

**INDIA GOVERNMENT MINT, KOLKATA  
A UNIT OF  
SECURITY PRINTING AND MINTING CORPORATION OF  
INDIA LIMITED (SPMCIL)  
(WHOLLY OWNED BY GOVERNMENT OF INDIA)  
ALIPORE, KOLKATA, INDIA**

**TEL NO : 033 - 2401-4132/33/34/35**

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**E-Mail : [calmint@spmcil.com](mailto:calmint@spmcil.com)  
WEBSITE : <http://igmkolkata.spmcil.com>  
[www.spmcil.com](http://www.spmcil.com)**

**INTERNATIONAL COMPETITIVE BIDDING NO. 54/FSS COIL/GT – 048(15-16)/6000006169 DATED : 04.06.2015 FOR PROCUREMENT OF AISI 430 FERRITIC STAINLESS STEEL COIL FOR MANUFACTURING OF COIN BLANKS FOR IG MINT KOLKATA, MUMBAI AND HYDERABAD – 10,250MT**

Place of sale of Tender Document	- INDIA GOVT. MINT, KOLKATA
Closing date and time for receipt of Tenders	- 17.07.2015 up to 3.00 PM.
Place of receipt of Tenders	- INDIA GOVT. MINT, KOLKATA
Time and date of opening of Tenders	- 17.07.2015 at 3.30 PM for PQB only.
Place of opening of Tenders	- INDIA GOVT. MINT, KOLKATA

# Section I : Notice Inviting Tender (NIT)

## NOTICE INVITING INTERNATIONAL COMPETITIVE BIDDING

### FOR PROCUREMENT OF AISI 430 FERRITIC STAINLESS STEEL COIL FOR MANUFACTURING OF COIN BLANKS FOR IG MINT KOLKATA, MUMBAI AND HYDERABAD – 10,250 MT

No. 54/FSS COIL/GT – 048(15-16)/6000006169

Date : 04.06.2015

1. India Government Mint, Kolkata (A unit of SPMCIL), Alipore, Kolkata - 700053 invites sealed tenders from eligible and qualified tenderers for procurement of following goods :

Schedule No.	Brief Description of Goods/ services	Quantity (with unit)	Earnest Money	Remarks
1.	<b>AISI 430 Ferritic Stainless Steel coil for manufacturing of Coin Blanks for IG Mint Kolkata, Mumbai and Hyderabad</b>	<b>10,250 MT</b>	<b>₹ 1,10,60,000/- (₹ One Crore Ten Lakh Sixty Thousand only) for domestic supplier &amp; US \$ 1,73,000 OR Euro € 1,54,500 for foreign suppliers [As per Exchange rates @ 1\$ = ₹ 64.0493 &amp; 1€= ₹ 71.7608 dated 8<sup>th</sup> May, 2015 in <a href="http://www.rbi.org.in">www.rbi.org.in</a> ) to be enclosed with PQB.</b>	

Type Of Tender (Two Bid/ PQB/ EOI/ RC/ Development/ Indigenization/ Disposal of Scrap/ Security Item etc.)	Three Bid <b>Global Tender</b> system with PQB, Techno-Commercial & Financial Bid
Dates of sale of tender documents:	From <b>04.06.2015</b> to <b>17.07.2015</b> during office hours
Price of the Tender Document	Rs. 5000/- or US \$ 91
Place of sale of tender documents	IG Mint, Kolkata - 700053
Closing date and time for receipt of tenders	17.07.2015 up to 3.00 PM
Place of receipt of tenders	<b>IG Mint, Kolkata - 700053</b>
Date and time of PQB / Techno-Commercial Bid / Price Bid opening	1) 17.07.2015 at 3.30 PM for <b>PQB</b> 2) <b>For Techno-Commercial Bid:</b> - will be intimated later on to those firms who qualify in PQB. 3) <b>For Price Bid:</b> - will be intimated later on to those firms who qualify in Techno-Commercial Bid.
Place of opening of tenders	IG Mint, Kolkata - 700053
Nominated Person/ Designation to Receive Bulky Tenders (Clause 21.1 of GIT)	Shri Parikshit Joshi, Asst. Manager (P&S)

2. Interested tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website mentioned above for further details.
3. Tender documents may be purchased on payment of non-refundable fee of **Rs.5000/- (Five Thousand only) or US \$ 91 (US Dollar Ninety One 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 favour of "**INDIA GOVERNMENT MINT, KOLKATA (A unit of SPMCIL)**", payable at **Kolkata**.
4. EMD in the form of account payee Demand Draft/ Bankers Cheque/ Fixed Deposit Receipt/Bank Guarantee (As per Section XIII) in favour of "**India Government Mint, Kolkata (A unit of SPMCIL)**" is to be furnished along with PQB from any scheduled commercial bank or from a First Class reputed International Bank verified and confirmed by **State Bank of India** branch, in acceptable form otherwise the tender will not be considered and will be liable to be rejected.
5. 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 per set will be Rs. 500/- for domestic post and Rs. 2,000/- for international air-mail. The tenderer is to add the applicable postage cost in the non-refundable fee mentioned in Para 3 above.
6. Tenderer may also download the tender documents from the web site <http://igmkolkata.spmcil.com> and [www.spmcil.com](http://www.spmcil.com) and submit its tender by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above.
7. Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are dropped in the tender box located at the address given below on or before the closing date and time indicated in the Para 1 above, failing which the tenders will be treated as late and rejected.
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. **Tenderers have to quote for minimum 25% of the total quantity i.e. 2565 MT AISI 430 FSS Coils or else their Quotation will be summarily rejected.**
11. **No Conditional Tender** shall be accepted.
12. All rules, regulations, orders and instructions given in the Standard Bidding Document (SBD) of the tender relating to procurement as intended shall be applicable.
13. Adoption of Pre-Bid/Pre-Contract Integrity Pact separately attached herewith (Ref: Annexure A, Total Pages -11). SPMCIL has appointed following independent external monitors:
  - i) Sh. Y. Purushothama Rao, 18-B, pocket-A, Kondli, SFS Mayur Vihar, Phase-III, Delhi – 110096.
  - ii) Dr. Ketan K. Gokhale, Flat No.1, Geetanjali Apartment, 59, Ideal Colony, Kothrud, Pune – 411038.

