii) Fallen sheet detector.
- (xiii) Late Arrival detector.
- (xiv) Foreign particle detector.

3.2 **Printing and Inking Unit:**

The Printing Unit integrates full range of ergonomics and technical developments for printing with two station bank note numbering system both horizontal / vertical suitably with the latest of the technologies which allows easy access and handling and ensuring optimal registration.

Special care to be taken to optimize productivity and denomination changeovers with automatic mechanism.

- 3.2.1 The numbering machine shall have two numbering units to number at two places on a bank note. The machine should be equipped with Numbering boxes for printing 60 Ups (6 X 10 format) bank note along with counter weights.
- 3.2.2 The impression cylinder shall have suitable mechanism and easy accessibility for mounting of impression blankets and packing. Blanket tightening mechanism should be user friendly.
- 3.2.3 The press shall be equipped with an inking system for each numbering unit.
- 3.2.4 Each inking unit shall include modular type leak-proof ink fountain, unobstructed ink flow mechanism, proper ink film distribution by adapting varied diameter rubber rollers and finally uniform thin layer application on numbering boxes by forme rollers.
- 3.2.5 Each ink fountain should consist one ink agitator.
- 3.2.6 The inking unit shall be capable of performing the following functions:
 - i. All parts of inking units including bearings, gears and other related parts shall be resistant to corrosive/abrasive action of inks and cleaning solution(s).
 - ii. Critical components of machine shall be suitably covered/protected from the ink spillage.
 - iii. Permit the flow of ink via individually adjustable control keys with remote controlled motorised ink keys for each ink duct units.
 - iv. Each key shall be individually controllable from full open to close. At close, no ink film shall be transferred.
 - v. The inking unit should have the capability for intermittent ink transfer control mechanism
 - vi. Fountain cheeks / dam / separators shall not warp and shall be made out of replaceable leak tight, longwearing, non-scoring material (as per the requirement).
 - vii. Each fountain shall be equipped with pneumatic driven ink agitators to distribute and maintain the homogeneity of the ink in the fountain and prevent it from ink backing up in the fountain. The ink agitator shall agitate the ink over the full width of the fountain.
 - viii. Should have easy access for roller mounting, cleaning and inspection.
 - ix. Shall be equipped with suitable cleaning device to clean inking rollers after production.
 - x. Latest Ultrasonic bath should be provided to clean the Numbering boxes and wheels.
 - xi. Offline numbering box make ready unit (optional). The machine should have a option to conveniently position the offline make ready unit.

3.2.7 Inking unit shall consist of the following:

1. 2 ink fountains.
2. 2 duct rollers.
3. Inking rollers along with form rollers for appropriate transfer of ink.
4. 2 ink agitators.
5. Remote ink key control.
6. Inking roller cleaning device for both inking ducts.
7. Side seals Left & Right (2 sets) as per the actual requirement.
8. Motorised nip pressure adjustment device should be provided along with machine.

3.3 **Numbering System with Number Verification:**

- 3.3.1 Computerized numbering system with random numbering boxes along with accessories to enable random numbering on sheets up to 60 ups in each numbering station.
- 3.3.2 Shall be capable to number up to two panels in the same side of the banknote. The numbering system shall be capable to number all Indian currency/banknotes Re1/-, Rs.5/-, Rs.10/-, Rs.20/-, Rs.50/-, Rs.100/-, Rs. 200/- Rs.500/- and any other denominations as per requirement.
- 3.3.3 The numbering system shall have the capability to randomly (motorized) change numbers for at least 10 wheels in the numbering box.
- 3.3.4 The system shall generate the initial numbering layout for the first start up sheet for each job.
- 3.3.5 The system shall detect wrong positions of prefix and suffix during setup and faulty switching at printing process and shall identify before numbering to avoid wrong numbering and shall display on the monitor and machine to be stopped for wrong printing.
- 3.3.6 The system shall synchronize the operation of both the numbering shafts and shall prevent any wrong numbering.
- 3.3.7 The system shall check mismatch of serial numbers in the same bank note. The system shall check for mismatch for both the prefix and the serial numbers and shall stop the machine when a mismatch is found and alert the operator in such a condition.
- 3.3.8 The system shall check numbering sequence while production either descending or ascending order according to the preset numbering pattern; Any deviation from the above, shall be alerted to the operator and the system shall stop the machine.
- 3.3.9 System shall communicate numbering errors with monitoring system for records.
- 3.3.10 Numbering sequences/patterns should be developed in consultation with BRBNMPL.
- 3.3.11 Provision of Pre-inking for initial and intermittent.
- 3.3.12 The numbering system shall have offline numbering box testing device.
- 3.3.13 Numbering Control System panel should be a touchscreen

The above requirements are indicative only. The bidder should ensure to provide fool proof system of numbering along with the machine.

3.4 Online Number Quality Inspection System:

The numbering machine shall have 100% online number inspection system for checking and verification of numbering accuracy and print quality of both the serial numbers.

With regard to inspection system, the following parts shall be included along with the inspection system:

- a. the hood or equivalent (where the inspection has to take place),
- b. vacuum bed / any other superior technique for holding the sheet for image capture
- c. Mechanical fitments for fixing camera, flash light etc
- d. All the signals shall be compatible for interfacing with machine PLC's.
- e. All other components such as Camera, Flash light, Frame grabber for acquisition, Integration with Numbering machine electronics along with installation, commissioning, testing, training to be quoted.

General Requirements of Online Number Inspection System:

- 1. The system shall be suitable for checking number print quality at a machine speed of 10,000 printed sheets per hour. Online Inspection shall be synchronized with the running speed of the machine.
- 2. The system shall be suitable for a maximum sheet size of 700 X 820 mm and maximum print size of 665 X 800 mm with 15 / 25 mm gripper margin.
- 3. The system shall be suitable for up to 60 printing ups notes on each printed sheet.
- 4. The system shall be suitable for checking print quality of serial numbers consisting of 10 alphanumeric characters with a panel length of approximate 42 mm.
- 5. The system shall be suitable for checking number print quality of banknotes in two panel printing on each banknote.
- 6. System shall ensure that the background printing (with or without inset letter) over which serial numbering is done shall not have any impact on the quality of inspection of serial numbers.

7. The system shall have a resolution of at least 300 DPI or 0.1 mm/pixels. The alphanumeric serial number inspection camera to be used shall be of latest version.
8. The system shall be capable to stop the printing machine with user defined conditions.
9. The system shall be protected against power failure and voltage fluctuations. In case of power failure the power backup required by the system should be for 20 minutes.
10. The system shall have an alarm to alert the operator when a sheet is classified defective without machine stoppage (provision for setting alarm/machine stoppage to be given).
11. The system shall check number print quality of serial numbers during printing.
12. The system shall check for tear or missing paper on serial number printed regions.
13. The system shall check registration of the serial numbers w.r.t reference mark.
14. The system shall check registration of the serial numbers in vertical and horizontal direction.
15. The system shall check for smudging and smearing of the serial numbers.
16. The system shall check serial number for light ink, insufficient printing.
17. The system shall check mismatch of serial numbers in the same bank note. The system shall check for mismatch for both the prefix and the serial numbers and, shall stop the machine when a mismatch is found and alert the operator in such a condition.
18. The system shall check numbering sequence while production either descending or ascending order according to the preset numbering pattern; Any deviation from the above, shall be alerted to the operator and the system shall stop the machine.
19. Unless already detected by any other device fitted to the numbering machine:
 - i. The system shall check if the sheet has been fed with the back face of the sheet in the top orientation and shall classify such sheet as defective.
 - ii. The system shall detect and reject mis-oriented sheets with serial numbers printed out of tolerable registration limits.
 - iii. The system shall detect folded sheets, corner folds and also detect and reject if the printed region falls in the folded corner.”
20. The system shall detect mis-alignment in numbering and shall stop the printing machine when the misalignment is observed continuously for 10 sheets.
21. System shall be suitable for any type of numbering pattern i.e., uniform sized digits in all number positions or Ascending or Descending numbering (exploding numbering pattern) of varying dimensions in different digit positions, horizontal & vertical numbering etc.
22. The system shall be compatible for inspecting star numbered sheets.
23. The system shall compare the numbering Run chart details with the actual numbering of watermark sheet and stop the machine if sheet is getting printed with the wrong run chart or if a wrong run chart is entered by the operator in the Inspection system. The Run chart check should be robust and must check both the prefix part and the serial number part (Real time number verification).
24. Trouble shooting guide for hardware and software with possible remedies for both operatives and service personnel.
25. The system shall count only production sheets but not trial sheets in the production counter.
26. The system shall provide a sheet report and note report providing the serial numbers of defective notes.
27. The system shall provide Manual review facility for the numbers printed on sheets.
28. The system shall have the provision for adjusting various parameters of serial number printing.
29. The system shall provide a shift report providing the number of sheets inspected, numbers of sheets classified as defects and number of trial sheets inspected by the system. The report should highlight the position of defective note in the sheet.
30. The system shall be easy to maintain. The changeover of the system during change of denomination shall take very minimal time.
31. The system shall be easy to operate without affecting production with a facility to run the machine in normal mode with inspection system shut off.
33. The system shall stop the machine when the particular run is complete and an error popup would appear if the machine prints sheets exceeding the run limit.
34. Different run schemes should be provided and each run scheme shall be possible to be saved in a different profile. It should also be possible to create new Run schemes for different ups easily without involving much system downtime.
35. The system shall contain a failsafe mechanism which should stop the machine if there is an error with the system Software/Hardware and shall have the data logging facility for at least 15 days.

36. The system shall have common console desk containing monitors to indicate the status of inspection and should have interface with touch screen in Numbering machine.
37. The system User Interface (UI) shall display and store the details of sheets inspected, sheets accepted and sheets rejected due to quality flaws and also serial numbers of rejected notes with respect to the working shift.
38. The system UI shall print the details of sheets inspected, sheets accepted, sheets rejected and serial numbers of rejected notes when required by the user with respect to the working shift. It should be possible to print reports for each parcel or each pile.
39. The system UI shall display detailed statistics of rejected notes with their serial number and reason for rejection for each working shift.
40. The system UI shall display failure alarms.
41. The system UI shall have facility to save different Runs under different profiles which can be renamed as required.
42. Title of the current running denomination/set of prefixes and number of sheets
To complete run needs to be displayed.
43. Faults encountered leading to stoppage of the machine shall be displayed with fault description and location, and for each fault code corrective action shall be displayed by the system.
44. The history of errors and activity encountered by the system shall be logged.
45. The system to have provision to transfer the inspection details along with the defective note positions in offline mode like CDs, USB ports etc.
46. Service support should be provided for next 10 years by OEM.
47. System and software used shall be of latest version of PC based. Commonly available PC and peripherals are to be used. Software License should be Perpetual
48. Inspection data storage should have minimum 1TB.
49. The data should be stored as per the machine crew settings/ or day and shift wise.

3.5 Delivery Unit:

Delivery unit shall be equipped with all facilities for delivering the sheets to the appropriate piles such as proper delivery chain mechanism, mechanism for opening of delivery gripper to ensure delivery of sheets in the appropriate piles, suction and blowers to ensure proper alignment and jogging of sheets, mechanism for over shoot/jamming of sheets, rear and lateral sheet stops, sheet guiding drums, suitable sensors for counting, selection of pile, auto movement of piles, pile movement limitations.

1. Shall have minimum two pile for regular delivery and one sampling tray for test sheet/reject delivery.
2. Regular delivery pile shall have sufficient space to contain 10000 sheets in each pile.
3. The pile delivery system shall permit continuous piling by changing the pile from one to the other automatically according to the number of sheets required on each pile, which has been preset on the counter. Unnumbered sheets shall be delivered onto the sampling/reject tray when a signal of rejection is received from inspection system.
4. Shall have air ducts, suction wheels, static eliminators and sheet joggers to ensure proper delivery and alignment of sheets.
5. Shall have corner fold and torn sheet detection and monitoring system.

3.6 System for Monitoring Production and Maintenance Data:

1. Production and machine maintenance data should be collected by a central data collection system.
2. All relevant data should be easily accessible on the press.
3. A system to collect & monitor relevant operation cycle information from the press and display it in forms to assist the operators for more efficient production.
4. Shall have the facility to alert the user with the various maintenance and operational schedules such as preventive maintenance schedules, blanket change, numbering box change.
5. The system shall record the errors such as Motor overload, Abnormal state of oil, Actuation of Serious Defect Detectors etc., with the date and time of occurrence.
6. In the event of a malfunction of the press, the troubleshooting function shall provide its reason/solution on the display monitor.
7. The replacement cycle of Lubrication filter/oil, Hydraulic filter/oil Pump filter (feeder/delivery) shall be controlled and a warning signal shall be displayed when the item is due for replacement.

8. All the safety interlocks, safety covers, overloads, lubrications, hydraulics should be properly displayed in the controlling monitor and popped-up on occurrence.
9. Shall provide data logging facilities module-wise to enable the user to identify and analyse the reasons for stoppages and breakdowns.
10. Shall be compatible for interfacing with track- & trace facilities and at an offline central computer.
11. All monitor should have touchscreen panels.
12. System should store all production data for long time in days and shift format
13. In case if the machine is integrated with ERP software all the required support shall be extended by the supplier.

System shall comprise of the following hardware and software configuration.

3.6.1 Hardware:

- a) Main computer unit with LED monitor
- b) Laserjet Printer
- c) Extended communication PCB / COMPUTER (for communication with PLC)
- d) Public and private TCP/IP based data communication infrastructure. This infrastructure will be used to fetch data from machine to other customer software for further ERP and Business Decision.

3.6.2 Software:

1. Shall have suitable security protection for start-up.
2. System shall monitor the machine running state.
3. List of all Operating System and licensed / customized programs/ software along with the license keys and back-up files to be provided along with each machine and if any antivirus as required. All the licenses should be in the name of BRBNMPL.
4. All System PC should be installed with latest version of antivirus.
5. One spare laptop (individual machine) should be given for storing all PLC/ Drive data to recover all functions in future. The Spare laptop should contain concern software and antivirus with DVD writer.

3.6.3 It shall monitor and display the state/location of the items such as:

1. Safety covers/guards
2. Guard for the manual pre-turning handle
3. Stop buttons
4. Abnormal state of oil (lubrication oil, hydraulic oil)
5. Motor overload

3.6.4 System shall monitor the machine running state.

- a) Software should detect the position of error occurred and be able to indicate probable solution within the error message description.
- b) All Computer (Control Console, Labeling, Service laptop) Image Back up Software (licensed version) should be given with the machine. All Computer Image backup need to supply along with the machine in a separate portable Hard Disk. Portable hard disk to be provided along with the Machine. Customer can be able to take image backup of the entire computer and can run the image to restore computer whenever is necessary. Demonstration of recovery from backup image to be executed during FAT.
- c) System source should be in open platform to adapt SCADA/Track trace platform to watch machine performance independently from remote place.

3.6.5 Production Management System:

The machine production state as follows shall be controlled and displayed on the monitor screen.

1. Printing time on production sheets
2. Printing time on test sheets
3. Idle running time
4. Stoppage time (can be categorized manually into the following items)
 - i. Printing preparation.
 - ii. Waiting time for materials
 - iii Malfunctions of the machine

- iv. Waiting time for other reasons
- v. Emergency stop
- vi. Stoppage by any accident
- vii. Temperature indicators for various places of printing unit.

3.6.6 System shall be suitable for recording of the following items:

1. Operation management number (job numbers, etc.)
2. Number of sheets fed into the printing unit by the swing gripper mechanism.
3. Number of impressions of the impression cylinder
4. Number of sheets delivered to the first delivery pile
5. Number of sheets delivered to the second delivery pile
6. Number of sheets delivered to the **sampling unit/test tray**
7. Number of sheets printed
8. Number of test sheets used for printing adjustment

3.6.7 Overall software of the production management system should be simple, durable and light platform to view and check old log files without system hang/crash.