**(M.C. BYLAPPA)**  
**GENERAL MANAGER**  
**INDIA GOVERNMENT MINT,**  
**ALIPORE, KOLKATA – 700053**

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

### **A PREAMBLE**

#### **1. Introduction**

- 1.1** Definitions and abbreviations, which have been used in these documents, shall have the meanings as indicated in GCC.
- 1.2** For sake of convenience, whole of this Standard Bidding Document (including all sections) is written in reference to Procurement of Goods Tenders. However this SBD would be utilized for all types of Tenders e.g. EOI, PQB, Rate Contract, Tenders involving Samples, Sale/ Disposal of Scrap Material and Development/ Indigenization etc. Procurement of Services etc. Therefore the construction of all clauses are to be interpreted in the context of particular type of tender beyond the letter of the clause, read with the additional clauses for the specific type of tenders in Part II GIT/ GCC.
- 1.3** These tender documents have been issued for the requirements mentioned in Section - VI -“List of Requirements”, which also indicates, inter-alia, the required delivery schedule and terms & place (i.e. destination) of delivery.
- 1.4** This section (Section II - “General Instruction Tenderers” - GIT) provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract. With this limited objective, GIT is not intended to be complete by itself and the rest of this document - SIT, GCC and SCC in particular may also be thoroughly studied before filling up the Tender Document. There would be certain topics covered in GIT/SIT as well as in GCC/ SCC from different perspectives. In case of any conflict between these, provisions of GCC/ SCC would prevail.
- 1.5** The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.

#### **2. Language of Tender**

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

### **3. Eligible Tenderers**

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

### **4. Eligible Goods and Services**

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

### **5. Tendering Expense**

The tenderer shall bear all costs and expenditure incurred and/ or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. IGM, Kolkata 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 documents 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/ Eligibility Criteria
10. Section X - Tender Form
11. Section XI - Price Schedule
12. Section XII - Questionnaire
13. Section XIII - Bank Guarantee Form for EMD
14. Section XIV - Manufacturer's Authorization Form
15. Section XV - Bank Guarantee Form for Performance Security
16. Section XVI - Contract Form
17. Section XVII- Letter of Authority for attending a Bid Opening
18. Section XVIII- Shipping Arrangements for Liner Cargoes
19. Section XIX- Proforma of Bills For Payments

- 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 IGM, KOLKATA, 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, IGM, Kolkata may, for any reason deemed fit by it, modify the tender documents by issuing suitable amendment(s) to it.
- 7.2** Such an amendment will be 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, IGM, Kolkata may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

## **8. Pre-Bid conference**

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

## **9. Clarification of Tender Documents**

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

## **C PREPARATION OF TENDERS**

### **10. Documents Comprising the Tender**

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

- a) Tender Form and Price Schedule along with list of deviations (ref Clause 19.19.4) from the clauses of this SBD, if any.
- b) Documentary evidence, as necessary in terms of GIT clauses 3 and 16 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- c) Documents and relevant details to establish in accordance with GIT clause 17 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the tender documents along with list of deviations if any (ref clause 17.17.3 of GIT).
- d) Earnest money furnished in accordance with GIT clause 18.18.1 alternatively, documentary evidence as per GIT clause 18.18.2 for claiming exemption from payment of earnest money. and
- e) Questionnaire as per Section XII.
- f) Manufacturer's Authorization Form (ref Section XIV, if applicable)

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

**10.2** A tender, that does not fulfill 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. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and quoted in Indian Rupees only.

**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 and that for goods 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, 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 all taxes and duties like sales tax, VAT, custom duty, excise duty etc. 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) Any sales or other taxes and any duties including excise duty, 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 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:**

If the Tenderer desires to ask for excise duty, sales tax, custom duty etc. 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 Excise Duty:**

- a) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty 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 excise duty will be entertained after the opening of tenders.
- b) If a Tenderer chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in statutory variations being denied to the tenderer.
- c) Subject to sub clauses 12.8 (a) & (b) above, any change in excise duty upward/ downward as a result of any statutory variation in excise duty taking place within original Delivery Period shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to IGM, Kolkata by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

#### **12.9 Sales Tax/ VAT/ CST/ GST:**

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

**12.10 Wherever Value Added Tax is applicable, the following may be noted:**

- (i) The tenderer should quote the exact percentage of VAT that they will be charging extra.
- (ii) While quoting the rates, tenderer should pass on (by way of reduction in prices) the set off/input tax credit that would become available to them by switching over to the system of VAT from the existing system of sales tax, duly stating the quantum of such credit per unit of the item quoted for.
- (iii) The tenderer while quoting for tenders should give the following declaration :

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

- iv) The supplier while claiming the payment shall furnish the following certificate to the paying authorities: “We hereby declare that additional set offs/input tax credit to the tune of Rs. \_\_\_\_\_ has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted.

**12.11 Octroi and Local Taxes:**

Unless otherwise stated in the SIT, the goods supplied against contracts placed by IGM, Kolkata are not exempted from levy of Town Duty, Octroi Duty, Terminal Tax 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.

**12.12 Duties/ Taxes on Raw Materials**

IGM, Kolkata is not liable for any claim from the supplier on account of fresh imposition and/or increase (including statutory increase) of excise duty, custom duty, sales tax etc. on raw materials and/or components used directly in the manufacture of the contracted goods taking place during the pendency of the contract, unless such liability is specifically agreed to in terms of the contract.

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

Above mentioned Taxes and Duties are not leviable on imported Goods and hence would not be reimbursed.

#### **12.14 Customs Duty:**

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

- 12.14.1.** For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 11 shall be followed.
- 12.14.2.** For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 12 shall be followed.
- 12.14.3.** Unless otherwise specifically indicated in this tender document, the terms FOB, FAS, CIF etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris
- 12.14.4.** The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 12) is for the purpose of comparison of the tenders by IGM, Kolkata and will no way restrict IGM, Kolkata's right to award the contract on the selected tenderer on any of the terms offered.

#### **13. Indian Agent**

If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, in a manner described under GIT sub clause 11.2 above, shall also furnish the following information:

- a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
- b) The details of the services to be rendered by the agent for the subject requirement.