3.7 Remote Ink Controlling System:

The inking system shall have remote control adjustment of inking keys, ink flow from fountain roller and intermittent ink flow to the rollers from fountain to distributor rollers. Automatic adjustment of ink fountain should be possible using remote control inking keys system.

3.8 Thermoregulation Unit:

Press shall be equipped with a suitable thermoregulation system for inking and printing units as per the requirement.

3.9 Online Varnish Coating (Optional):

On line varnishing module along with all required accessories to apply varnish by flexographic process on obverse as well as reverse side of the sheet supported by suitable drying system compatible for UV curable varnish. Varnishing shall be applied in line after numbering.

3.9.1 The Varnish Coating unit shall consists of following modules:

- a. Latest Flexographic Printing unit consisting of Form cylinder for mounting flexographic plate, Anilox roller, Chambered blade system, Varnish supplying unit etc. The anilox roller suitable for coating Varnish thickness in the range of 2.0 to 3.0 microns each side.
- b. Lateral and Circumferential Registration facility
- c. Drying system compatible for UV curable varnish and shall have UV drying/ curing mechanism on each side of the sheet.
- d. The system shall be equipped with suitable monitoring, reporting and corrective mechanism in regards with coated varnish.
- e. The varnishing unit should equip with initial UV curing facility for the incoming numbered sheets to cure numbering before proceeding for first side of varnish.

3.9.2 The robust exhaust system is a part of the Varnish Unit supplied, along with complete support material required to extract and deliver the fumes from the machine area to the exit of press building.

3.10 UV Curing unit (Optional):

Machine shall be compatible with a compact UV curing system enabling instant drying of UV based numbering inks.

3.11 Over-Print Unit (Optional):

Third Printing is considered for printing special security features and/or for usage of machine readable inks. The third printing unit with plate cylinder to be used for flexographic printing to overprint elements such as dates, signatures on the same side as the numbering on units 1 and 2, in a single pass. One ink fountain as standard, and second ink fountain as an optional.

Printing size third printing unit:

With 15mm margin 675x800mm

The bearing arrangement and the gear drive of the plate cylinder should allow the remote adjustment of circumferential +/-1.5mm and lateral registration +/-1.5mm from the operator console.

4. MAINTENANCE

4.1 Assembly drawings with exploding views wherever necessary to facilitate dismantling and assembly during maintenance should be provided by the successful bidder. Declaration to this effect to be given by the bidder along with the technical bid.

4.2 List of spare parts with a proper consumption pattern and average life shall be furnished by the successful bidder. Declaration to this effect to be given by the bidder along with the technical bid.

4.3 International standards applicable for all mechanical, electrical and electronic items such as spare components, Lubrications, Sensors, PLC, Pneumatics and Hydraulics shall be provided by the successful bidder. Declaration to this effect to be given by the bidder along with the technical bid.

4.4 Side frames of the machines shall be provided with a transparent viewing area wherein the user will be in a position to see the moving parts while the machine is running.

4.5 Spare parts list shall be classified as First wiring spares, General Spares and rarely use spare parts for Electrical and mechanical spares.

4.6 Maintenance & service of the machine should be clearly mentioned as per the machine hour. The maintenance list should be related to the time period (Daily, weekly, monthly, yearly etc.).

4.7 Spare parts list shall be mentioning the spare parts makers details, If the spare makers are international items then the spare catalogue clearly shall mention the Indian supplement and authorized dealer details.

4.8 Following manuals 4 sets for each machine as well as in soft- copy (CD Pen drives etc.)

1. Electrical circuit diagram
2. PLC program sequence diagram
3. Mechanical drawing with details of each component
4. Operation manual
5. Instruction manuals including for all set of procedure for setting / adjusting/ loading programs in Hardware (sensors, drives, controllers etc)
6. Trouble shooting for all machine errors along with remedial solutions.
7. Spares list (Make, Model, Quantity, Specification/rating, location used etc

4.9 Maintenance tool kit to be provided with each machine

4.10 Commissioning spares / consumables to be provided with each machine

4.11 All supplied machines should be identical in terms of Hardware and software programs and declaration to be given by supplier.

4.12 List of all Electrical, Mechanical and Electronics spare parts details such as Make, Model, Rating Specification, Quantity, Location etc with a proper consumption pattern and average life shall be furnished by the successful bidder. Declaration to this effect to be given by the bidder along with the technical bid. Successful bidder should submit along with LOI acceptance.

4.13 Availability of Spares

Apart from the break down spares considered in the life cycle cost and spares supplied along with the machines, bidders should identify critical spares for Breakdown maintenance (list to be supplied to BRBNMPL). It is compulsory that L1 Bidder should hold / store locally and support the presses the requirement of the spares as and when required for the smooth and continuous operation of the machines during the life cycle period. In the event of breakdown of the machine these spares shall be supplied to BRBNMPL within 3 working days of such breakdown for resumption of production.

The Bidder should elaborate his proposed setup and location in detail along with tender bid submission.

The above setup will not be in any part of tendering cost calculation/consideration and bidders should mandatorily abide to the above said conditions.

5. ELECTRICAL AND ELECTRONICS CONTROL:

5.1 Electrical control cabinets: Machine operation shall be controlled electrically by the electric control cabinets lights.

5.2 Timing control: The following timings shall be detected by suitable means by the machine.

- i. Numbering cylinder throw on/off
- ii. Form roller throw on/off
- iii. Actuation of the serious defect detector
- iv. Feeder on/off
- v. Front lay suspension
- vi. Delivery pile switching
- vii. Sheet counting
- viii. Feeder and delivery pump on/off
- ix. Online Inspection System
- x. Varnishing Unit (Optional)
- xi. UV drying

The above timing control is indicative only, as per the requirement for machine monitoring, supplier can add more controls.

5.3 Sequential programmed control for printing start-up:

The feeder and the delivery unit shall be equipped with the sequential programmed control for printing start-up. Sequential printing operation such as machine running, sheet feeding, cylinder throw on/off, is started/stopped automatically by operating a pushbutton only once.

5.4 Defect detectors:

The Defect detectors shall detect the following defects and the press shall take the preset actions on detection of defects such as late arrival of sheet, misalignment of sheet in front and sides, Double sheet (Mechanical & Electronic), Absence of sheet, etc., Fail safe mode shall be available for monitoring the functionality of critical sensors.

5.5 Printing sheet quantity counter:

Sheet quantity counter shall be provided in the operation panel of the delivery unit. The following counting operations shall be featured in a central display: -

1. Counting of sheets fed into the press by swing-arm grippers
2. Counting of sheets fed into first delivery pile
3. Counting of sheets fed into the second delivery pile.
4. Counting of test & reject sheets fed into the sampling pile (third delivery pile).
5. Counting of “on-impression” passes of the impression cylinder.

5.6 UPS for Signal Lines

It shall provide back up for hydraulic valve control signals which throw off the impression cylinder in case of power failure. Also, the backup shall be capable to store the machine condition while power failure to enable easy resumption of machine operation after power restoration. Machine console is totally supported by the backup of the UPS for data log saving for minimum of 30 minutes.

Make of the UPS should be generalized as per the international standard and the service would be available in the Indian market.

5.7 Fluorescent/LED lamps:

Fluorescent/LED lamps shall be used for the lighting inside the press. All indicator lamps shall be of LED type

and should be standard off-the shelf products of leading Brands of LED lamps.

6. SAFETY:

The SELLER should ensure that all the machines and equipment supplied under contract are manufactured as per international safety norms and certificate to that effect is to be enclosed.

6.1 Safety Guards: Mechanisms on both the drive and operation sides of the press shall be fully covered. Safety covers and safety switches shall be provided to protect the press operators and maintenance engineers from accidents resulting in stopping of the machine and activation of safety locks whenever necessary.

6.2 Safety Monitors: Motors, safety covers and guards etc. shall be protected by safety monitors against possible overload or the press being operated in an unsafe condition, to ensure the maximum safety for operator and machine parts at all times. The safety monitors shall indicate the operational status of safety devices, defect detection, and press operation inclusive of the following.

1. Safety interlocks of the stop buttons
2. Actuation of the safety covers or safety bars
3. Overload of the motors and auto tripping mechanisms
4. Hydraulic or lubrication error

7. ACCESSORIES REQUIRED PER MACHINE:

7.1 Tool Kit (for operational staff) : 01 Set

7.2 Numbering Box Maintenance Tool Kit (for operational staff) : 02 Set s

7.2 Complete tool kit for machine maintenance activities : 01 Set

7.2 Feeder pile board: 05 Nos.

7.3 Delivery Boards : 10 Nos.

7.4 Two set sof Forks to support one pile for continuous feeding

7.5 One trolley for unloading piles from delivery for each machine ordered

7.6 Rubber Rollers – for each numbering unit of the machine 01 set of rubber rollers and two sets of extra forme rollers to be supplied additionally as spare rollers other than complete set mounted on the machine

7.7 Ink agitators – 2 Nos. spare excluding 2 Nos. fitted on the machine

7.8 Duct blades- 4 Nos. excluding 2 Nos. fitted on the machine

7.9 Ink Side seals- 12 pairs (six pairs for top station and six pairs for bottom station) excluding 2 pairs fitted on the machine (if side seal exists in the machine)

7.10 Numbering Boxes with exploding font – 160 Nos. (wheels should be suitable for numbering of all denominations)

7.11 Wheels required: (Wheels in Numbering Box + Spare wheels)

Wheel position 1: (0-9) – 160+30

Wheel position 2: (0-9) – 160+30

Wheel position 3: (0-9) – 160+30

Wheel position 4: (0-9) – 160+30

Wheel position 5: (0-9) – 160+30

Wheel position 6: (0-9) – 160+30

Wheel position 7: (* and 1) – 160+30(both images are on the same wheel)

Wheel position 8 : (A-L) – 160+30

Wheel position 8 : (M-W) – 160+30

Wheel position 9 : (A-L) – 160+30

Wheel position 9: (M-W) – 160+30

Wheel position 9: (0-9) – 160+30

Wheel position 10: (0-9) – 160+30

7.12 50 Nos. Impression Blankets with each machine.

7.13 25 Nos. Digital Nyloprint plate for varnish coating (optional only in case of procurement of Varnishing unit)

7.14 Box to Ring cable – 250 Nos. (Excluding cable provided along with the box on the machine)

7.15 Ring Electronics – 20 Nos. (N1- 10Nos and N2- 10Nos)

- 7.16 Ring to Ring cables - 20 Nos.(N1- 10Nos and N2- 10Nos)
- 7.17 Box Mounting Ring – 16 Nos.(N1- 8Nos and N2- 8Nos)
- 7.18 Numbering box PCBs -30 Nos. (Excluding Box PCBs)
- 7.19 Numbering Box cover mounting screws-200 Nos
- 7.20 Numbering Box servomotors - 30 Nos (Excluding servomotors mounted on the machine)

7.2 The firm must provide all the required spares & consumables during installation & commissioning & until successful completion of FAT.

8. AUXILIARIES REQUIRED PER MACHINE:

- a) All auxiliaries required for operation shall be supplied along with the machine.
- b) One Air compressor of suitable capacity should be supplied with the machine.
- c) One spare vacuum pump of suitable capacity.

9. DOCUMENTS REQUIREMENT:

9.1 The supplier will have to submit following documents each in 03 sets in English language.

- i. Operation manual of the machine (3 Sets of each manual) and two separates enlarge electrical drawing and error list set for fault rectification with firm binding.
- ii. Maintenance manual with drawings of system assembly/sub assembly with part list/ bearing and oil seal position.
- iii. Electrical circuit diagram, Fault finding Charts and Spare Parts catalogue, pictorial form of error finding of all possible errors should be include as error catalogue with the machine.
- iv. Hydraulic and Pneumatic, cooling circulation and thermo circulation diagram.
- v. All PLC Programs & parameters in hard /soft copy on CD/DVD and in external portable Hard Disk.
- vi. Complete list of error messages and their suggested diagnostic and remedial guidance.
- vii. Full back up of all applications and system software in original/licensed copy. All these systems and application software must have life time validity (License Free).
- viii. Last Backup file (Image copy of whole software of all running computer) should be handed over after completion of FAT on the external media.
- ix. One Service PC/Laptop/Test units for PLC programming, fault finding, loading, editing and correction should be provided along with each machine. The service PC/ Laptop shall contain DVD writer and USB port to read the Software from the DVD. Service PC/Laptop shall have latest licensed Antivirus for protection. All cables/connectors/ports required to connect laptop to machine should be provided along with.

9.2 One Service Laptop (one each for Mysuru and Salboni Press) loaded with diagnostics software and PLC program for troubleshooting purpose with necessary interface cables and adaptor.

10.Dismantling, Disassembly and Defacing offer of Existing Numbering Machines at Mysuru and Salboni Presses:

- 03 nos. of Komori make (at Salboni Press) and 03 nos. of KBA make (at Mysore Press) Numbering machines (with attachments and auxiliaries) are to be Dismantled, Disassembled and Defaced.
- The dismantling, disassembly and defacing of the machines shall be sole responsibility of the successful bidder.
- The minimum time required for the complete dismantling of the existing machines has to be thoroughly assessed and intimated to BRBNMPL well in advance (min 15 days) so that the machine can be made available. It shall be responsibility of the Successful bidder to clear the site in all respects after dismantling, disassembly and defacing for the installation of the new machine.
- If there is any requirement to report to INTERPOL (International Crime police

organization), it will be under the scope of the successful bidder.

- Dismantling and clearing the site should be completed within one month which is in the scope of successful bidder. The tools and equipment available at the Press may be spared to the successful bidder. However, additional equipment/tools to meet specific requirement shall be arranged by the successful bidder.
- The successful bidder may take assistance of the OEM for dismantling, disassembly and defacing the respective machine. However, BRBNMPL shall not bear any additional expenditure incurred on this account.
- Also, defacing and lifting (removing from BRB premises) should be completed within the next 45 days.
- BRB will make necessary arrangements for the Civil work as per the layout diagram provided by the successful bidder.
- After dismantling and clearing the site, 45 days shall be required for the site preparation (Civil work) by BRB as per the Layout diagram provided by the successful bidder.

Note :

Dismantling of machine can be started after consideration of following points by BRBNMPL

1. Removal of all Security items from the machine
2. Removal of all salvageable/reusable spare parts from the machine.
3. Removal of Hard disks of the machine and data storage of the machine

After the above activities BRBNMPL will issue fit for dismantling certificate of machine. The bidder should dismantle the machine which includes machine parts, electrical panels PVC channels Electrical cables and other auxiliary machine specific units and issue for scrapping as per laid down BRBNMPL procedure.

Note: Dismantling, Disassembly and Defacing offer is compulsory

Training &Pre-shipment Inspection

- 1) **Training:** At the discretion of purchaser, The bidder shall provide **Two weeks training for each machine supply** to our **05 operational personnel and 03 maintenance personnel** at their premises and also one week training for each machine supply during the installation and commissioning of the system at our premises. Facilities at BRBNMPL training centre could also be utilized for this purpose. Cost of training at the bidders premises will be a scope of the bidder and BRBNMPL shall bear cost of travel, boarding and lodging costs incurred in connection with the training. Training curriculum for operation and maintenance training shall be finalized in consultation with the successful bidder.
- 2) **Pre-shipment Inspection Authority:** At BRBNMPL's discretion, a team of BRBNMPL officers may conduct pre-shipment inspection of the machine/s at the designated premises of the successful bidder or issue inspection waiver certificate at its discretion. The bidder shall confirm its readiness to operate the system for such inspection and BRBNMPL if desires to inspect, shall dispatch the inspection team to manufacturer's site within thirty (30) days of

receipt of such confirmation or intimate the waiver. BRBNMPL shall bear cost of travel for boarding and lodging costs incurred in connection with the pre-shipment inspection. Bidder shall make necessary arrangements for the local transport during the visit of the team. During pre-shipment inspection, all the technical documents are to be produced for clearance and acceptance by the BRBNMPL's inspection team. The norms to be followed during pre-shipment inspection will be finalized with the consultation of the bidder, which is to be followed scrupulously at the time of Pre-shipment inspection.

Important Note: Successful bidder shall demonstrate and achieve the performance guarantee values with regard to output and quality of the intermediate and finished products as shown in the FAT condition. The performance of the system as a whole on an integrated basis shall be demonstrated in a test run. Successful bidder shall supervise and direct the operation during the performance test, and shall take full responsibility in this regard. During the performance test BRBNMPL shall provide necessary operating and maintenance personnel. Successful bidder shall provide and install all measuring instruments required for testing the guaranteed performance, which are not included among the permanent measuring instruments of the units. Subject to the provisions in the contract, if during the test period an interruption or reduced performances should occur due to any reason solely attributable to BRBNMPL, the test periods will be extended accordingly at the discretion of BRBNMPL. Such time of interruptions for reduced performance and the production achieved during this period shall be discarded in evaluating the test. Interruption in the event of problem occurred for any reasons attributing to BRBNMPL, extension may be considered on the request of the successful bidder. If for reasons for which the bidder is responsible, the performance values cannot be achieved in whole or in part during the performance guarantee tests, successful bidder shall repeat the test in whole in order to demonstrate the performance values which are not reached. Before repeating the tests, bidder shall take all measures as may be needed in order that the performance values can be achieved at their cost. If even with two repetitive tests the performance values have not reached for reasons within successful bidder's responsibility, successful bidder shall undertake at its own cost such modifications or replacements as considered necessary to obtain the performance guarantee values and the responsibility to demonstrate the successful performance guarantee values shall always rests with the successful bidder till so established. If even after four repetitive attempts of rectification one or several of the essential performance values cannot be achieved, in the opinion of BRBNMPL, then this will be treated as a breach of agreement by successful bidder and BRBNMPL will be at liberty to decide the future course of action as BRBNMPL deemed fit.

Note: Tenderer's attention is drawn to GIT clause 17 and GIT sub-clause 10.1.

The Tenderer is to provide the required details, information, confirmations, etc accordingly, failing which its tender is liable to be ignored.

The supplier has to maintain machine size -length 14.3m and width 4m (without the optional units) as this is the available area for machine installation

Colour of the machine: will be intimated to successful bidder at the time of placing order/LOI

Section VIII: Quality Control Requirements

FAT (Final Acceptance Test) and FAC (Final Acceptance Certificate):

FAT CONDITIONS – For Numbering Machine for Banknote printing

FAT:- Upon completion of erection and commissioning work , machine testing (FAT) i.e. Final Acceptance Test will be conducted at the respective units for a period specified as given below to assess the performance of machine as per the technical specifications. The FAT conditions will be with / without varnish as per BRBNMPL requirement. Broad parameters for FAT are as under:

1. Total Number of days	-	25 working days
2. Number of shifts / day	-	one or two shifts (as agreed)
3. Duration of Shift	-	9 hours = 540 Minutes
4. Make-ready in the beginning of the shift	-	(To be defined by the bidder)
5. Shift End Cleaning	-	(To be defined by the bidder)
6. Time required for prefix change	-	(To be defined by the bidder)
7. Other activity as required by the bidder	-	(To be defined by the bidder)
8. Total Mandatory Activity Time (TMAT)	-	Sl. Nos 4+5+6+7
9. Net production time (NPT)	-	540 – TMAT
10. Maximum Production Speed (MPS)	-	(To be defined by the bidder).
11. Minimum guaranteed Production	-	(NPT x MPS) x 90% sheets/shift
12. Wastage on total output (related to numbering system)	-	(To be specified by the bidder)

Note: 1) FAT shall be carried out with any of the denomination of Indian banknotes. The above production assumes planned sheets are readily available for production use at the start of the shift. In addition bidder also will be required to prove that the system is suitable for running 60ups numbering.

2) Machine oriented stoppages consists of preproduction run time, replacement of consumables, intermittent cleaning, adjustment of machine feeder, end of shift machine check and cleaning.

3) All the results have to be agreed by signing in the format marked as “Inspection Result”

4) The functional capacities of various software and hardware performance has to be demonstrated to the BRBNMPL and to be proved that the same are working at optimum level.

5) Any waiting time for the issue, return and counting of sheets to the machine is excluded from these figures. If there are any such delays, then allowance must be made by BRBNMPL.

6) All the spares and consumables required during FAT shall be brought by the supplier.

FAC: Upon satisfactory completion of FAT and all contractual obligations BRBNMPL shall issue FAC (Final Acceptance certificate) for each system within one week.

Section IX: Qualification/Eligibility Criteria

The tenderer needs to agree to all essential conditions specifically incorporated in this tender enquiry. Some of the salient requirements are as under –

PRE-QUALIFYING ELIGIBILITY CRITERIA IS AS FOLLOWS –

Sl. No	Item Categories	ESSENTIAL PRE-QUALIFICATION CRITERIA FOR Design, Supply, Installation, Commissioning, Training and Performance Testing of SHEET FED NUMBERING MACHINE AND RELATED AUXILIARIES SYSTEMS at BRBNMPL, Mysuru and Salboni
1	Essential Qualification	<p>a) The Bidder (manufacturer or principal of authorised dealer/distributor/representative – hereinafter referred simply as ‘The Bidder’) should have regularly manufactured and supplied similar Plant and Machinery / equipment, and for at least the last three years, ending 31st March 2024,</p> <p>b) The Bidder should have manufactured and supplied (erected/commissioned) at least two similar Plant and Machinery / equipment during last five years, ending 31st March 2024 to any Bank note printing industry.</p>
2	Experience & Past Performance	<p>The firm should have either manufactured or supplied and installed & commissioned at least two Similar SHEET FED NUMBERING MACHINE AND RELATED AUXILIARIES SYSTEMS for Bank Note Printing during the last Five years ending 31st March 2024. Further, in addition to above, the firm should submit a performance certificate for satisfactory running of the supplied system from the Bank Note Printing organisation wherein the above claimed system is supplied and installed. The bidder firm shall submit the credentials regarding experience and past performance to the extent required as per the eligibility criteria.</p> <p>All experience, past performance and capacity/capability related data should be certified by the authorized signatory of the bidder firm.</p> <p>The Indian manufacturer / supplier for SHEET FED NUMBERING MACHINE AND RELATED AUXILIARIES SYSTEMS for Bank Note Printing under Make in India scheme are exempted to provide any proof of supply to other countries/exports w.r.t. experience and past performance criteria, subject to meeting of essential qualification (point-1 above), quality and technical specifications in the Tender. However, As this tender is declared and considered as a critical security equipment (Security Printing Related). Relaxation to Startups [whether Micro & Small Enterprises (SMEs) or otherwise] is restricted.</p>
3	Capability Equipment & Manufacturing facilities	The Bidder must have an annual capacity to manufacture and supply(erect/commission) at least 2 (two) of the offered quantity of Plant and Machinery / Equipment along with the related auxiliaries systems
4	Financial Standing	<p>a) Average Annual Turnover of the Bidder during last three years, ending on 31st March 2024 or the previous financial year, should be at least 30% of the estimated cost of the offered quantity of the item.</p> <p>Average Annual Turnover of the Bidder firm during last three years should be more than INR 114 Crores.</p> <p>b) The net worth of the Bidder</p> <p>(i) should not be negative as on 31st March (or any other year ending followed in relevant country) of the previous financial year and also</p>

bidder and the facilities where the bidder has supplied the machinery for verifying the claims of the bidder. This will be a part of Technical Bid Evaluation.

- (vii) Product support, after sales support and infrastructure – Details may be provided
- (viii) The bidders should give a declaration that they have not been blacklisted or debarred for dealing by Government of India.
- (ix) The documents in support of qualification criteria need to be submitted along with the bid document duly signed by authorized representative of the applicant
- (x) The bidder should also confirm specifically that:
 - (a) Applicant is competent and legally authorized to submit and /or to enter into a legally binding contract.
 - (b) Applicant will absolve the purchaser against any infringement of patent right and other contract provision.
 - (c) BRBNMPL if desires, inspects the manufacturer's works of the bidder.
 - (d) Shall furnish a confidentiality statement.

General Terms - Summary

1. Bidder shall submit Earnest Money Deposit - As per GIT 18.
2. **Bidders shall ensure that the price bids Section XI are submitted separately and not to be enclosed with technical bid.**
3. Bidder shall ensure that no Price indication in the Technical Bid is made as the same shall be summarily rejected.
4. Bidder shall comply with the Scope of work & Delivery Schedule – As per Section VI – List of Requirements.
5. The bidder shall submit duly signed pre-contract integrity pact as per the format enclosed in Section XX.
6. Bidder shall provide clause wise Technical compliance commentary for the technical specifications indicated in Section VII
7. The bidder shall ensure that all pages of tender document are numbered, duly signed and sealed for having read and understood all terms and conditions of the tender document.
8. Bidder shall confirm that the Tender validity is given as in the SIT.
9. **The supplier should understand and quote for Dismantling, Disassembly and Defacing offer. Dismantling, Disassembly and Defacing offer is compulsory.**
10. **If resultant L1 bidder after deriving Life Cycle Cost, is having higher machine foot print, the price discount will be applicable for the amount as illustrated in table 7(A) of Section III (SIT)**
11. **Bidder shall submit the following declarations / undertakings along with tender application.**
 - a. The signatory is competent and legally authorized to submit the tender and / or to enter into legally binding contract.
 - b. A declaration that the Bidder is not in the list of blacklisted /debarred firms of any

Government Agency anywhere in the world.

- c. Undertaking that the bidder is accepting all the terms and conditions of this tender and abides by it without any counter conditions.
- d. Undertaking that the information given in the documents is correct and the Bidder is aware that any information provided is found to be false at a later stage BRBNMPL reserves the right to reject / disqualify the Bidder at any stage of the tendering process without assigning any reason.
- e. A self-declaration that no agents are engaged or proposed to be engaged for participation in this tender.
- f. The Company/firm/organization undertakes not to reveal the information in the tender documents to any third party.
- g. The operation of the bidder in Pakistan or China, if any, should be suitably firewalled from the contract / operations with Government of India. Bidder shall also declare that no employee who has previously worked or been posted in Pakistan or China in any capacity will be engaged by the Company for this project and also the employees who will be working in this project will not be assigned to work in Pakistan or China.
- h. Bidder shall note that, if there is any change in Board of Directors/Key personnel and in ultimate beneficial ownership of 10% and above. The bidder is therefore required to submit an undertaking that any such changes will be intimated without any delay to the Purchaser.
- i. A duly signed and stamped confidentiality statement as given below is to be furnished: - “The information(s) contained in the tender document will not, in whole or in part be reproduced, transferred to other documents /electronic media or disclosed to others without written consent”.
- j. **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.

Confidentiality Statement

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

For and on behalf of M/s.....

Yours faithfully,

()

Seal

Name

Signature with date

Declaration

We confirm that that our firm has not been blacklisted / debarred by BRBNMPL / Government of India in the past 5 years ending as on date.

For and on behalf of M/s.....

Yours faithfully,

()

Seal

Name

Signature with date

Non-Misuse Declaration

As part of the bidding process, we or our employees or legal heirs will ensure that such items purchased on Buy-back offer from BRBNMPL, will be utilized only for scrap recovery and will not be misused for any other purpose. We 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 our responsibility to ensure that the new owners honour and underwrite this undertaking.

For and on behalf of M/s.....

Yours faithfully,

()

Seal

Name

Signature with date

Firewall Declaration

We hereby declare that operation of our firm in Pakistan or China, if any, are firewalled from the contract / operations with Government of India. We also declare that no employee who has previously worked or been posted in Pakistan or China in any capacity will be engaged by the Company for this project and also the employees who will be working in this project will not be assigned to work in Pakistan or China.

For and on behalf of M/s.....

Yours faithfully,

()

Seal

Name

Signature with date

Section X: Tender Form

Date

To

.....
.....
.....

(complete address of BRBNMPL)

Ref: Your Tender document No. dated

We, the undersigned have examined the above mentioned tender enquiry document, including amendment No. -----, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver(description of goods and services) in conformity with your above referred document for the price details as shown in the price schedule(s), attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 6, read with modification, if any, in Section V — "Special Conditions of Contract", for due performance of the contract.

We agree to keep our tender valid for acceptance for a period upto as required in the GIT clause 19, read with modification, if any in Section-III — "Special Instructions to Tenderers" or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender upto the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

Dated this _____ day of _____
For & on behalf of

(Signature with date)

(Name and designation)
Duly authorized to sign tender for and on behalf of

.....

Section XI: Price Schedule

Schedule 1: Numbering Machines for banknote printing – Total Quantity – 06 Nos.

Important: Bidder should quote the prices preferably in Indian Rupees. In case if the bidder quotes in other currency, 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 B.C. selling exchange rates established by the State Bank of India for similar transactions, as on the date of tender opening for L1 determination. In case of any bank holiday, the previous day's closing price will be considered.

The bidder shall indicate the prices for all items as per schedule in both figures and words clearly.

Table A) Price schedule for Design, Manufacturing, Testing, Supply, Installation, Commissioning, Training and Performance Testing of 06 Nos. of Numbering machines for Banknote printing, accessories & Auxiliary units to be installed 03 nos. at Salboni Press and 03 nos. at Mysuru Press.

Sl No.	Description	HSN/SAC code	Units & Qty	Unit Rate (INR)	Total Price (INR)
1 (a)	Numbering Machine for Banknote printing with Feeder & Register unit, Inking unit, Printing unit, Centralised Lubrication System, Delivery unit, Accessories and Auxiliaries as specified in Section VII		06 Nos		
1(b)	Numbering System with Number Verification		06 Nos		
1 (c)	Online Number Quality Inspection System		06 Nos		
2	#Online Varnishing Coating with UV curing unit (optional)		06 Nos		
3	#Overprint Unit (optional)		06 Nos		
4	Total FOB Price (Sl.No. 1+2+3)		06 Nos		
5	Freight** for Sl.No. 1 to 3		06 Nos		
6	Insurance for Sl.No. 1 to 3 till each press		06 Nos		
7	Total CIF Price (Sl. No. 4+5+6)		06 Nos		
8	Training charges*** at the Manufacturer Facility		06 Nos		
9	Installation, commissioning, On-site Training, Performance Testing charges etc. (Inclusive of GST)****		06 Nos		
10	Total price (Sl.No 7+8+9)		06 Nos		
	Total Price in Words.....				

**Freight – 03 Nos. for Salboni (Kolkata Port) and 03 Nos. for Mysore (Chennai Port).

Insurance-

- The bidder should insure the goods for at least 110% of the contract value in case of CIF basis.
- Bidders shall arrange for transit insurance of all machineries/equipment from manufacturer’s premises up to respective BRBNMPL (Mysuru/Salboni) premises.
- Insurance cost quoted by the bidders at sl. No.7 of Table A should cover transit insurance cost of all machineries /equipment shipped from manufacturer’s up to respective BRBNMPL (Mysuru/Salboni) premises’ unloading point.
- It is the responsibility of the bidder to ensure that all the machineries/equipment are packed appropriately so as to ensure the goods are received in good condition at respective BRBNMPL premises.
- Settlement of insurance claims, if any, till the unloading point at respective BRBNMPL(Mysuru/Salboni) premises shall be the responsibility of the bidder.
- BRBNMPL shall be responsible for shipment handling at Indian port/s and movement of consignment from Indian port/s to BRBNMPL premises and unloading of consignment under the supervision of successful bidder.
- After unloading at respective BRBNMPL premises, the transit insurance arranged by the bidders shall cease to exist.
- BRBNMPL shall arrange for Storage-cum-Erection insurance at their premises after unloading.