One manufacturer can authorize only one agent/dealer. Also one agent cannot represent more than one supplier or quote on their behalf in a particular tender enquiry. Such quote is likely to be rejected. There can be only one bid from

- a) The principal manufacturer directly or one Indian agent on his behalf
- b) The foreign principal or any of its branch/ division
- c) Indian/ Foreign Agent on behalf of only one Principal.

#### **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. – Variable Price is not applicable, so firms are requested to quote for Firm Price only.
- 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 refixed/ extended, ERV will not be admissible, if this is due to default of the supplier.
- 14.7 Documents for claiming ERV:**
- i. A bill of ERV claim enclosing working sheet
  - ii. Banker's Certificate/debit advice detailing F.E. paid and exchange rate
  - iii. Copies of import order placed on supplier
  - iv. Invoice of supplier for the relevant import order
- 15. Alternative Tenders**
- Unless otherwise specified in the Schedule of Requirements, alternative tenders shall not be considered.
- 16. Documents Establishing Tenderer's Eligibility and Qualifications**
- 16.1** Pursuant to GIT clause 10, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 16.2** The documentary evidence needed to establish the tenderer's qualifications shall fulfill 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 IGM, Kolkata. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.
- b) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
- c) In case the tenderer is not doing business in India, it is/ will be duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/ or technical specifications.
- d) In case the tenderer is an Indian agent quoting on behalf of a foreign manufacturer, the Indian agent is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance, Govt. of India, operated through Directorate General of Supplies & Disposals (DGS&D), New Delhi.

**17. Documents establishing Good's Conformity to Tender document**

- 17.1** The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by IGM, Kolkata 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 IGM, Kolkata in the tender documents to establish technical responsiveness of the goods and services offered in its tender.
- 17.2** In case there is any variation and/ or deviation between the goods & services prescribed by IGM, Kolkata and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity along with justification, and provide the same along with its tender.
- 17.3** If a tenderer furnishes wrong and/ or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to IGM, Kolkata in this regard.

**18. Earnest Money Deposit (EMD)**

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

**18.2** The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with DGS&D or with National Small Industries Corporation, New Delhi or with IGM, Kolkata 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 (with DGS&D or NSIC as the case may be). - **NOT APPLICABLE.**

**18.3** The earnest money shall be denominated in Indian Rupees.

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

- a) Account Payee Demand Draft or
- b) Fixed Deposit Receipt or
- c) Banker's cheque or
- d) Bank Guarantee

The demand draft, fixed deposit receipt or banker's cheque shall be drawn on any scheduled commercial bank in India, in favour of Account specified in the Clause 4 of NIT. In case of bank guarantee, the same is to be provided from/confirmed by any scheduled commercial bank in India as per the format specified under Section XIII in these documents.

**18.5** The earnest money shall be valid upto a period of six months from the date of the validity period of the tender.

**18.6** Unsuccessful tenderers' earnest monies will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.

**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 IGM, Kolkata to extend the validity of their tenders upto 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 upto which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for IGM, Kolkata, the tender validity shall automatically be extended upto 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 two copies of its tender marking them as "Original" and "Duplicate".
- 20.5** The original and other copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- 20.6** All the copies of the tender shall be duly signed at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initialed 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 initialed 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 IGM,Kolkata 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, IGM, Kolkata will not assume any responsibility for its misplacement, premature opening, late opening etc.

- 20.8** For purchasing capital equipment, high value plant, machinery etc. of complex and technical nature, tender document will seek quotation in two parts (Two Bid System)- first part containing the relevant technical details of the equipment / machinery etc., and in the second part, price quotation along with other allied issues. First part will be known as 'Technical Bid', and the second part 'Financial bid'. Tenderer shall seal separately 'Technical Bid' and 'Financial bid' and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and evaluation would be done as described in clause 25.24.4 below. Further details would be given in SIT, if considered necessary.
- 20.9** If permitted in the SIT, the tenderer may submit its tender through e-tendering procedure.

## **D SUBMISSION OF TENDERS**

### **21. Submission of Tenders**

- 21.1** Unless otherwise specified, the tenderers are to deposit the tenders in the tender box kept for this purpose at a place as indicated in NIT. In case of bulky tender, which cannot be put into tender box, the same shall be submitted by the tenderer by hand to the designated officers of IGM, Kolkata, 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 IGM, Kolkata, the tenders will be received upto 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 IGM, Kolkata.

## **E TENDER OPENING**

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

- 24.1** IGM, Kolkata will open the tenders at the specified date and time and at the specified place as indicated in clause of NIT. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for IGM, Kolkata, 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 unsigned.
- b) Tenderer is not eligible.
- c) Tender validity is shorter than the required period.
- d) Required EMD has not been provided.
- e) Tenderer has quoted for goods manufactured by a different firm without the required authority letter from that manufacturer.
- f) Tenderer has not agreed to give the required performance security.
- g) Goods offered are sub-standard, not meeting the required specification etc.
- h) Tenderer has not agreed to essential condition(s) specially incorporated in the tender enquiry.
- i) Against a schedule in the List of Requirement (incorporated in the tender enquiry), the Tenderer has not quoted for the entire requirement as specified in that schedule.

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

If during the preliminary examination, IGM, Kolkata find any minor infirmity and/ or irregularity and/ or non-conformity in a tender, IGM, Kolkata 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, IGM, Kolkata will convey its observation on such 'minor' issues to the tenderer by registered/ speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

**28. Discrepancy in Prices**

**28.1** If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless IGM, Kolkata 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 IGM, Kolkata 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 IGM, Kolkata, 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 copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail. Here also, IGM,Kolkata will convey its observation suitably to the tenderer by register / speed post and, if the tenderer does not accept IGM, Kolkata's observation, that tender will be liable to be ignored.

**30. Clarification of Bids**

During evaluation and comparison of bids, purchaser may, at its discretion ask the bidder for clarification of its bid. The clarification should be received within 7 days from the bidder from date of receipt of such request. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

**31. Qualification/ Eligibility Criteria**

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

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

In case the tender document permits the tenderers to quote their prices in different currencies, all such quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the B.C. 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 IGM, Kolkata in deciding the successful tenderer for each schedule, subject to that tenderer(s) being responsive.