***Inclusive of GST for Indian Bidders

**** The present rate of GST is 18%. **The bidder needs to mention the GST rate considered in their quotation.** In case the rate of GST prevailing at the time of payment is less than the GST rate considered by the bidder, BRBNMPL will deduct the GST amount considered by the bidder even though BRBNMPL is required to pay less GST. However, in case at the time of payment, the actual GST rate is more than the rate considered by the bidder, the additional amount towards GST shall be borne by BRBNMPL.

The Online Varnishing Coating with UV curing unit and Overprint Unit is optional and may be ordered by BRBNMPL at the later stage. The price quoted shall be firm and binding and valid for three years from the date of LOI/ till completion of the warranty period of the last machine of the contract whichever is later.

The successful bidder should raise the Invoice in the name of respective BRBNMPL Presses against the machine/ material supply.

Table B) Price schedule for Dismantling, Disassembly and Defacing Offer:

Sl No.	Description	HSN/SAC code	Units & Qty	Unit Rate (INR)	Total Price in (INR)
1	Dismantling, Disassembly and Defacing Offer –Komori make M/c (Salboni)		03 Nos		
2	Dismantling, Disassembly and Defacing Offer – KBA make M/c (Mysore)		03 Nos		
3	Total (Sl. No. 1+2)		06 Nos		
4	GST**		06 Nos		
5	Scrap Value(to be deposited to BRBNMPL)				
6	Total Price				
	Total Price in Words.....				

**Applicable GST on Dismantling, Disassembly and Defacing offer will be borne by successful bidder.

Note: If a bidder anticipates the net cost to BRBNMPL under the Dismantling, Disassembly and Defacing Offer, for the existing machines, the same may be reflected in negative terms in the Table B.

Table C) Initial L1 determination (Original Quoted Price-OQP)

Sl No.	Description	Total Price (INR)
1.	Total CIF Price (as per Table A at Sl. No.7)	
2.	Training charges at the Manufacturer Facility (as per Table A at Sl. No.8)	
3.	Installation, commissioning, On-site Training, Performance Testing charges etc. (Inclusive of GST) (as per Table A at Sl. No.9)	
4.	Custom Duties @ 27.735% on Assessable Value (Assessable Value = Total CIF + 1% of CIF value as landing charges) shall be borne by BRBNMPL	
5.	Local Transportation cost of all 06 machines (including shipment handling)* shall be borne by BRBNMPL	2,00,00,000
6.	Dismantling, Disassembly and Defacing Offer (as per Table B at Sl. No.6)	
7.	Final Value in Rs. = Sl. No.1+2+3+4+5-6	
Total Price in words.....		

Note for Table C

Bidders need not fill Table C above it is only for the purpose of Initial L1 determination by BRBNMPL. Calculation of duties and taxes (Customs Duty, GST etc) for Initial L1 determination will be based on prevailing rates as on the date of opening of Price bid.

*** Shipment handling**

- BRBNMPL shall be responsible for shipment handling at Indian port/s and movement of consignment from Indian port/s to BRBNMPL premises and unloading of consignment under the supervision of successful bidder.

Table D) Price schedule for Maintenance spares (Preventive maintenance spares) for entire life cycle for a period of 10 years

Sl No.	Description	HSN/ SAC	Price of spares for the recommended quantity (INR)			Total Price (INR)
			Price of recommended spares per machine = A	03 machines for Salboni B= A x 3	03 machines for Mysuru C=A x 3	D = B+C
1.	Preventive Maintenance spares list for 02 nd year					
2.	Preventive Maintenance spares list for 03 rd year					
3.	Preventive Maintenance spares list for 04 th year					
4.	Preventive Maintenance spares list for 05 th year					
5.	Preventive Maintenance spares list for 06 th year					
6.	Preventive Maintenance spares list for 07 th year					
7.	Preventive Maintenance spares list for 08 th year					
8.	Preventive Maintenance spares list for 09 th year					
9.	Preventive Maintenance spares list for 10 th year					
10.	Total Price of Preventive Maintenance spares for 06 machine for a period of 10 years (Sl. No. 1+2+3+4+5+6+7+8+9)					
11.	Total Price in words					

Note:

- a. Preventive Maintenance spares should be quoted on CIF basis.
- b. Detailed breakup of the above table D, each spares required for preventive maintenance along with recommended quantity and its respective unit rate should be quoted separately.
- c. Preventive maintenance spares will be procured at the discretion of BRBNMPL as and when required.
- d. Spares list provided by the successful bidder will be incorporated in the Contract agreement. In case any change against the specific item the quoted price shall be maintained during entire Life Cycle.

Table E) Price schedule for Maintenance spares (Breakdown maintenance spares) including numbering box and Numbering Verification System spares for entire life cycle for a period of 10 years

Sl No.	Description	HSN/SAC	Price of spares for the recommended quantity (INR)			Total Price in (INR) D=B+C
			Price of recommended spares per machine = A	03 machines for Salboni B= A x3	03 machine for Mysuru C=A x 3	
1.	Breakdown Maintenance spares list for 1 st to 4 th year					
2.	Breakdown Maintenance spares list for 05 th to 07 th year					
3.	Breakdown Maintenance spares list for 08 th to 10 th year					
4.	Total Price of Maintenance spares for 06 machine for a period of 10 years (Sl. No. 1+2+3)					
5.	Total Price in words					

Note:

- a. Breakdown Maintenance spares cost quoted should be on FOR basis (destination Mysuru/Salboni).
- b. Detailed breakup of the above table E, each spares required for breakdown maintenance along with recommended quantity and its respective unit rate should be quoted separately.
- c. Spares list provided by the successful bidder will be incorporated in the Contract agreement. In case any change against the specific item the quoted price shall be maintained during entire Life Cycle.
- d. If the breakdown spares exceeds the limit set at first block of 4 years, exceeded spares cost will be reimbursed to BRBNMPL within 30days of claim by BRBNMPL, failing which the amount will be recovered by encashing the Bank Guarantee.

Table F) Price schedule for Condition Monitoring (Health Checkup) for entire life cycle for a period of 10 years

Sl No.	Description	HSN/SAC	Price (INR)			Total Price INR D = B+C
			Price per machine = A	03 machines for Salboni B= A x3	03 machines for Mysuru C=A x 3	
1.	Health checkup 4 th year					
2.	Health checkup 7 th year					

3.	Health checkup 10 th year					
4.	Total Price of Health checkup for 06 machine for a period of 10 years (Sl. No. 1+2+3)					
5.	Total Price in words					

1. The bidder shall indicate the prices for all items as per schedule in both figures and words clearly.
2. Initial L1 determination of Bids will be done based on the **Table C of Price Schedule**. The awarding of contract will be based on the Additional factors for Evaluation of Offers as explained in the **Note A under Section III: Special Instructions to Tenderers (SIT)**.
3. **Price quoted under Table D, E& F shall not be considered for initial L1 determination. However, it shall be used to calculate Saving to Investment Ratio and Life Cycle Cost.**
4. Applicable tax deduction at source will be made for installation, commissioning and training charges and a TDS certificate will be issued.
5. Price with condition(s) shall be liable to be rejected.
6. Price should be quoted as per the above format. However, components of the price quoted may be indicated separately.
7. Conditional discount/rebate etc shall not be considered. In case, discount is offered that should be adjusted in the price and net price should be quoted.
8. The prices quoted shall be firm and no escalation will be considered on the quoted price for any reason what so ever during the currency of the contract.
9. Other important contractual obligations:
 - The bidder is expected to supply with in the contract price - initial commissioning spares, oil & lubricants and consumables as may be required during erection, testing, start-up and initial operation of the unit till completion of successful commissioning (FAT) and commencement of regular production.
 - The bidder shall give a commitment that they shall provide technical support for the offered systems and accessories and make available required spares and consumables for a period of at least 10 years from the date of expiry of warranty.

Note: 1 (For Foreign bidders)

1. The GST as applicable at actuals will be deducted against the Installation, Testing, Commissioning invoice and paid to the Govt. by BRBNMPL for and on behalf of the vendor.
2. The following factors will be borne by BRBNMPL
 - (i) Customs duties as applicable.
 - (ii) Clearing and forwarding charges as applicable.
 - (iii) Local Transportation shall be arranged from port of discharge to the final destination along with necessary Insurance.

Additional Note for Indian Supplier

Note 2:

In case if there are any Indian suppliers, they have to quote in FOR Destination (Inclusive of GST@18% or as applicable) and for comparing the quote from foreign suppliers in CIF and Indian

suppliers in FOR , following notional factors will be loaded while arriving at the total landing cost for quote in CIF. –

1. Customs duties at 27.735% on assessable value will be added. (Assessable Value = CIF value + 1% of CIF value as landing charges).
2. Clearing and forwarding charges as per the following details will be added -
 - (i) Agency charges of 0.03% of CIF value + 18% GST (or as applicable) on agency charges will be added towards local agency charges.
 - (ii) Transportation charges of Rs.2,00,00,000 for all 06 machine will be added towards local transportation cost from port of discharge to final destination.

General Note:

- i) 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.
- ii) 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.
- iii) **Quoted price 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 price and total price/cost, the unit rate will be considered for evaluation.
- iv) All decisions by BRBNMPL on the evaluation of bids will be final and binding on the Bidders and is not subject to any scrutiny
- v) 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.

Signature of Supplier with

Name of the Firm:

Date:

Place:

We confirm that there would not be any price escalation during the contract period. We also confirm that we will abide by all the tender terms and conditions bearing no -- /CO/GT/NBG/2024-25 dated--st January 2025 for supply of 06 Nos. of Numbering Machines for banknote printing (03 nos. for Salboni Press and 03 nos. for Mysore Press) and we do not have any counter conditions.

(Authorised signatory with name and date)

Office Seal/Stamp

SECTION XII: 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	Nature of the Company (Proprietorship/Partnership/Ltd. Company/Co-op. Society etc.):	
c	Corporate Identity No. (CIN), if available:	
d	Registration with BRBNMPL, if applicable:	
e	GeM Supplier ID (if registered with GeM, it is mandatory at the time of placement of Contract)	
f	Place of Registration/Principal place of business/manufacture	
g	Complete Postal Address:	
h	Pin code/ZIP code:	
i	Telephone Nos. (with country/area codes):	
j	Fax No. (with country/area codes):	
k	Cell phone Nos. (with country/area codes):	
l	Contact persons/Designation:	
m	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	Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.):	
c	GSTIN (in Consignor and Consignee States):	
d	Registered / Certified Works / Factory where the Goods would be mainly manufactured and Place of Consignor for GST Purpose:	
e	Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts):	

We solemnly declare that our GST rating on the GST portal / Govt. official website is NOT negative / blacklisted.

Documents to be submitted: Self-attested Copies 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: <input type="checkbox"/> A sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor, <input type="checkbox"/> A partnership firm. The person signing the bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney, <input type="checkbox"/> A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.	
	<i>If asked, documents to be submitted: Registration Certificate / Memorandum of Association / Partnership Agreement / Power of Attorney / Board Resolution</i>	

4	Bidder's Authorized Representative Information	
a	Name:	
b	Address:	
c	Telephone/ Mobile Numbers:	
d	Email Address:	

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

Name of Authorized signatory:

Designation:

Seal

Section XIII: Model Form of Bank Guarantee Bond for Bid Security (EMD)

1. In consideration of BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED (hereinafter called 'BRBNMPL') having agreed to exempt _____ [hereinafter called 'the said Tenderer'] from the demand, under the terms and conditions of Tender No. _____ dated _____ for _____ (hereinafter called 'the said Tender'), of bid security (EMD) for the due fulfilment by the said Tenderer of the terms and conditions contained in the said Tender, on production

_____, (indicate the name of the bank) (hereinafter referred to as 'the Bank') at the request of _____ [Tenderer]

_____ Only), we, _____ against any claim by BRBNMPL by reason of any breach by the said Tenderer of any of the terms or conditions contained in the said Tender.

2. We, _____, (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from BRBNMPL stating that the amount claimed is due because of withdrawal of the tender by the said Tenderer or any material alteration to the tender carried out by the said Tenderer after its opening or because of failure to accept the Letter of Intent or Agreement by the said Tenderer or by reason of any other breach by the said Tenderer of the terms and conditions contained in the said Tender. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

3. We undertake to pay to BRBNMPL any money so demanded notwithstanding any dispute or disputes raised by the said Tenderer in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the said Tenderer shall have no claim against us for making such payment.

4 We, _____, (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said Tender and that it shall continue to be enforceable till the said Tender is finally decided and orders placed on the successful Tenderer and/or till all the dues of BRBNMPL under or by virtue of the said Tender have been fully paid and its claims satisfied or discharged or till BRBNMPL certifies that the terms and conditions of the said Tender have been fully and properly carried out by the said Tenderer and accordingly, discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ___ we shall be discharged from all liability under this guarantee thereafter.

5. We, _____, (indicate the name of bank) further agree with BRBNMPL that BRBNMPL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of the said Tender from time to time or to postpone for any time or from time to time any of the powers exercisable by BRBNMPL against the said Tenderer and to forbear or enforce any of the terms and conditions relating to the said Tender and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of BRBNMPL or any indulgence by BRBNMPL to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Tenderer/Bidder.

7. We, _____, (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of BRBNMPL in writing.

Banks may insert the following “Notwithstanding” Clause as per the standard given below

8. Notwithstanding anything contained herein:

- a) Our liability under this guarantee shall not exceed ₹ _____ (Rupees _____ Only);
- b) This bank guarantee shall be valid up to _____; (being the date of expiry of the guarantee)
- c) The Beneficiary’s right as well as the Bank’s liability under this guarantee shall stand extinguished unless a written claim or demand is made under this guarantee on or before _____ (being the date of expiry of claim period which in no case should be less than 1 year from the date of expiry of validity period of BG as per clause (b) above);
- d) This Bank Guarantee must be returned to the bank upon expiry of claim period. If the Bank Guarantee in original is not received by the bank after expiry of claim period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.**

9. Dated the _____ day of _____ (month) _____ (year)

For _____ (indicate the name of the Bank)

Bank Guarantees issued through SFMS platform:

BG can also be issued through IFN 760 COV Bank Guarantee Advice Message / IFN 767 COV Bank Guarantee Amendment Message to Advising Bank Branch (Beneficiary’s Bank Branch)

1. In that case, the BG issued by the issuing bank on behalf of Bidder / Supplier / Contractor in favour of “Bharatiya Reserve Bank Note Mudran Pvt Ltd” shall be in paper form and also shall be made available under the “Structured Financial Messaging System” (SFMS) (Ref: GoI, MoF letter F. No.7/112/2011-BOA dated 07.07.2012)
2. The Bidder / Supplier / Contractor shall ensure issuance of IFN 760 COV BG Advising Message by the issuing bank through SFMS platform in order to make the paper Bank Guarantee operative.
3. The issuing bank shall directly send the reference number of SFMS transmission message to BRBNMPL through Speed Post / Courier.
4. The details of beneficiary for issue of BG under SFMS platform is furnished below:
Name and address of Beneficiary : Bharatiya Reserve Bank Note Mudran Private Limited [To be filled by BRBNMPL]
Beneficiary Bank, Branch and Address : To be filled by BRBNMPL
IFSC Code : To be filled by BRBNMPL
SWIFT Code : To be filled by BRBNMPL
MICR Code : To be filled by BRBNMPL
5. The Bank Guarantee submitted shall also be subject to verification from the issuing bank, hence the email ID of bank must be incorporated in the BG.