**34. Comparison on CIF 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 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, IGM, Kolkata's evaluation of a tender will include and take into account the following :

a) in the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, 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** IGM Kolkata'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** As per policies of the Government from time to time, the purchaser reserves its option to give price preference to Small Scale Industries in comparison to the large scale Industries. This price preference cannot however be taken for granted and every endeavor need to be made by such firms to bringdown cost and achieve competitiveness - This clause will not be applicable.

**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 – NOT APPLICABLE.

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

**36.1** IGM, Kolkata, 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 IGM, Kolkata 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 IGM, Kolkata.

**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 misdemeanor and would be dealt accordingly as per Clause 44 below.

**38. Negotiations**

Normally there would be no price negotiations. But IGM, Kolkata reserves its right to negotiate with the lowest acceptable bidder (L1), who is technically 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 i.e. Normally there should be no negotiation. Selection of contractors by negotiations should be a rare exception rather than the rule and may be resorted to only in the exceptional circumstances under the following circumstances:--

- a. Where the procurement is done on proprietary basis
- b. Items to be procured are supplied by only a limited sources of supply
- c. Items where there is suspicion of cartel formation.

**39. Contacting IGM, Kolkata**

**39.1.** From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact IGM, Kolkata 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 misdemeanor in case a tenderer attempts to influence IGM, Kolkata'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 IGM, Kolkata, in terms of clause 44 of GIT.

## **G AWARD OF CONTRACT**

### **40. IGM, Kolkata's Right to Accept any Tender and to Reject any or All Tenders**

IGM, Kolkata 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 IGM, Kolkata in terms of GIT Clause

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

No variation of quantities at the time of awarding the contract.

### **43. Parallel Contracts**

IGM, Kolkata reserves its right to conclude Parallel contracts, with more than one bidder (for the same tender). If this is foreseen at the time of Tendering, a clause would be included in SIT giving further details. The Parallel Contracts would be concluded as given below subject to alternate bidder matching the Prices with lowest bidder.

- (i) The lowest bidder L1 should be awarded at least 60% of the total contract value or his spare supply capacity, whichever is lower. The ratio of splitting given above is approximate and may be subject to limitation of order quantity.
- (ii) For the rest of the contract quantity the lowest rate accepted will be counter offered to L2 party. On acceptance of the counter offer, order will be placed on L2 party for 40% of the proposed quantity/ value or the spare supply capacity of the L2 bidder, whichever is lower, and so on to other tenderers. In case of non acceptance of counter offer by L2 party, similar offer shall be given to L3 and L4 and so on.
- (iii) In case of splitting in two and three it shall be done in the ratio of 70:30, 50:30:20 respectively.

### **44. Serious Misdemeanors**

#### **44.1. Following would be considered serious misdemeanors:**

- i. Submission of misleading/ false/ fraudulent information/ documents by the bidder in their bid
- ii. Submission of fraudulent/ unencashable Financial Instruments stipulated under Tender or Contract Condition.
- iii. Violation of Code of Ethics laid down in Clause 32 of the GCC.
- iv. Cartel formation or quotation of Pool/ Co-ordinated rates leading to "Appreciable Adverse Effect on Competition" (AAEC) as identified under the Competition Act, 2002.

- v. Deliberate attempts to pass off inferior goods or short quantities.
- vi. Violation of Fall Clause by Rate Contract holding Firms.
- vii. Attempts to influence IGM, Kolkata's Decisions on scrutiny, comparison, evaluation and award of Tender.

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

**45. Notification of Award**

**45.1** Before expiry of the tender validity period, IGM Kolkata will notify the successful tenderer(s) in writing, by registered / speed post or by fax/email / telex/ cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by IGM Kolkata, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to IGM, Kolkata 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, IGM Kolkata will send the contract form (as per Section XVI duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.

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

**47. Non-receipt of Performance Security and Contract by IGM, Kolkata**

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

**50. Fall Clause**

If the contract holder reduces its price or sells or even offers to sell the contracted goods, following conditions of sale similar to those of the contract, at a price lower than the contract price, to any person or organization during the currency of the contract, the contract price will be automatically reduced with effect from that date for all the subsequent supplies under the contract and the contract amended accordingly. Any violation of the fall clause would be considered a serious misdemeanor under clause 44 of the GIT and action, as appropriate, would be taken as per provision of that clause.

**51. Prequalification Bidding**

51.1 Prequalification Bidding is for short listing of qualified Bidders who fulfill the Prequalification criteria as laid down in SIT or in Section IX of SBD - "Qualification Criteria" for procurement of Goods or Services as listed in Section VI of SBD - "List of Requirements". Shortlisted 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 shortlisted qualified bidders would be invited to participate in the Procurement of the requirements. Otherwise SIT may also indicate that instead of floating a separate PQB tender, it may be combined with the Procurement Tender, as a three bid tender. Initially the first Packet containing PQB would be opened and evaluation would be done. Thereafter the rest of tender would be handled as a two bid system for only those bidders who succeed in PQB.

**52. Tenders involving Samples**

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

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



- 52.3 Pre-Production Samples:** If stipulated in SIT, successful contractor would be required to submit a Pre-Production sample(s) to the Inspecting Officer/ or the nominated authority mentioned in the contract within the time specified therein. If the Contractor is unable to do so, he must apply immediately to the Office issuing the acceptance of tender for extension of time stating the reasons for the delay. If the Purchaser is satisfied that a reasonable ground for an extension of time exists, he may allow such additional time as he considers to be justified (and his decision shall be final) with or without alteration in the delivery period stipulated in the contract and on such conditions as he deems fit. In the event of the failure of the Contractor to deliver the pre-production sample by the date specified in the acceptance of tender or any other date to which the time may be extended as aforesaid by the Purchaser or of the rejection of the sample, the Purchaser shall be entitled to cancel the contract and, if so desired, purchase or authorize the purchase of the stores at the risk and cost of the Contractor (unless specified otherwise in the SIT). In such an event, in case of Security Items where urgency develops due to such delays, IGM, Kolkata 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