Section XIV: Manufacturer's Authorization Form

To

.....

.....

(Name and address of BRBNMPL)

Dear Sirs,

Ref. Your Tender document No dated

We, who are proven and reputable manufacturers of (name and description of the goods offered in the tender) having factories at hereby authorize Messrs (name and address of the authorized dealer/distributor/representative) to submit a bid, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs..... (name and address of the above authorized dealer/distributor/representative) is authorized to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above goods manufactured by us.

As principals, we also hereby extend our full warranty, as applicable as per clause 16 of the General Conditions of Contract read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this tender document and also undertake to abide by other tender terms and conditions.

If stipulated in the tender document, the following documents may be enclosed,

We enclose herewith, as appropriate, our _____ (Bye-Lawa/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/Power of Attorney/Board Resolution)

Yours faithfully,

.....

.....

[signature with date, name and designation]

for and on behalf of Messrs
(name & address of the manufacturers]

Note: This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer

SECTION XV: Model Form of Bank Guarantee Bond for Performance Security

1. In consideration of BHARATIYA RESERVE BANK NOTE MUDRAN PRIVATE LIMITED (hereinafter called 'BRBNMPL') having agreed to exempt _____ [hereinafter called 'the said Contractor(s)'] from the demand, under the terms and conditions of an Agreement dated _____ made between _____ and _____ for _____ (hereinafter called 'the said Agreement'), of security deposit for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for ₹ _____ (Rupees _____ only), we, _____ (indicate the name of the bank) (hereinafter referred to as 'the Bank') at the request of _____ [contractor(s)] do hereby undertake to pay to BRBNMPL an Amount not exceeding ₹ _____ against any loss or damage caused to or suffered or would be caused to or suffered by BRBNMPL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We, _____, (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from BRBNMPL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by BRBNMPL by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ _____

3. We undertake to pay to BRBNMPL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We, _____, (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BRBNMPL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BRBNMPL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

5. We, _____, (indicate the name of bank) further agree with BRBNMPL that BRBNMPL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by BRBNMPL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of BRBNMPL or any indulgence by BRBNMPL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect

of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).

7. We, _____, (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of BRBNMPL in writing.

Banks may insert the following “Notwithstanding” Clause as per the standard given below

8. Notwithstanding anything contained herein:

b) Our liability under this guarantee shall not exceed ₹ _____ (Rupees _____ Only);

b) This bank guarantee shall be valid up to _____; (being the date of expiry of the guarantee)

c) The Beneficiary’s right as well as the Bank’s liability under this guarantee shall stand extinguished unless a written claim or demand is made under this guarantee on or before ____ (being the date of expiry of claim period which in no case should be less than 1 year from the date of expiry of validity period of BG as per clause (b) above);

d) This Bank Guarantee must be returned to the bank upon expiry of claim period. If the Bank Guarantee in original is not received by the bank after expiry of claim period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

9. Dated the _____ day of _____ (month) _____ (year)

For _____ (indicate the name of the Bank)

Bank Guarantees issued through SFMS platform:

BG can also be issued through IFN 760 COV Bank Guarantee Advice Message / IFN 767 COV Bank Guarantee Amendment Message to Advising Bank Branch (Beneficiary’s Bank Branch)

1. In that case, the BG issued by the issuing bank on behalf of Bidder / Supplier / Contractor in favour of “Bharatiya Reserve Bank Note Mudran Pvt Ltd” shall be in paper form and also shall be made available under the “Structured Financial Messaging System” (SFMS) (Ref: GoI, MoF letter F. No.7/112/2011-BOA dated 07.07.2012)

2. The Bidder / Supplier / Contractor shall ensure issuance of IFN 760 COV BG Advising Message by the issuing bank through SFMS platform in order to make the paper Bank Guarantee operative.

3. The issuing bank shall directly send the reference number of SFMS transmission message to BRBNMPL through Speed Post / Courier.

4. The details of beneficiary for issue of BG under SFMS platform is furnished below:

Name and address of Beneficiary : Bharatiya Reserve Bank Note Mudran Private Limited [To be filled by BRBNMPL]

Beneficiary Bank, Branch and Address : To be filled by BRBNMPL
IFSC Code : To be filled by BRBNMPL
SWIFT Code : To be filled by BRBNMPL
MICR Code : To be filled by BRBNMPL

5.The Bank Guarantee submitted shall also be subject to verification from the issuing bank, hence the email ID of bank must be incorporated in the BG.

Section XVI: Contract Form

(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. Supplier's Tender No. dated and subsequent communication(s) No..... dated (If any), exchanged between the supplier 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. Quality Control Requirements;
 - vi. Tender Form furnished by the supplier;
 - vii. Price Schedule(s) furnished by the supplier in its tender;
 - viii. Manufacturers' Authorisation Form (if applicable for this tender);
 - ix. BRBNMPL's Notification of Award

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under Section - V - 'General Conditions of Contract' of BRBNMPL's Tender document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

(i) Brief particulars of the goods and services which shall be supplied / provided by the supplier are as under:

Schedule No.	Brief description of goods / services	Accounting unit	Quantity to be supplied	Unit Price (In Rs.	Total price

Any other additional services (if applicable) and cost thereof:

Total value (in figure)

(In words)

- (ii) Delivery schedule
- (iii) Details of Performance Security
- (iv) Quality Control
 - (a) Mode(s), stage(s) and place(s) of conducting inspections and tests.
 - (b) Designation and address of BRBNMPL's inspecting officer
- (v) Destination and despatch instructions
- (vi) Consignee, including port consignee, if any
- (vii) Warranty clause
- (viii) Payment terms
- (ix) Paying authority

.....

(Signature, name and address of BRBNMPL's authorized official)

For and on behalf of

Received and accepted this contract

(Signature, name and address of the supplier's executive duly authorized to sign on behalf of the supplier)

For and on behalf of

(Name and address of the supplier)

.....

(Seal of the supplier)

Date:

Place:

Section XVII: Letter of Authority for attending a Bid Opening

(Refer to clause 24.2 of GIT)

The General Manager

Unit Address

Subject: Authorization for attending bid opening on _____(date) in the Tender of _____

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:

Order of Preference	Name	Specimen Signatures
I.		
II.		
Alternate Representative		
Signature of Bidder or Officer authorized to sign the bid Documents on behalf of the bidder		

Note:

1. Maximum of two representatives will 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.

Section XVIII: Eligibility Declarations

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

Tender No: --/CO/GT/NBG/2024-25 dated --st December2024 Date _____

Bidder's Name _____
[Address and 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 Entity of Bidder:**

2. **OEM/Authorized representative/Dealership Status:**

3. We are,

- a Joint Venture
- not a Joint Venture

4. We solemnly declare that we (including our affiliates or subsidiaries or constituents):

- 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;

(including our Contractors/subcontractors for any part of the contract):

- Do not stand declared ineligible/blacklisted/banned/debarred by BRBNMPL or its subsidiaries 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.

5. **Restrictions on procurement from bidders from a country sharing land border with India** Order (Public Procurement No. 1) issued vide F.No.6/18/2019 -PPD dated 23rd July 2020 (and its amendments

if any) by Department of Expenditure, Ministry of Finance

We certify as under:

“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

we are not from such a country or, if from such a country, we are registered with the Competent

Authority (copy enclosed); and

we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

6. MSMEs Status

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

a) We are a,

Micro Enterprise

Small Enterprise

Medium Enterprise

Others

b) We are a MSE and we are classified as,

Manufacturer

Service Provider

Trader / dealer / reseller / distributor / authorized agent

Not applicable

c) We are a MSE and submit herewith Udyam Registration Certificate as proof of our being MSE registered on the Udyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.

Udyam Registration No.

d) We are a MSE and our Proprietor / Partner belongs to,

SC (if applicable, specify _____% of shares)

ST (if applicable, specify _____% of shares)

Women

Not applicable

7. Start-up Status

We confirm that as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT, we are

a Start-up

not a Start-up

8. Make in India Status

Having read and understood the Public Procurement (Preference to Make in India) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/Department, and solemnly declare the following:

a) **Self-Certification for category of supplier:**

(Provide a certificate from statutory auditors / cost accountant in case of Tenders above ₹10 Crore for Class-I or Class-II Local Suppliers).

Details of local content and location(s) at which value addition is made are as follows:

Local content %age	
Location(s) of value addition	

Therefore, we certify that we qualify for the following category of the supplier:

- Class-I Local Supplier
- Class-II Local Supplier
- Non-Local Supplier

b) We also declare that

- There is no country whose bidders have been notified as ineligible on reciprocal basis under this order for the offered Goods, or
- We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Goods.

9. 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.

Authorized Signatory of the bidder firm with date)

(Seal)

.....
Name & Designation

Section XIX: Proforma of Bills for Payment

(Refer Clause 22.6 of GCC)

[Name and Address of the Firm]

PAN : CIN : XXXXXXXXXXXX (as per Company law)

[Regd. Office address] (as per Company law)

[Address of place of business under GST]

GSTIN of the respective place of

Bill No Dated

Purchase order No Dated

Name and address of the consignee

S. No.	Authority for purchase	Description of Stores	Number or quantity	Rate Rs. P.	Price per Rs. P.	Amount
Total						

1. C.S.T./Sales Tax Amount
2. Freight (if applicable)
3. Excise Duty (if applicable)
4. Packing and Forwarding charges (if applicable)
5. Others (Please specify) ,
6. PVC Amount (with Calculation sheet enclosed)
7. (-) deduction/Discount
8. Net amount payable (in words Rs.)

Dispatch detail RR No. other proof of despatch

Dated (enclosed)

Inspection Certificate No Dated (enclosed)

Income Tax Clearance Certificate No Dated (enclosed)

Modvat Certificate No (enclosed)

Excise Duty Gate pass (enclosed)

Place and Date

Received Rs (Rupees)

I hereby certify 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.

Signature and Stamp of Supplier

Section XX: Proforma for Pre-contract integrity pact

PRE-CONTRACT INTEGRITY PACT

INTEGRITY PACT

Between

Bharatiya Reserve Bank Note Mudran Private Limited (BRBNMPL) Mysuru

hereinafter referred to as "**The Principal**"

and

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

Preamble

The Principal intends to award, under laid down organisational procedures, contract/s for

..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/ or Contractor(s).

- a) In order to achieve these goals, Independent External Monitors (IEMs), appointed by the Principal will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.
- b) Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties and will be effective till the completion of contractual obligations. The IEMs shall examine all the representations/grievances/ complaints received by them from the bidders or their authorized representative related to any discrimination
- c) In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact In case of sub-contracting (if permissible under the contract), the Principal contractor shall take responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub- contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.

Section 1- Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a) The Principal should not seek or accept any benefit, which is not legally available.
 - b) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - c) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - d) The Principal will exclude from the process all known prejudiced persons.

- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PCAct, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) Bidders are required to submit a self-declaration that they are not engaging any agent for participation in the bidding/ procurement process. However, if engagement of agents is permitted as mentioned in the tender, then foreign bidders should disclose the name and address of agents and representatives in India. Bidders should disclose the payments to be made by them to agents or brokers or any other intermediary;
 - e) Indian Bidders to disclose their foreign principals or associates.
 - f) Bidders/contractor(s) should disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is/are to be reported by the bidders shall be the last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

- g) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

- a) If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or take action as per clause 6.5 (Ban and Blacklisting) of procurement manual of BRBNMPL.
- b) Any violation of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines etc. as may be applicable to the organization concerned.

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

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

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

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

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

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

Section 8 - Independent External Monitor

Name of the IEM: Shri Ravi Dutt Kamboj
Email: rdkamboj@yahoo.com

Shri Ravendra Singh
ravendra026@gmail.com

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

- (7) The monitor will submit a written report to the Chairman, BRBNMPL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals form correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, BRBNMPL, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Chairman BRBNMPL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.
- (10) In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms & conditions of the contract.
- (11) The word '**Monitor**' would include both singular and plural.

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

- (1) This agreement is subject to Indian Law Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Bengaluru.
- (2) Changes and supplements as well as termination notice need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & On behalf of the
Principal) (Office Seal)

(For & On behalf of Bidder/
Contractor) (Office Seal)

Place:

Date:

Witness 1:
(Name & Address)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Witness 2:
(Name & Address)

ANNEXURE –1**CHECK LIST FOR BIDDERS (to be submitted along with part I - Technical bid)**

Sl.No.	Requirements / Name of the Bidder	M/s	Pg. No.
1.	Name of the Firm and complete Address		
2.	Is the bidder a manufacturer of Numbering machines for banknote printing		
3.	Tender fee submitted – Rs.10,000/-		
4.	EMD submitted for Rs.7.6 Crores or equivalent Foreign currency with validity up to _____ (225 days from the date of opening of Tender excluding claim period)		
5.	Tender form is submitted with duly signed and sealed.		
6.	Brief description and of goods and services offered		
7.	Permanent Income Tax A/ C No. as allotted by the Income Tax Authority of Government of India Please attach certified copy of your latest/ current Income Tax clearance certificate issued by the above authority.		
8.	Registered with the Directorate General of Supplies & Disposals (DGS&D), New Delhi, and/ or the National Small Industries Corporation (NSIC), New Delhi, and/ or the present BRBNMPL and/ or the Directorate of Industries of the concerned State Government for the goods quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit imposed on your registration. Please attach certified copy(s) of your registration status etc. in case your answer(s) to above query is in affirmative		
9.	Registered under the Indian Companies Act, 1956 or any other similar Act? Please attach certified copy(s) of your registration status etc. in case your answer(s) to above query is in affirmative		
10.	Name & full address of your Banker(s)		
11.	Please state whether business dealings with you currently stand suspended/ banned by any Ministry / Deptt. of Government of India or by any State Govt.		
12.	Letter of Authority for attending a Bid Opening		

Sl.No.	Requirements / Name of the Bidder	M/s	Pg. No.
13.	Tender validity up to _____(180 days from the date of opening of Tender)		
14. EXPERIENCE AND PAST PERFORMANCE	The firm should have manufactured, supplied, installed and commissioned at least two Numbering machine for banknote printing during the last five years.		
	The bidder firm shall submit the credentials regarding experience and past performance to the extent required as per the eligibility criteria.		
	In case of Indian Manufacturers the past performance and experience shall be relaxed at the discretion of the purchaser with appropriate justification.		
	All experience, past performance and capacity/capability related data should be certified by the authorized signatory of the bidder firm.		
15. Capability – Equipment & Manufacturing facilities	The bidder firm must have an annual capacity to manufacture and supply at least 02 No. of complete sheet fed Numbering machine for Banknote printing with related auxiliaries systems required for operation of the machine.		
16. FINANCIAL STANDING	Average Annual Turnover of the Bidder firm during last three years should be more than INR 114 Crores.		
	For Indian manufacturer, annual turnover criteria may be relaxed.		
	Similar relaxation may be extended to foreign bidders if they are willing to setup the manufacturing plant in India within two years time from the date of finalization of agreement. (if they fail, a suitable penalty clause may be incorporated)		
	The net worth of the firm should not have eroded by more than 30% in the last three years.		
	All the pages of financial standing data (including all extract of pages) should be certified by certified accountant's e.g. Chartered Accounts (CA) in India and		

Sl.No.	Requirements / Name of the Bidder	M/s	Pg. No.																								
	<p>Certified Public Accountant / Chartered Accountants of other countries.</p> <p>The bidders to enclose certified audited balance sheets, financial statements, P/ L accounts and below mentioned details certified by CA/ CPA.</p> <table border="1"> <thead> <tr> <th>Sl. No</th> <th>Year</th> <th>Annual Turnover</th> <th>Profit/ Loss</th> <th>Net worth</th> <th>Remarks</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>2021-22 or 2021</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td>2022-23 or 2022</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td>2023-24 or 2023</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Signature of Certified Accountant: Name: Name of Firm: Reg. No of firm Membership No. Place Date:</p>	Sl. No	Year	Annual Turnover	Profit/ Loss	Net worth	Remarks	1.	2021-22 or 2021					2.	2022-23 or 2022					3.	2023-24 or 2023						
Sl. No	Year	Annual Turnover	Profit/ Loss	Net worth	Remarks																						
1.	2021-22 or 2021																										
2.	2022-23 or 2022																										
3.	2023-24 or 2023																										
17. Preference to make in India	The provisions of the public procurement (preference to make in India) order 2017 dated June 15, 2017 by the department of Industrial Policy and promotion (DIPP).																										
18. OTHER INSTRUCTIONS	The Bidder is required to submit the “Pre contract Integrity Pact” duly filled and signed on all the pages.																										
	The intending bidders shall submit all technical details, product catalogues, specifications etc of the proposed systems offered for evaluation.																										
	The bidder shall provide the complete details and address of the locations of the manufacturing units of main machine and all the auxiliary units.																										