### 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.

Sl.No.	GIT Clause No.	Topic	SIT Provision
1.	4	Eligible Goods and Services (Origin of Goods)	Bidders shall clearly mention the origin of goods in their Technical Bid.
2.	8 & 9	Pre-Bid Conference & Time Limit for receiving request for clarification of Tender Documents	The prospective bidders interested in participating in this tender are requested to attend a Pre-Bid conference for clarification on PQB, technical specifications of the tenders to be held on <b>19.06.2015 at 11.30 AM</b> at the Office of India Government Mint, Alipore, Kolkata - 700053. The queries of Pre-Bid conference must reach to the General Manager, India Government Mint, Kolkata by <b>15.06.2015 up to 5.30 PM</b> in writing by post/ fax/ email only.
3	11.2	Tender Currency	Domestic Bidders to quote in Indian Rupees only. Foreign bidder can quote in US Dollar or Euro and that currency will be converted into Indian Rupees for the purpose of equitable comparison for evaluation of bids based on "BC selling" Exchange Rate of SBI on the date of tender opening (financial offer). Note: Supplier is requested to quote price within 2(Two) decimal place, <b>Quotation with price quoted beyond 2(Two) decimal places will be ignored.</b>
4	19	Tender Validity	The tender should be valid for a period of 180 days from the date of opening of tender.
5	20.8	Signing and Sealing of Tender	Tender will consist of Three bid system (PQB, Techno-Commercial bid & Financial bid)
6	35.2	Additional Factors for Evaluation of offers	(i) India Government Mint, KOLKATA (A unit of SPMCIL) is the Nodal agency for this procurement. For ranking of price bids, total price quoted by indigenous supplier on door delivery basis to I.G.Mint, Kolkata, shall be compared with total price quoted by foreign supplier on CIF basis, Kolkata Sea port. Taxes, Custom duties, Octroi charges, Clearing charges, freight charges & any other charges/duties imposed from time to time by the Government of India will be loaded over and above CIF cost provided by Tenderers.  (ii) Tenderers have to quote for minimum 25% of the total quantity i.e. 2,565 MT AISI 430 FSS Coils or else their Quotation will be summarily rejected.
7	51.2	Pre-qualification Bidding	This is a three bid tender. Initially the first packet containing PQB would be opened and evaluation would be done as per Qualification Criteria mentioned in Section IX. Thereafter the rest of tender would be handled as a two bid system for only those bidders who qualify in PQB.

8	43	Parallel Contracts	<p>IGM, Kolkata reserves its right to conclude Parallel contracts, with more than one bidder (for the same tender). The Parallel Contracts would be concluded as given below subject to alternate bidder matching the Prices with lowest bidder.</p> <p>i) The lowest bidder L1 should be awarded at least 60% of the total contract value or his spare supply capacity, whichever is lower. The ratio of splitting given above is approximate and may be subject to limitation of order quantity.</p> <p>ii) In case of only one eligible bidder, then quantity will be allocated on the basis of quoted quantity or 100% of the tendered quantity whichever is less.</p> <p>iii) In case of splitting in two and three it shall be done in the ratio of 70:30, 50:30:20 respectively.</p>
9	35.3	Price Preference	Price Preference is not applicable with regards to Ministry of Finance letter no. F.N./1/1/2012-coin/208 dt. 10.04.2012
10.	14	PVC Clause & Formula	The price should be firm & fixed during the currency of the contract.
11.	52.3	Pre Production Sample	The first time supplier has to deliver pre production sample of two coils in each width as per the Section – VII (Technical Specification) within 30 days from the date of issue of LOI.

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

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

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

1.1 **Definitions and Interpretation:**

- (i) "Contract" means the letter or memorandum communicating to the Contractor the acceptance of this tender and includes "Intimation of Award" of his tender; "Contract" includes and Bid Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Schedule of Requirements, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the Contractor and a formal agreement, if executed;
- (ii) "Contractor" or "Supplier" means the individual or the firm supplying the goods and services. The term includes his employees, agents, successors, authorized dealers, stockists and distributors. Other homologous terms are: Vendor, Firm, Manufacturer, OEM etc.;
- (iii) "Drawing" means the drawing or drawings specified in or annexed to the Specifications;
- (iv) "Government" means the Central Government or a State Government as the case may be;
- (v) The "Inspecting Officer" means the person, or organisation specified in the contract for the purpose of inspection of stores of work under the contract and includes his/their authorised representative;
- (vi) "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser;
- (vii) The "Purchaser" means IGM, KOLKATA - the organization purchasing goods and services as incorporated in the documents;
- (viii) "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof;
- (ix) "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer;
- (x) The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in the contract —
  - 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.

- (xi) "Writing" or "Written" includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal, as the case may be.
- (xii) Words in the singular include the plural and vice-versa.
- (xiii) Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- (xiv) The heading of these conditions shall not affect the interpretation or construction thereof.
- (xv) Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.
- (xvi) **PARTIES:** The parties to the contract are the "Contractor" and the "Purchaser", as defined above;
- (xvii) "Tender" means quotation / bid received from a firm / supplier.
- (xviii) "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant etc. which the supplier is required to supply to IGM, KOLKATA under the contract. Other homologous terms are: Stores, Materials etc.
- (xix) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (xx) "Earnest Money Deposit" (EMD) means monetary guarantee to be furnished by a Tenderer along with its tender.
- (xxi) "Performance Security" means monetary guarantee to be furnished by the successful Tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit or Performance Bank Guarantee.
- (xxii) "Consignee" means the person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.
- (xxiii) "Specification" or "Technical Specification" means the drawing/ document/ standard that prescribes the requirement to which product or service has to conform.
- (xxiv) "Inspection" means activities such as measuring, examining, testing, analyzing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xxv) "Day" means calendar day

## 1.2 Abbreviations:

"AAEC"	means "Appreciable Adverse Effect on Competition" as per Competition Act
"BG"	means Bank Guarantee
"BL or B/L"	means Bill of Lading
"CD"	means Custom Duty
"CIF"	means Cost, Insurance and Freight Included
"CMD"	means Chairman and Managing Director
"CPSU"	means Central Public Sector Undertaking
"CST"	means Central Sales Tax
"DDO"	means Direct Demanding Officer in Rate Contracts
"DGS&D"	means Directorate General of Supplies and Disposals
"DP"	means Delivery Period
"ECS"	means Electronic clearing system
"ED"	means Excise Duty
"EMD"	means Earnest money deposit
"EOI"	means Expression of Interest (Tendering System)
"ERV"	means Exchange rate variations
"FAS"	means Free alongside shipment
"FOB"	means Freight on Board
"FOR"	means Free on Rail
"GCC"	means General Conditions of Contract
"GIT"	means General Instructions to Tenderers
"GST"	means Goods and Services Tax which will replace Sales Tax
"H1, H2 etc"	means First Highest, Second Highest Offers etc in Disposal Tenders
"Incoterms"	means International Commercial Terms, 2000 (of ICC)
IGM, Kolkata	means India Government Mint, Kolkata (A unit of SPMCIL)
"L1, L2 etc"	means First or second Lowest Offer etc.
"LC"	means Letter of Credit
"LD or L/D"	means Liquidated Damages
"LSI"	means Large Scale Industry

"NIT"	means Notice Inviting Tenders.
"NSIC"	means National small industries corporation
"PQB"	means Pre qualification bidding
"PSU"	means Public Sector Undertaking
"PVC"	means Price variation clause
"RC"	means Rate contract
"RR or R/R"	means Railway Receipt
"SBD" or	means (Standard) BID / Tender Document
"T E Document"	
"SCC"	means Special Conditions of Contract
"SIT"	means Special Instructions to Tenderers
"IGM, KOLKATA"	means Security Printing and Minting Corporation Limited
"SSI"	means Small Scale Industry
"ST"	means Sales Tax
"VAT"	means Value Added Tax

## 2 Application

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

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

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

### **3. Use of contract documents and information**

- 3.1 The supplier shall not, without IGM, Kolkata'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 IGM, Kolkata 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 IGM, Kolkata'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 IGM, Kolkata and, if advised by IGM, Kolkata, all copies of all such documents shall be returned to IGM, Kolkata on completion of the supplier's performance and obligations under this contract.

### **4. Patent Rights**

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

### **5. Country of Origin**

- 5.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 5.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.



## **6 Performance Bond/ Security**

- 6.1 Within twenty-one days after the issue of notification of award by IGM, Kolkata, the supplier shall furnish performance security to IGM, Kolkata for an amount equal to ten percent of the total value of the contract, Performance Bond/ Security deposit – shall be valid up to the complete conclusion of contractual obligations to the complete satisfaction of both the BIDDER and the BUYER including warranty period.
- 6.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract and shall be in one of the following forms:
- a) Account Payee Demand Draft or Fixed Deposit Receipt drawn on any commercial bank in India, in favour of IGM, Kolkata as indicated in the clause 4 of NIT in reference to EMD.
  - b) Bank Guarantee issued by a commercial bank in India, in the prescribed form as provided in section XV of this document.
- 6.3 In the event of any loss due to supplier's failure to fulfill its obligations in terms of the contract, the amount of the performance security shall be payable to IGM, Kolkata to compensate IGM, Kolkata for the same.
- 6.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 6.5 Subject to GCC sub-clause 6.3 above, IGM, Kolkata will release the performance security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.

## **7. Technical Specifications and Standards**

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

## **8. Packing and Marking**

- 8.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit upto 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 in SCC, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

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

## **9. Inspection and Quality Control**

- 9.1 IGM, Kolkata and/ or its nominated representative(s) will, without any extra cost to IGM, Kolkata, 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. IGM, Kolkata shall inform the supplier in advance, in writing, IGM, Kolkata'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 IGM, Kolkata's inspector at no charge to IGM, Kolkata.
- 9.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, IGM, Kolkata'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 IGM, Kolkata and resubmit the same to IGM, Kolkata'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 IGM, Kolkata's inspector well ahead of the contractual delivery period, so that IGM, Kolkata's inspector is able to complete the inspection within the contractual delivery period.
- 9.5 If the supplier tenders the goods to IGM, Kolkata'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 IGM, Kolkata under the terms & conditions of the contract.
- 9.6 IGM, Kolkata'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 IGM, Kolkata's inspector during predespatch inspection mentioned above.
- 9.7 Goods accepted by IGM, Kolkata and/ or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute IGM, Kolkata's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 16.

## **10 Terms of Delivery**

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

## **11 Transportation of Goods**

- 11.1 The supplier shall not arrange part-shipments and/ or transshipment without the express/ prior written consent of IGM, Kolkata.

- 11.2 Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:** In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.
- 11.3 Shipping Arrangement for Foreign Contracts:** In the case of FOB/FAS contracts, shipping arrangements shall be made by the Ministry of Shipping & Transport (Chartering Wing), New Delhi, INDIA, in accordance with details given in SBD Section XVIII. The Contractor shall give adequate, notice to the Forwarding Agents/Nominees about the readiness of the cargo from time to time and at least six weeks' notice in advance of the required position for finalising the shipping arrangements. In the case of C&F contracts, the Contractor shall arrange shipment in accordance with the requirements of the Ministry of Shipping & Transport, New Delhi, INDIA, indicated in the same SBD section (as applicable).
- 12 Insurance:**
- 12.2** 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:
- 12.3** In case of supply of domestic goods on CIF 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 IGM, Kolkata or its Consignee.
- 12.4** In the case of FOB and C&F offers for import of Goods, insurance shall be arranged by the Purchaser. However, the supplier must give sufficient notice to the Purchaser prior to the date of shipment, so that the Insurance Cover for the shipment can be activated. The Supplier must co-ordinate so as to ensure that the Shipment sails only with Insurance cover in place.
- 12.5** 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 – NOT APPLICABLE.**

**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 IGM, Kolkata 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 IGM, Kolkata before such discontinuation to provide adequate time to IGM, Kolkata to purchase the required spare parts etc., and**
  - ii. Immediately following such discontinuation, providing IGM, Kolkata, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by IGM, Kolkata.**