Sl.No.	Requirements / Name of the Bidder	M/s	Pg. No.
	The bidder shall provide details of supply of similar machines in the past including to neighboring countries of India.		
	Bidder shall note that the purchaser reserves the right to visit the manufacturing facilities of the bidder and the facilities where the bidder has supplied the machinery for verifying the claims of the bidder. This will be a part of Technical Bid Evaluation.		
	Product support, after sales support and infrastructure – Details may be provided		
	The bidders should give a declaration that they have not been blacklisted or debarred for dealing by Government of India.		
	The documents in support of pre-qualification criteria need to be submitted along with the bid document duly signed by authorized representative of the applicant.		
19. UNDERTAKINGS/DECLARATION	Bidder should also confirm specifically that a) The signatory is competent and legally authorized to submit the tender and / or to enter into legally binding contract.		
	b) Applicant will absolve the purchaser against any infringement of patent right and other contract provision.		
	c) BRBNMPL, if so desire, can inspect the manufacturer's works facilities.		
	d) Shall furnish a confidentiality statement		

Sl.No.	Requirements / Name of the Bidder	M/s	Pg. No.																												
	<p>Bidder shall comply with the Scope of work & Delivery Schedule – As per Section VI: List of Requirements.</p> <table border="1" data-bbox="387 241 1150 544"> <thead> <tr> <th data-bbox="387 241 499 275">Sl. No.</th> <th data-bbox="499 241 671 275">Location</th> <th data-bbox="671 241 802 275">Quantity</th> <th data-bbox="802 241 1150 275">Tentative delivery</th> </tr> </thead> <tbody> <tr> <td data-bbox="387 275 499 320">01</td> <td data-bbox="499 275 671 320">Salboni</td> <td data-bbox="671 275 802 320">01</td> <td data-bbox="802 275 1150 320">March 2026</td> </tr> <tr> <td data-bbox="387 320 499 365">02</td> <td data-bbox="499 320 671 365">Mysore</td> <td data-bbox="671 320 802 365">01</td> <td data-bbox="802 320 1150 365">June 2026</td> </tr> <tr> <td data-bbox="387 365 499 409">03</td> <td data-bbox="499 365 671 409">Salboni</td> <td data-bbox="671 365 802 409">01</td> <td data-bbox="802 365 1150 409">September 2026</td> </tr> <tr> <td data-bbox="387 409 499 454">04</td> <td data-bbox="499 409 671 454">Mysore</td> <td data-bbox="671 409 802 454">01</td> <td data-bbox="802 409 1150 454">December 2026</td> </tr> <tr> <td data-bbox="387 454 499 499">05</td> <td data-bbox="499 454 671 499">Salboni</td> <td data-bbox="671 454 802 499">01</td> <td data-bbox="802 454 1150 499">March 2027</td> </tr> <tr> <td data-bbox="387 499 499 544">06</td> <td data-bbox="499 499 671 544">Mysore</td> <td data-bbox="671 499 802 544">01</td> <td data-bbox="802 499 1150 544">June 2027</td> </tr> </tbody> </table> <p>Declaration for adhering to the delivery schedule finalized during award of LOI to be submitted.</p>	Sl. No.	Location	Quantity	Tentative delivery	01	Salboni	01	March 2026	02	Mysore	01	June 2026	03	Salboni	01	September 2026	04	Mysore	01	December 2026	05	Salboni	01	March 2027	06	Mysore	01	June 2027		
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	<p>Bidder shall provide clause wise Technical compliance commentary for the technical specifications indicated in Section VII.</p>																														
	<p>The Online Varnishing Coating with UV curing unit and Overprint Unit is optional and may be ordered by BRBNMPL at the later stage. The price quoted shall be firm and binding and valid for three years from the date of LOI/ till completion of the warranty of the last machine of the contract whichever is higher.</p>																														
	<p>Bidder shall ensure that details as required in the tender pertaining to power consumption, list of preventive and breakdown spares, numbering box and Numbering verification system spares health check-up etc. have been submitted along with the bid</p>																														
	<p>The bidder shall ensure that all pages of tender document are duly signed, numbered and sealed for having read and understood all terms and conditions of the tender document</p>																														
	<p>The supplier should understand and quote for Dismantling, Disassembly and Defacing which is compulsory. Declaration to this effect to be given by the bidder.</p>																														
	<p>Undertaking that the bidder is accepting all the terms and conditions of this tender and abides by it without any counter conditions.</p>																														
	<p>Undertaking that the information given in the documents is correct and the Bidder is aware that any information provided is found to be false at a later stage BRBNMPL reserves the right to reject / disqualify the Bidder at any stage of the tendering process without assigning any reason.</p>																														

	A self-declaration that no agents are engaged or proposed to be engaged for participation in this tender.		
	The Company/firm/organization undertakes not to reveal the information in the tender documents to any third party.		
Sl.No.	Requirements / Name of the Bidder	M/s	Pg. No.
	The operation of the bidder in Pakistan or China, if any, should be suitably firewalled from the contract / operations with Government of India. Bidder shall also declare that no employee who has previously worked or been posted in Pakistan or China in any capacity will be engaged by the Company for this project.		
	Bidder shall note that, if there is any change in Board of Directors/Key personnel and in ultimate beneficial ownership of 10% and above. The bidder is therefore required to submit an undertaking that any such changes will be intimated without any delay to the Purchaser.		
	A duly signed and stamped confidentiality statement as given below is to be furnished: - “The information(s) contained in the tender document will not, in whole or in part be reproduced, transferred to other documents /electronic media or disclosed to others without written consent”		
	<u>Non-Misuse Declaration</u> 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.		
20. TECHNICAL BID	Whether Techno-commercial bid is kept in First sealed cover, superscribing “ <u>Part I - Technical Bid</u> ” containing following a. Required EMD amount, Technical Offer along with the catalogue and brochure of the item along with the following annexures of this tender i.e <u>Section I to Section X and Section XII to Section XX and Annexure-I (Checklist)</u> . All the above mentioned documents should be signed and stamped and to be submitted as Technical Bid as acceptance of the terms and conditions and required formats to be maintained.		

Sl.No.	Requirements / Name of the Bidder	M/s	Pg. No.
21.PRICE BID	<p>a) Whether Price bid (Section XI: Price Schedule) is filled with detailed price break up/ tax applicable, for all the components of Table A, B, C, D,E and F signed and is kept in Second sealed cover superscribing “Part II - Price Bid”</p> <p>b) The detailed list of Maintenance spares (Breakdown and Preventive) along with recommended quantity and rate as per Price Schedule should also be submitted in the second sealed cover.</p>		
22	Whether the above mentioned sealed covers (Part I & II) put in another big cover, sealed and superscribed as Offer for “Design, Manufacturing, Testing, Supply, Installation, Commissioning, Training and Performance Testing of 06 Nos. of Numbering machines for banknote printing (03 nos. for Salboni Press and 03 nos. for Mysore Press)”		

TECHNICAL COMPLIANCE COMMENTARY FOR THE TECHNICAL SPECIFICATIONS INDICATED IN SECTION VII

Sl. No.	Requirements / Name of the Bidder	M/s	Pg. No.
A	Numbering machine model (for Banknote printing) offered against the Tender Specification		
1.	Dismantling, Disassembly and Defacing offer of Existing Numbering Machines at Mysore and Salboni Presses		
2.	BRIEF DESCRIPTION		
	1. Automatic sheet fed Numbering press designed for printing of Banknotes and other security documents by the Numbering process on one side of the sheet.		
	2. Numbering machines capable of printing a Maximum sheet size of 700mm X 820 mm		
	3. Numbering machines should be compatible with the existing infrastructure/utilities presently available with BRBNMPL presses.		
	4. Numbering press shall employ a wide range of automatic mechanisms and electronic controls for providing high productivity of quality print and reduction in spoil percentage		

Sl. No.	Requirements / Name of the Bidder	M/s	Pg. No.
	5. Numbering machine shall be suitable for reproducing the latest Numbering related Banknote features		
	6. Machine should be made with a robust bed, frame and supports in order to provide the necessary structure to withstand high pressure while printing		
	7. Machine counter: Shall have counters for continuous recording of number of impressions / machine hours		
	8. Numbering press shall be capable for printing atleast 63,000 sheets in a 9 hour shift operation (Trial run to be verified during the pre- shipment inspection for atleast 01 hour continuously at max. printing speed without any stoppage)		
	11. Machine shall have the facility for retrofitment of Varnishing with UV curing unit and overprint unit		
3.	ESSENTIAL MACHINE PARAMTERS		
	1. Printing speed of the machine should be at least 10,000 Sheets Per Hour.		
	2. Numbering press shall be capable for printing atleast 63,000 sheets in a 9 hour shift operation.		
4.	ESSENTIAL GENERAL SPECIFICATIONS		
	a) Suitable to handle all types of bank note substrates - 100% cotton furnish, Polymer, Hybrid, Durable Paper etc.		
	b) Printing speed of the machine should be at least 10,000 Sheets Per Hour.		
	c) Machine should have the crawl speed facility for safe cleaning of the press.		
	d) Shall be suitable for maximum sheet size of 700 mm X 820 mm and minimum sheet size of 475 mm x 600 mm)		
Sl. No.	Requirements / Name of the Bidder	M/s	Pg. No.
	e) Shall be suitable for a carrying out Numbering on substrate like 100% cotton furnish, Polymer, Hybrid, Durable Paper etc. with a range of GSM 70 to 120.		

	f) Maximum print area should be atleast 660 mm (Circumferential) X 800 mm (Lateral).		
	g) Gripper margin shall not exceed 15 to 25 mm, during varnishing of lower denomination the gripper margin should not exceed 13 to 15mm		
	h) Noise level: The following levels of noise shall not exceed at the main working areas of the press, at times of full output. <ul style="list-style-type: none"> a. Feeder (Loading area) b. Main Printing Unit (Operator side) c. Delivery (control panel and delivery piles) } <p>less than 85dBA</p>		
	i) Suitable for uninterrupted production for at least 10 years in two shift operation without any overhauling and any major breakdown.		
	j) Numbering cylinders shall be protected to prevent fretting of the cylinder over the entire life of the press.		
	k) Remote control facility shall be provided for adjustment of important parameters		
	l) All components shall resist corrosion, erosion, etching and pitting when contacted by printing inks, cleaning solution(s) normally encountered during printing operations		
5.	Modules to be incorporated in the offered machines:		
	A. Feeder Unit		
	B. Inking Unit		
	C. Printing/Numbering Unit		
	D. Centralized Lubrication system		
	F. Delivery Unit		
	G. Numbering System with Number Verification		
	H. Online Number Quality Inspection System		
	I. Remote Maintenance system & Monitoring of Production data from central server for all the machines		
	J. Provision for retro fitment of additional module <ul style="list-style-type: none"> a. Varnishing & UV CURING UNIT: b. Overprint (Third print unit) 		
6.	MAINTENANCE		

7.	ELECTRIC AND ELECTRONIC CONTROL:		
8.	SAFETY		
9.	ACCESSORIES PER MACHINE		
	<ul style="list-style-type: none"> a) Tool Kit (for operational staff) : 01 Set b) Numbering Box Maintenance Tool Kit (for operational staff) : 02 Sets c) Complete tool kit for machine maintenance activities : 01 Set d) Feeder pile board: 05 Nos. e) Delivery Boards : 10 Nos. f) Two set sof Forks to support one pile for continuous feeding g) Rubber Rollers – for each numbering unit of the machine 01 set of rubber rollers and two sets of extra forme rollers to be supplied additionally as spare rollers other than complete set mounted on the machine h) Ink agitators – 2 Nos. spare excluding 2 Nos. fitted on the machine i) Duct blades- 4 Nos. excluding 2 Nos. fitted on the machine j) Ink Side seals- 12 pairs (six pairs for top station and six pairs for bottom station) excluding 2 pairs fitted on the machine (if side seal exists in the machine) k) Numbering Boxes with exploding font – 160 Nos. (wheels should be suitable for numbering of all denominations) l) Wheels required: (Wheels in Numbering Box + Spare wheels) <ul style="list-style-type: none"> Wheel position 1: (0-9) – 160+30 Wheel position 2: (0-9) – 160+30 Wheel position 3: (0-9) – 160+30 Wheel position 4: (0-9) – 160+30 Wheel position 5: (0-9) – 160+30 Wheel position 6: (0-9) – 160+30 Wheel position 7: (* and 1) – 160+30(both images are on the same wheel) Wheel position 8 : (A-L) – 160+30 Wheel position 8 : (M-W) – 160+30 Wheel position 9 : (A-L) – 160+30 Wheel position 9: (M-W) – 160+30 Wheel position 9: (0-9) – 160+30 Wheel position 10: (0-9) – 160+30 m) 50 Nos. Impression Blankets with each machine. n) 25 Nos. Digital Nyloprint plate for varnish coating (optional only in case of procurement of Varnishing unit) o) Box to Ring cable–250 Nos.(Excluding cable provided along with the box on the machine) p) Ring Electronics – 20 Nos. (N1- 10Nos and N2- 10Nos) q) Ring to Ring cables - 20 Nos.(N1- 10Nos and N2- 10Nos) r) Box Mounting Ring – 16 Nos.(N1- 8Nos and N2- 8Nos) s) Numbering box PCBs -30 Nos. (Excluding Box PCBs) t) Numbering Box cover mounting screws-200 Nos u) Numbering Box servomotors- 30 Nos (Excluding servomotors mounted in the numbering box) 		

Section III: Special Instructions to Tenderers (SIT)

Note –A

Sl. No. 18: Additional factors for Evaluation of Offers

1.	Projected / anticipated power consumption of per machine over a period of 10 years (To be filled by bidders) for numbering machine with all auxiliaries (except Varnishing unit and overprint unit)		
2.	Projected / anticipated power consumption of per machine over a period of 10 years (To be filled by bidders) for numbering machine with all auxiliaries including Varnishing unit and overprint unit		
3.	List of preventive & breakdown spares, numbering box and Numbering verification system spares health checkup details in table D,E,F have been submitted along with the bid		

**EXPLANATORY NOTE ON MAKE IN INDIA ORDER 2017; MSE'S
ORDER 2012 AND START-UPS**

(Refer Para 2.7.1 And 2.7.2)

Public Procurement (Preference to Make in India) Order, 2017

- The Govt. of India has decided to incentivise the growth of local content in goods and services through the Make in India Policy by providing purchase preference to the manufacturers/service providers having capability to meet/exceed the local content targets. Incentivising enhanced local content in the procurement of goods and/or services would lead to increased local industry content.
- The ultimate aim of the policy is to support and boost the growth of domestic manufacturing sector with a view to enhancing income and employment and contribute added value to economy, absorb manpower as well as have national, regional and international competitiveness.
- Local content can be increased through partnerships, cooperation with local companies, establishing production units in India or joint ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them etc.
- The provisions of this policy shall apply to all procurements of goods, services, including System Integrator (SI) contracts, and works, including Engineering, Procurement and Construction (EPC) contracts. However, the provisions of this policy shall not apply to small procurements where estimated value to be procured is less than ₹5 lakh.

Definitions

- Domestic Products shall be goods and/or services (including design and engineering), produced by companies, investing and producing in India.
- Domestic Manufacturer shall be business entity or individual having business activity established under Indian law and producing products domestically.
- Local Content (LC) means the amount of value added in India which shall, unless otherwise prescribed by the Nodal ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- Local Content (LC) in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication, assembly and finishing of work carried out within the country.
- Local Content (LC) in Services shall be the use of services up to the final delivery by utilizing manpower (including specialists), working appliance (including software) and supporting facilities carried out within the country.
- 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 (lowest bid) for the purpose of purchase preference.
- Supplier of Goods and/or provider of Services shall be a business entity having capability of providing Goods and/or Services in accordance with the business line and qualification thereof and classified as under: -
 - 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under Make in India policy.
 - 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under Make in India policy.

- 'Non-local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under Make in India policy.

Eligibility to bid

- Only Class-I local suppliers and Class-II local suppliers shall be eligible to bid in all procurements except when Global Tender Enquiry, allowed if purchase value is more than ₹200 crore*, is issued.
- In local procurement of all goods, services and works in respect of which the Nodal ministry / Department has communicated that there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid irrespective of purchase value.
- For all other local procurements, both Class-I local supplier and Class-II local supplier shall be eligible to bid irrespective of purchase value but purchase preference shall be given to Class-I local supplier only.
- In global tender enquiries, Non-local suppliers shall also be eligible to bid along with Class-I local suppliers and Class-II local suppliers. Class-I local supplier shall be given purchase preference.
- Class-I local suppliers and Class-II local suppliers shall be eligible to get relaxations in eligibility criteria like turnover, production capability and financial strength. Eligibility criteria on previous experience shall not require proof of supply to other countries or proof of exports for any class of suppliers. However, Purchase preference shall be given to Class-I local suppliers only. Class-II local suppliers or Non-local suppliers shall not get purchase preference in any procurement.
- Bidders offering imported products/content cannot, repeat cannot, claim themselves as Class-I local suppliers/Class-II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training, after sales service support like AMC/CMC etc. as local value addition. Such bidders will fall under the category of Non-local suppliers.

Procedure for purchase preference

The manufacturers/service providers having the capability of meeting/exceeding the local content targets shall be eligible for purchase preference under the Policy as described below: -

- Where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference shall be granted to the bidder concerned (eligible techno-commercially qualified Class-I local supplier) at the lowest valid price bid. The margin of purchase preference shall be 20%.
- The successful bidder shall be obliged to fulfil the requirements of quality and delivery time in accordance with provisions of the purchase order/contract.
- BRBNMPL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.
- Procedure for granting purchase preference to Class-I local suppliers under various scenarios is given in Annex-I.

Verification of local content

- Class-I local suppliers and Class-II local suppliers shall furnish the following undertaking from the authorized signatory of the bidder along with their techno-commercial bid. The undertaking shall become a part of the contract.

Class-I local supplier

“We _____ (name of the bidder) undertake that we meet the mandatory minimum local content requirement i.e. equal to or more than 50% for qualifying as Class-I local supplier as per the Make in India Policy for claiming purchase preference against tender No. _____. The percentage of local content in the bid is _____%.”

Class-II local supplier

“We _____ (name of the bidder) undertake that we meet the mandatory minimum local content requirement i.e. more than 20% but less than 50% for qualifying as Class-II local supplier as per the Make in India Policy for participating against tender No. _____. The percentage of local content in the bid is _____%.”

Location(s) at which local value addition is made:

- In case of procurement for a value in excess of ₹10 crores, above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies), on the letterhead of such Statutory Auditor etc.

Class-I local supplier

“We the Statutory Auditor (or as the case may be) of M/s. _____ (name of the bidder) hereby certify that M/s. _____ (name of the bidder) meet the mandatory local content requirement of the Goods and/or Services i.e. equal to or more than 50% for qualifying as Class-I local supplier as per the Make in India Policy for claiming purchase preference against tender No. _____. The percentage of local content in the bid is _____%.”

Class-II local supplier

“We the Statutory Auditor (or as the case may be) of M/s. _____ (name of the bidder) hereby certify that M/s. _____ (name of the bidder) meet the mandatory local content requirement of the Goods and/or Services i.e. more than 20% but less than 50% for qualifying as Class-II local supplier as per the Make in India Policy for participating against tender No. _____. The percentage of local content in the bid is _____%.”

Note:

- In case of a foreign bidder, certificate (with regard to fulfilment of minimum mandatory local content requirement) from Statutory Auditor or cost auditor of their own office or subsidiary in India giving percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint Statutory Auditor or cost auditor, certificate from a practicing chartered accountant in India or practicing cost accountant in India shall also be acceptable.
- In case manufacturer/service provider himself is bidding then the certificate shall be submitted by the Statutory Auditors etc. of the manufacturer/service provider.
- In case the bidder is a supplier quoting on behalf of manufacturer/service provider then the certificate shall be submitted by the Statutory Auditors etc. of the supplier. The responsibility for the certificate provided by the Statutory Auditor etc. of the supplier shall be that of the supplier.

- Each supplier shall provide the necessary local content documentation to the Statutory Auditor (or as the case may be), which shall review and determine that local content requirements have been met and issue a local content certificate to that effect, stating the % of local content in the goods or services measured. The Auditor shall keep all necessary information obtained from the supplier for measurement of local content confidential.
- During the execution of the contract, local content certificate shall have to be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total purchase of the pro-rata local content requirement. In case it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- Non-local suppliers shall also indicate percentage of local content component in their bid as under: -
“Percentage of local content as per the Make in India Policy in the bid of M/s. _____ (name of the bidder) is _____%.”
- The prescribed local content in the Make in India Policy shall be applicable on the date of Notice Inviting Tender (NIT).
- Where currency quoted by the bidder is other than INR, then the bidder claiming benefits under Make in India Policy shall consider exchange rate prevailing on the date of Notice Inviting tender (NIT) for the calculation of local content.
- Since Class-I / Class-II local suppliers are eligible to bid only if they meet the local content norms, therefore, irrespective of whether they are willing to seek benefits under the Make in India Policy or not, it is mandatory for them to submit adequate documentation as follows to establish their status as Class-I / Class-II local supplier. In fact, all bidders (i.e. Class-I local suppliers, Class-II local suppliers, Non-local suppliers) are required to mention local content in their bid and to submit the requisite documents as per the requirement of the Policy.
- BRBNMPL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

Determination of local content

Local content of Goods

- Local Content (LC) in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication, assembly and finishing of work carried out within the country.
- Local content shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of the product.
- The criteria for the determination of the local content cost shall be as follows: -
 - a) In the case of direct component (material), based on country of origin;
 - b) In the case of manpower based on INR component;
- The calculation of local content of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of local content (%) of each of the goods with the acquisition price of each of the goods to the acquisition price of the combination of the goods.

Local content of Services

- Local Content (LC) in Services shall be the use of services up to the final delivery by utilizing manpower (including specialists), working appliance (including software) and supporting facilities carried out within the country.
- Local content of services shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.

- The total cost of service shall be constituted of the cost spent for rendering of service, covering:
 - a. Cost component (material) which is used;
 - b. Manpower and consultant cost; cost of working equipment/facility; and
 - c. General service cost.
- The criteria for determination of cost of local content in the services shall be as follows:
 - a. In the case of material being used to help the provision of service, based on country of origin;
 - b. In the case of manpower and consultant based in INR component of the services contract;
 - c) In the case of working equipment/facility, based on country of origin; and
 - d. In the case of general service cost, based on the criteria as mentioned in clauses a, b and c above

Local content of EPC contracts

- Local content in Engineering, Procurement and Construction (EPC) contracts where supply of both goods and services are involved shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.
- The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred in the work site.
- Local content of the combination of goods and services shall be counted in every activity of the combination work of goods and services.
- The spent cost shall include production cost in the calculation of local content of goods and service cost in the calculation of local content of services.
- Local content shall be calculated on the basis of verifiable data. In case data used in calculation of local content not being verifiable, the value of local content of the said component shall be treated as ‘Nil’.

False declarations and Sanctions

- BRBNMPL shall have the right to impose sanctions on the bidder/manufacturer/ service provider for not fulfilling the local content of goods/services in accordance with the value mentioned in the certificate of local content. The sanctions may be in the form of written warning, financial penalty and debarring.
- If the bidder does not fulfil his obligations after the expiration of the period specified in such warning, BRBNMPL shall have the right to initiate action for debarring such bidder or impose financial penalty on the bidder or both.
- A bidder, who has been awarded the contract after availing purchase preference, is found to have violated the local content provision in the execution of the procurement contract of goods and/or services, shall be subject to financial penalty up to a maximum of 10% of the contract value. In such a case, BRBNMPL reserves the right to invoke the performance bank guarantee submitted by the bidder.
- Class-I local suppliers and Class-II local suppliers shall furnish the following undertaking from the authorized signatory of the bidder along with their techno-commercial bid. The undertaking shall become a part of the contract.

“We understand that false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the GFR for which a bidder or its successor may be debarred for up to two years as per Rule 151(iii) of GFR along with such other actions by BRBNMPL as may be permissible under law including financial penalty up to a maximum of 10% of the contract value. In such a case, BRBNMPL reserves the right to invoke the performance bank guarantee submitted by the bidder.”

Reciprocity clause

- Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry, shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/Department, except for the list of items published by the Ministry/ Department permitting their participation. The term ‘entity’ of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- Hence, prospective foreign bidders intending to participate in tenders floated by BRBNMPL, shall furnish the following declaration,
“*We do not belong to any country whose bidders are notified as ineligible on reciprocal basis under the Make in India order of Government of India*”

Manufacture under license / technology collaboration agreements with phased indigenization under ‘Make in India’

- (i) Suppliers may be exempted from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who hold intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content within the validity of the contract.
- (ii) In procurement of all goods, services or works in respect of which the Nodal ministry has not notified that there is sufficient local capacity and local competition, procuring entities may prescribe in their respective tenders that foreign companies may participate in the tender through a subsidiary or a joint venture with an Indian company. Such subsidiaries/joint ventures may be exempted from meeting the stipulated minimum local content requirement, provided there is clear phasing of increase in local content within the validity of the contract. Such subsidiaries/joint ventures must obtain an exemption letter and submit the same along with their bid to avail the exemption.

Procedure for Purchase Preference under Make in India Order, 2017

i. Procurement of Goods and Works which are *divisible* in nature (but without split order clause):-

- If L1 is ‘Class-I local supplier’ – 100% awarded to L1
- If L1 is *not* ‘Class-I local supplier’ – 50% awarded to L1
 - Remaining 50% awarded to lowest bidder among ‘Class-I local supplier’ falling within L1+20% subject to matching L1 price
 - If lowest bidder among ‘Class-I local supplier’ is unable to match L1 price or accepts less than offered quantity, next lowest ‘Class-I local supplier’ bidder within L1+20% is invited to match L1 price for remaining quantity and so on and contract will be awarded accordingly
 - If some quantity is still left uncovered on ‘Class-I local supplier’, then such balance quantity can be ordered on the original L1 bidder
 - If none of the ‘Class-I local supplier’ bidder within L1+20% is able to match L1 price or no ‘Class-I local supplier’ falls within L1+20%, contract awarded to original L1 bidder

- When the tendered goods/services cannot be divided in the exact ratio of 50:50 then BRBNMPL reserves the right to award on lowest eligible Class-I local supplier for quantity not less than 50%, as may be dividable.

E.g.: In case tendered quantity is 3 (not divisible in the ratio of 50:50), Class-I local supplier shall get order for 2 nos. and the rest will go to L1 (who is not a Class-I local supplier).

ii. Procurement of Goods and Works which are *not divisible* in nature and procurement of Services where bid is evaluated on price alone: -

- If L1 is 'Class-I local supplier' – 100% awarded to L1
- If L1 is *not* 'Class-I local supplier'
 - Lowest bidder among 'Class-I local supplier' falling within L1+20% is invited to match L1 price – contract awarded subject to matching L1 price - If lowest bidder among 'Class-I local supplier' is unable to match L1 price, next lowest 'Class-I local supplier' bidder within L1+20% is invited to match L1 price and so on and contract will be awarded accordingly
 - If none of the 'Class-I local supplier' bidder within L1+20% is able to match L1 price or no 'Class-I local supplier' falls within L1+20%, contract awarded to original L1 bidder

iii. Procedure to be adopted in case of tenders with *split order/parallel contracts* clause:

- If in normal course of splitting of orders between L1 and L2 bidders (70:30) or L1, L2 and L3 bidders (50:30:20), 'Class-I local suppliers' qualify for award of contract for at least 50% of the tendered quantity without resorting to purchase preference, then parallel contracts may be awarded to original L1 and L2 bidders or L1, L2 and L3 bidders, as the case may be, as per the split order/parallel contracts clause stipulated in the tender
- If, however, 'Class-I local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference shall be given to 'Class-I local suppliers' provided their quoted rate falls within 20% of **the highest quoted bidder considered for award of contract** so as to ensure that 'Class-I local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity
 - In case of 2-way splitting between L1 and L2 bidders in the ratio of 70:30, the **L2** bidder shall be treated as **the highest quoted bidder considered for award of contract**
 - In case of 3-way splitting between L1, L2 and L3 bidders in the ratio of 50:30:20, the **L3** bidder shall be treated as **the highest quoted bidder considered for award of contract**

Examples of splitting of orders

- **In case of two-way splitting between L1 and L2 bidders in the ratio of 70:30**
 - If L1 is 'Class-I local supplier' – 70% awarded to L1 - If L2 is 'Class-I local supplier' – remaining 30% awarded to L2 subject to matching L1 price
 - If L2 is *not* 'Class-I local supplier' – Remaining 30% awarded to lowest bidder among 'Class-I local suppliers' falling within **L2+20%** subject to matching L1 price
 - If lowest bidder among 'Class-I local suppliers' is unable to match L1 price or accepts less than offered quantity, next lowest 'Class-I local supplier' falling within **L2+20%** is invited to match L1 price for remaining quantity and so on and contract will be awarded accordingly
 - If some quantity is still left uncovered on 'Class-I local supplier', then such balance quantity can be ordered on the original L1 bidder

- If none of the 'Class-I local suppliers' falling within **L2+20%** is able to match L1 price or there are no 'Class-I local suppliers' falling within **L2+20%**, then contract shall be awarded to original L1 and L2 (L3, L4...and so on) bidders in the ratio 70:30 subject to matching L1 price

- If L1 is *not* 'Class-I local supplier' – 50% awarded to L1

- If L2 is 'Class-I local supplier' – remaining 50% awarded to L2 subject to matching L1 price

- If L2 is *not* 'Class-I local supplier' – Remaining 50% awarded to lowest bidder among 'Class-I local suppliers' falling within **L2+20%** subject to matching L1 price

- If lowest bidder among 'Class-I local suppliers' is unable to match L1 price or accepts less than offered quantity, next lowest 'Class-I local supplier' falling within **L2+20%** is invited to match L1 price for remaining quantity and so on and contract will be awarded accordingly

- If some quantity is still left uncovered on 'Class-I local supplier', then such balance quantity can be ordered on the original L1 bidder