**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 IGM, Kolkata promptly on receipt of order from IGM, Kolkata.**

**14 Incidental services – NOT APPLICABLE.**

**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 IGM, Kolkata'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 IGM, Kolkata 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 IGM, Kolkata 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 IGM, Kolkata to enable IGM, Kolkata 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 IGM, Kolkata, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):
- (a) Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;
  - (b) Packing list;
  - (c) Insurance certificate;
  - (d) Railway receipt/ Consignment note;
  - (e) Manufacturer's guarantee certificate and in-house inspection certificate;
  - (f) Inspection certificate issued by IGM, Kolkata'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 despatch, the supplier will Notify IGM, Kolkata, consignee and other concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by Courier (or as instructed in the Contract), besides advance intimation by Fax/ email:
- (a) Clean on Board Airway Bill/Bill of Lading (B/L)
  - (b) Original Invoice
  - (c) Packing List
  - (d) Certificate of Origin from Seller's Chamber of Commerce
  - (e) Certificate of Quality and current manufacture from OEM
  - (f) Dangerous Cargo Certificate, if any.
  - (g) Insurance Policy of 110% if CIF/CIF contract.
  - (h) Performance Bond/Warranty Certificate

## **16. Warranty**

- 16.1.** The supplier warrants that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by IGM, Kolkata in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per IGM, Kolkata's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 16.2.** This warranty shall remain valid for twelve months after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by IGM, Kolkata in terms of the contract or for fifteen months from the date of despatch from the supplier's premises for domestic goods (including goods already imported by the supplier under its own arrangement) or for eighteen months after the date of shipment from the port of loading in the source country for imported goods offered from abroad, whichever is earlier, unless specified otherwise in the SCC.
- 16.3.** In case of any claim arising out of this warranty, IGM, Kolkata shall promptly notify the same in writing to the supplier.
- 16.4.** Upon receipt of such notice, the supplier shall, with all reasonable speed (or within the period, if specified in the SCC), repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/ goods after providing their replacements and no claim, whatsoever shall lie on IGM, Kolkata for such replaced parts/ goods thereafter.
- 16.5.** In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/ replaced goods shall be extended to a further period of twelve months from the date such rectified / replaced goods starts functioning to the satisfaction of IGM, Kolkata.
- 16.6.** If the supplier, having been notified, fails to rectify/ replace the defect(s) within a reasonable period (or within the period, if specified in the SCC), IGM, Kolkata may proceed to take such remedial action(s) as deemed fit by IGM, Kolkata, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which IGM, Kolkata may have against the supplier.

## **17. Assignment**

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

**18. Sub Contracts**

- 18.1.** The Supplier shall notify IGM, Kolkata in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.
- 18.2.** Sub contract shall be only for bought out items and sub-assemblies.
- 18.3.** Sub contracts shall also comply with the provisions of GCC Clause 5 ("Country of Origin").

**19. Modification of contract**

- 19.1.** Once a contract has been concluded, the terms and conditions thereof will generally not be varied. However if necessary, IGM, Kolkata may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
- (a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for IGM, Kolkata,
  - (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 IGM, Kolkata 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 IGM, Kolkata, the supplier shall convey its views to IGM, KOLKATA within twenty one days from the date of the supplier's receipt of IGM, Kolkata's amendment / modification of the contract.
- 19.3. Option Clause:** By a suitable provision in the SCC, the Purchaser may reserve the right to increase the ordered quantity by 25% at any time, till final delivery date of the contract, by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of Delivery Period.



## **20. Prices**

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

## **21. Taxes and Duties**

- 21.1.** Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to IGM, Kolkata.
- 21.2.** Further instruction, if any, shall be as provided in the SCC.

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

- 22.1.** Unless otherwise specified in SCC, usual payment term is 100% on receipt and acceptance of goods by the Purchaser and on production of all required documents by the supplier.
- 22.2. For Domestic Goods:** Unless otherwise specified in the SCC, payments to suppliers are usually made by account payee cheque or through ECS only.
- 22.2.1.** Where the terms of delivery is FOR dispatching Station, the payment terms, depending on the value and nature of the goods, mode of transportation etc. maybe - 60% to 90% (as specified in SIT) on proof of despatch and other related documents and balance on receipt at site and acceptance by the consignee.
- 22.2.2.** Where the terms of delivery is CIF destination/delivery at site/FOR destination, usual payment term is 100% on receipt and acceptance of goods by the consignee 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 despatch along with other specified documents
    - ii. 30% on receipt of the goods at site by the consignee and balance
    - iii. 10% on successful installation and commissioning and acceptance by the user department.
  - (b) For a contract with terms of delivery as CIF destination/ Delivery at site/FOR destination
    - i. 90% on receipt and acceptance of goods by the consignee at destination and on production of all required documents by the supplier
    - ii. 10% on successful installation and commissioning and acceptance by the consignee.

- 22.3. For Imported Good:** 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 - 100 % net FOB/FAS price is to be paid against invoice, shipping documents, inspection certificate (where applicable), manufacturers' test certificate, etc.
  - (b) Cases where Installation, Erection and Commissioning are the responsibility of the Supplier - 80% - 90% net FOB/FAS price (as specified in the SCC) will be paid against invoice, inspection certificate (where applicable), shipping documents etc. and balance within 21 - 30 days of successful installation and commissioning at the consignee's premises and acceptance by the consignee.
  - (c) Payment of Agency Commission against FOB/FAS Contract - Entire 100% agency commission is generally paid in Indian Rupees; after all other payments have been made to the supplier in terms of the contract.
- 22.4.** Unless specified otherwise in the SCC, the following general conditions will apply for payment to the supplier.
- 22.5.** The payment shall be made in the currency / currencies authorized in the contract.
- 22.6.** The supplier shall send its claim for payment in writing as per Section XIX - " Proforma for Bill for Payments", when contractually due, along with relevant documents etc., duly signed with date, as specified in SCC and in a manner as also specified therein.
- 22.7.** While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 22.8.** The important documents which the supplier is to furnish while claiming payment are:
- a) Original Invoice
  - b) Packing List
  - c) Certificate of country of origin of the goods from seller's Chamber of Commerce.
  - d) Certificate of pre-despatch inspection by IGM, Kolkata's representative/ nominee
  - e) Manufacturer's test certificate
  - f) Performance/ Warrantee Bond
  - g) Certificate of Insurance
  - h) Clean on Bill of lading/ Airway bill/ Rail receipt or any other dispatch document, issued by a government agency (like postal department) or an agency duly authorized by the concerned ministry/ department
  - i) Consignee's Certificate confirming receipt and acceptance of goods
  - j) Dangerous Cargo Certificate, if any, in case of Imported Goods.
  - k) Any other document specified.