- If none of the 'Class-I local suppliers' falling within **L2+20%** is able to match L1 price or there are no 'Class-I local suppliers' falling within **L2+20%**, then contract shall be awarded to original L1 and L2 (L3, L4...and so on) bidders in the ratio 70:30 subject to matching L1 price

➤ **In case of three-way splitting between L1, L2 and L3 bidders in the ratio of 50:30:20**

- If L1 is 'Class-I local supplier' – 50% awarded to L1

- If L2 and L3 are 'Class-I local suppliers' – 30% and 20% awarded to L2 and L3 bidders respectively subject to matching L1 price

- If *either* L2 or L3 is a 'Class-I local supplier' – 30% awarded to L2 or L3, whoever is a 'Class-I local supplier', subject to matching L1 price – remaining 20% awarded to lowest among other 'Class-I local suppliers'

falling within **L3+20%** subject to matching L1 price » If there are no other 'Class-I local suppliers' falling within **L3+20%**, then the contract will be split into two in the ratio of 50:50 and the remaining 50% shall be awarded to *either* L2 or L3, whoever is a 'Class-I local supplier', subject to matching L1 price - If L2 and L3 are *not* 'Class-I local suppliers' – remaining 30% and 20% awarded to lowest two bidders amongst 'Class-I local suppliers' falling within **L3+20%** subject to matching L1 price

- If any of the two lowest bidders among 'Class-I local suppliers' is unable to match L1 price or accepts less than offered quantity, next lowest 'Class-I local supplier' within **L3+20%** is invited to match L1 price for remaining quantity and so on and contract will be awarded accordingly

» If there is only one eligible 'Class-I local supplier' falling within **L3+20%** then the contract will be split into two in the ratio of 50:50 and the remaining 50% shall be awarded to the single eligible 'Class-I local supplier' subject to matching L1 price

- If some quantity is still left uncovered on 'Class-I local supplier', then such balance quantity can be ordered on the original L1 bidder

- If none of the 'Class-I local suppliers' within **L3+20%** is able to match L1 price or there are no 'Class-I local suppliers' falling within **L3+20%**, then contract shall be awarded to original L1, L2 (L3, L4... and so on) and L3 (L4, L5... and so on) bidders in the ratio 50:30:20 subject to matching L1 price

- If L1 is *not* 'Class-I local supplier' – 50% awarded to L1

- If L2 and L3 are 'Class-I local suppliers' – 30% and 20% awarded to L2 and L3 bidders respectively subject to matching L1 price

- If *either* L2 or L3 is a 'Class-I local supplier' – 30% awarded to L2 or L3, whoever is a 'Class-I local supplier', subject to matching L1 price – remaining 20% awarded to lowest among other 'Class-I local suppliers'

falling within **L3+20%** subject to matching L1 price

» If there are no other 'Class-I local suppliers' falling within **L3+20%**, then the contract will be split into two in the ratio of 50:50 and the remaining 50% shall be awarded to *either* L2 or L3, whoever is a 'Class-I local

supplier', subject to matching L1 price

- If L2 and L3 are *not* 'Class-I local suppliers' – remaining 30% and 20% awarded to lowest two bidders amongst 'Class-I local suppliers' falling within **L3+20%** subject to matching L1 price - If any of the two lowest bidders among 'Class-I local suppliers' is unable to match L1 price or accepts less than offered quantity, next lowest 'Class-I local supplier' within **L3+20%** is invited to match L1 price for remaining quantity and so on and contract will be awarded accordingly

» If there is only one eligible 'Class-I local supplier' falling within **L3+20%** then the contract will be split into two in the ratio of 50:50 and the remaining 50% shall be awarded to the single eligible 'Class-I local supplier' subject to matching L1 price

- If some quantity is still left uncovered on 'Class-I local supplier', then such balance quantity can be ordered on the original L1 bidder

- If none of the 'Class-I local suppliers' within **L3+20%** is able to match L1 price or there are no 'Class-I local suppliers' falling within **L3+20%**, then contract shall be awarded to original L1, L2 (L3, L4... and so on) and L3

(L4, L5... and so on) bidders in the ratio 50:30:20 subject to matching L1 price

Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012

CONDITIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

1. The definition for Micro & Small Enterprise shall be as per the guidelines issued by Ministry of MSME vide Gazette Notification No. 1702(E) dated 01.06.2020 and 2119(E) dated 26.06.2020 which came into effect from 01.07.2020.
2. MSEs must be registered with any of the following in order to avail the benefits / preference available under MSEs Order, 2012: -
 - District Industries Centers (DIC)
 - Khadi and Village Industries Commission (KVIC)
 - Khadi and Village Industries Board
 - Coir Board
 - National Small Industries Corporation (NSIC)
 - Directorate of Handicraft and Handloom
 - Any other body specified by Ministry of MSME (MoMSME)
 - Udyog Aadhaar Acknowledgment / Udyog Aadhaar Memorandum issued by MoMSME
 - Udyam Registration Portal
3. MSEs participating in the tender must submit valid & authorised copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate, they shall attach original notarised copy of the DIC certificate.

4. The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
5. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on closing date of the tender, are not eligible for exemption/preference. Where validity of such certificates such as NSIC certificate has lapsed, it shall be the responsibility of the bidder to seek renewal from the concerned Govt. agency before such expiry. *However, documentary evidence seeking extension before the lapse of validity of such certificate and an authorization letter from the Govt. agency having received application for renewal submitted before the bid closing date shall be accepted.*
6. To be classified as Micro or Small Enterprises as per new definition, the companies need to register themselves on “Udyam Registration Portal” on or after 01.07.2020. This provision is for new establishments as well as for existing MSEs registered with NSIC, UAM etc.
7. As per the new notification by the Government of India, every business unit registered under MSME / Udyog Aadhaar shall be treated as a valid MSME up to **30th June 2022** beyond which they need to be registered on Udyam Registration Portal to enjoy the MSME Benefits.
8. The provisions of this policy shall apply to all procurements of goods and services. **Work contracts are excluded from the purview of this policy.**
9. The MSEs registered with above mentioned agencies / bodies are exempted from payment of Earnest Money Deposit (EMD) & tender fees.
10. **MSE must be a Manufacturer/Service provider:** The MSE bidder must be a Manufacturer capable of manufacturing the tendered items / Service provider capable of rendering the tendered services by themselves to avail the benefits under MSEs Order, 2012. Traders/dealers/resellers/distributors/authorized agents will not be considered for availing benefits under MSEs Order, 2012 as per guidelines issued by MoMSME.
11. **Relaxation of Norms for Micro & Small Enterprises (MSEs):** Pre-qualification criteria with respect to Prior Turnover and Prior experience may be relaxed for Micro & Small Enterprises as per GOI guidelines subject to meeting of quality and technical specifications.
12. However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc., wherein BRBNMPL reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Micro and Small Enterprises.
13. Items which are reserved for exclusive purchase from MSEs shall be procured from Micro and Small Enterprises as per Public Procurement Policy.
14. Subject to meeting terms and conditions stated in the tender document, *at least 25%* of the total quantity of the tender is earmarked for MSEs registered with above mentioned agencies / bodies.
15. In case MSE bidder is L1, entire value of the tender is to be ordered on the L1 MSE bidder.
16. In tender, participating MSEs quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply at *least 25%* of the total tendered value (where the tender quantity can be split).
17. In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the supply may be shared proportionately if the job can be split.

18. In case the tendered quantity cannot be split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1 + 15% and they match the L1 price.
19. If the quantity cannot be split and there are more than one eligible MSE bidders (price band within L1+15%) then the opportunity to match the L1 rate of the tender shall be given first to MSE (who have quoted lowest rate among the MSEs within the price band of L1+15%) and the total quantity shall be awarded to him after matching the L1 price of the tender.
20. If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the tender, then the next ranked MSE bidder who has quoted within the price band of L1 + 15% in order shall be given chance to match the rate of L1 for award of the quantity/order.
21. For more clarity in this regard, following table is furnished: -

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

22. The purchase preference to MSEs is not applicable for works contracts where supply of goods not produced by MSEs is also involved.
23. **Special provision for MSEs owned by SC & ST entrepreneurs:** Out of the 25% target of annual procurement from MSEs, 4% shall be earmarked for procurement from MSEs owned by SC & ST entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, 4% sub-target so earmarked shall be met from other MSEs.
24. To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority in addition to certificate of registration with any one of the agencies mentioned in paragraph 1 above. Alternatively, the bidder shall be responsible to furnish necessary documentary evidence for enabling BRBNMPL to ascertain that the MSE is owned by SC/ST entrepreneurs. MSE owned by SC/ST is defined as:
 - In case of Proprietary MSE, proprietor(s) shall be SC/ST
 - In case of Partnership MSE, the SC/ST partners shall be holding at least 51% shares in the enterprise
 - In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters
25. **Special provision for MSEs owned by women entrepreneurs:** Out of the 25% target of annual procurement from MSEs, 3% shall be earmarked for procurement from MSEs owned by women entrepreneurs *in addition* to 4% earmarked for MSEs owned by SC/ ST entrepreneurs. MSE owned by Women is defined as:
 - In case of Proprietary MSE, proprietor(s) shall be Women
 - In case of Partnership MSE, the Women partners shall be holding at least 51% shares in the enterprise
 - In case of Private Limited Companies, at least 51% share shall be held by Women promoters
26. **TReDS:** TReDS is an electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. BRBNMPL is already registered on the following TReDS platforms:
 - M/s A TREDS (Invoicemart), Mumbai

27. MSE vendors are required to register on the TReDS platform. The MSME vendors can avail the TReDS facility, if they want to.

SUPPORT TO START-UP ENTERPRISES

1. Subject to meeting of Quality and Technical specifications, BRBNMPL may consider allowing the participation of “Start-up” companies with capability to execute the supply / services, as per technical specifications / perform the job as per scope of work specified in the tender and subject to meeting extant & relevant guidelines of Government of India. This should be confirmed and substantiated in the technical bid.
2. The bidder who intends to participate as “Start-up” company should enclose the Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, Govt. of India or a certificate of an eligible Start-up from the inter-Ministerial Board of Certification during submission of Technical bid.
3. The Nature of Business mentioned in application made to get Start-up accreditation should be related to the tendered item.
4. Start-ups registered with DPIIT are exempted from payment of Earnest Money Deposit (EMD) & tender fees. However, they shall be required only to submit Bid Security Declaration.
5. Prequalification Criteria with respect to Prior Turnover and Prior Experience may be relaxed for Start-ups as per the GOI guidelines.
6. However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc. wherein BRBNMPL reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Start-up Companies as per GoI guidelines.
7. Start-up Companies who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.
8. Definition of Start-up Enterprises
 - (i) As defined by DPIIT, an entity shall be considered as a 'Start-up':
 - a) Upto a period of ten years from the date of incorporation/registration, if it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India, and
 - d) Turnover of the entity for any of the financial years since incorporation/ registration has not exceeded ₹100 (one hundred) crore, and
 - e) The entity works towards innovation, development or improvement of products or processes or services or a scalable business model with a high potential for employment generation or wealth creation.
 - (ii) Provided that an entity formed by splitting up or reconstructing an existing business shall not be considered a ‘Start-up’.

Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017

1. The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class-I local supplier	"MSE Class-I local supplier"
Supplier is MSE but not Class-I local supplier	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local	"Non-MSE non-Class-I local supplier"

2. The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under:

- a) *Items covered under Para 3(a) of PPP- MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition:* For these items, only Class- I local suppliers are eligible to bid irrespective of purchase value. Hence, Class- II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:

- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1
(ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder

- b) *Items reserved exclusively for procurement from MSEs as per PPP-MSE Order:* These items are reserved exclusively for purchase from MSEs. Hence, non- MSEs are not eligible to bid for these items. Possible scenarios can be as under:

- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1
(ii) L-1 is "MSE non-Class-I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder

- c) *If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:*

- a) Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
- i. L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1
 - ii. L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder
 - iii. L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder
 - iv. L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs above" as per PPP-MII Order. For the balance quantity, contract is to be awarded to L-1 bidder. (Kindly refer to the illustrative example given at the end)

b) Items covered under Para 3A(c) of PPP-Mll Order, 2017 are non-divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

- i. L-1 is "MSE Class-I local supplier" - Contract is awarded to L-1
- ii. L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on
- iii. If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:
 - A. L-1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" - Contract is be awarded to L-1
 - B. L-1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-Mll Order. If Class-I Local supplier also not eligible/ does not accept - contract to be awarded to L-1

d) *Items reserved for both MSEs and Class-I local suppliers:* These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non- MSEs/CIass-II local suppliers / Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.

e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

Example explaining applicability in scenario explained in para 4 c (a)(iv)

(Scenario: Divisible items, both MSEs as well as Class-I local suppliers eligible for purchase preference and L-1 is "Non-MSE non-Class-I local supplier")

Item - Desktop computer

Qty - 50 Nos.

Details of bids received

Sr. No.	Name of bidder	Rates quoted	Price Ranking	Status of bidder
1	A	100	L1	Non-MSE non- Class-I local supplier"
2	B	110	L2	"Non-MSE but Class-I local supplier"
3	C	112	L3	"MSE but non- Class-I local supplier"
4	D	115	L4	"Non-MSE but Class-I local supplier"
5	E	118	L5	"MSE but non- Class-I local supplier"

6	F	120	L6	"MSE Class-I local supplier"
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1. In this case, first purchase preference is to be given to MSEs as per PPP-MSE Order for 25% of tendered quantity of 50 Nos. i.e. 12.5 Nos. (rounded off to the next whole number say 13 Nos). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preference to match L-1 price i.e. ₹100 for quantity of 13 Nos. Bidder "E" and "F", although MSEs, will not get purchase preference since their quoted rates don't fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos. on confirmation of reduction of price.
2. For 50% of balance quantity of 37 number (tendered quantity of 50 - 13 awarded to bidder C; assuming bidder C has confirmed to accept L-1 rates), purchase preference will be given to lowest Class-I local supplier as per PPP-MII Order. Accordingly, bidder B will be invited to match L-1 price for 50% of 37 Nos i.e. 18.5 (say 19 Nos of computers). If bidder "B" does not accept the L-1 price i.e. price of ₹100 per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e. bidder "D", may be invited to match L-1 price for 19 Nos. of computers and so on.
3. For remaining quantity i.e. 18 Nos (50-13-19), the contract will be awarded to lowest quoting bidder i.e. Bidder "A" who is L-1 in the example.

Restrictions on Public Procurement from countries sharing land border with India

1. Any bidder from a country which shares a land border with India, excluding countries as listed on the website of the Ministry of External Affairs, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (hereinafter called 'Restricted Countries'), will be eligible to bid in any procurement whether of Goods, Services (including Consultancy Services and Non-Consultancy Services) or Works (including Turnkey Projects) only if the bidder is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT) Bidders shall enclose the certificate in this regard in Section XVIII – Eligibility Declarations.
2. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same Competent Authority.
3. In Bids for Turnkey contracts, including Works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, bidders shall enclose the certificate in this regard in Section XVIII – eligibility declarations.
4. If Bidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries, such vendor shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and sub-assemblies from such countries' vendors, such vendors shall not require registration.
5. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
6. "Tender" will include other forms of procurement, except where the context requires otherwise.
7. "Bidder from a country which shares a land border with India" means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
8. The *beneficial owner* for the purpose of 4 above will be as under:
 - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—
 - a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

- b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;
- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
9. An "Agent" is a person employed to do any act for another, or to represent another in dealings with third person.
10. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 4 above.
11. The Registration shall be valid at the time of submission of bid and at the time of acceptance of bid. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be relevant consideration during contract execution.

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate in cases of specified ToT

I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India; I

certify that this bidder does not have any ToT arrangement requiring registration with the Competent Authority.

OR

I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India. I certify that this bidder have valid registration to participate in this procurement.