**22.9.** While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from IGM, Kolkata, 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 IGM, Kolkata the IGM, Kolkata's share out of such refund received by the supplier. The supplier shall also refund the applicable amount to IGM, Kolkata immediately on receiving the same from the concerned authorities.

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

- a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
- b) Delay in supplies, if any, has been regularized.
- c) The contract price where it is subject to variation has been finalized.
- d) The supplier furnishes the following undertakings:

"I/ We, \_\_\_\_\_ certify that I/ We have not received back the Inspection Note duly receipted by the consignee or any communication from IGM, Kolkata 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 despatch whichever is later.

### **23. Delay in the supplier's performance**

**23.1.** The time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be the essence of the contract and the supplier shall deliver the goods and perform the services under the contract within the time schedule specified by IGM, Kolkata 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 IGM, Kolkata in writing about the same and its likely duration and make a request to IGM, Kolkata for extension of the delivery schedule accordingly. On receiving the supplier's communication, IGM, Kolkata shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 23.4.** When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
- a) IGM, Kolkata shall recover from the supplier, under the provisions of the clause 24 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
  - b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
  - c) But nevertheless, IGM, Kolkata shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 23.5.** The supplier shall not despatch the goods after expiry of the delivery period. The supplier is required to apply to IGM, Kolkata 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 IGM, KOLKATA.

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

**25. Custody and Return of IGM, Kolkata Materials/ Equipment/ Documents loaned to Contractor. ( Not Applicable)**

- 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 IGM, Kolkata.

**26. Termination for default**

- 26.1.** IGM, Kolkata, without prejudice to any other contractual rights and remedies available to it (IGM, Kolkata), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by IGM, Kolkata pursuant to GCC sub-clauses 23.3 and 23.4.
- 26.2.** In the event of IGM, Kolkata terminates the contract in whole or in part, pursuant to GCC sub-clause 26.1 above, may procure goods and/ or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the supplier and the supplier shall be liable to IGM, Kolkata for the extra expenditure, if any, incurred by IGM, Kolkata for arranging such procurement.

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

**27. Termination for insolvency**

**27.1.** If the supplier becomes bankrupt or otherwise insolvent, IGM, Kolkata reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to IGM, Kolkata.

**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 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 is unable to fulfill its contractual commitment and responsibility, IGM, Kolkata will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

**29. Termination for convenience**

**29.1.** IGM, Kolkata reserves the right to terminate the contract, in whole or in part for its (IGM, Kolkata'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 IGM, Kolkata. 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 IGM, Kolkata following the contract terms, conditions and prices. For the remaining goods and services, IGM, Kolkata may decide:

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

### **30. Governing language**

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

### **31. Notices**

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

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

### **32. Code of Ethics**

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

- (a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (b) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (c) "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non competitive levels; and

- (d) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
- (e) A particular violation of ethics may span more than one of above mentioned unethical practices.

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

- (a) A proposal for award will be rejected if it is determined that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.
- (b) A contract will be cancelled if it is determined at any time that IGM, Kolkata representatives/ officials have directly or indirectly, engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract.
- (c) In case any individual staff is found responsible, suitable disciplinary proceedings should be initiated against such staff under the applicable government conduct rules. The existing provisions under the Indian law including the instructions of Central Vigilance Commission should be followed in this regard.
- (d) Firms or individuals shall be banned/ blacklisted after following due process, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a IGM, Kolkata contract, if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a IGM, Kolkata contract.

### **33. Resolution of disputes**

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

**33.2. Arbitration Clause:-** If both parties fail to reach such amicable settlement, then either party (the Purchaser or Seller) may within 21 days of such failure give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in difference or of difference of which such written notice has been given and no other matter shall be referred to the arbitration in accordance with the conciliation and arbitration rules of International



Chamber of Commerce (ICC)/United National Commission on International Trade Law (UNCITRL) by three arbitrators appointed in accordance with the procedure set out in clause below. The arbitration proceeding shall be held in New Delhi and shall be conducted in English language. All documentation to be reviewed by the arbitrators and/or submitted by the parties shall be written or translated into English. Venue of arbitration shall be New Delhi. The arbitrator or arbitrators appointed under this article shall have the power to extend time to make the award with the consent of the parties. Pending reference to arbitration, the parties shall make all endeavours to complete the contract/work in all respects and all disputes, if any, will finally be settled in the arbitration.

**34. Applicable Law**

- 34.1.** The contract shall be interpreted in accordance with the laws of India.
- 34.2.** Irrespective of the place of delivery, or the place of performance or the place of Payments under the contract, the contract shall be deemed to have been made at the place from which the notification of acceptance of the tender has been issued.
- 34.3.** The courts of the place from where the notification of acceptance has been issued - shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

**35. Secrecy**

- 35.1.** The Contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, have full knowledge of the Official Secrets Act and any regulations framed there under.
  - 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.
- 36. RISK PURCHASE CLAUSE:** If the supplier after submission of tender and due acceptance of the same, i.e. after placement of Purchase Order, fails to abide by the terms and conditions of these tender document, or fails to supply the material as per delivery schedule given or at any time repudiates the contract, the purchaser will have the right to.

- 36.1 Forfeit the EMD; and
- 36.2 Invoke the Security Deposit – Cum – Performance Guarantee deposited by the supplier and procure the stores from other agencies at the risk and consequence of the supplier. The cost difference between the alternative arrangement and supplier's tendered value will be recovered from the supplier along with incidental charges. For all purposes the letter of intent will be considered acceptance of tender and formal contract pending signing of formal agreement. Supplier has to abide by all terms and conditions of tender.
- 36.3 In case of procurement through alternative sources and if procurement price is lower, no benefit on this account will be passed on to supplier.

**37. FORE CLOSURE CLAUSE**

If at any time during the contract purchase of material ordered in this contract is completely banned due to drastic change in Government policy its use as declared hazardous to public health or cause rising to civil commotions, epidemic, wide-spread strikes and 21 days notice of such eventualities is given by Purchaser to the Supplier, the Supplier without any right to enforce the contract will agree to the fore-closure of performance of balance portion of this contract and no claim for damages or losses will be lodged against the Purchaser.

- 38. ESCALATION:** Quoted price shall remain firm till execution of the work. However, increase decrease in the prices only on account of statutory variations in the taxes and duties prevailing on the base date (date of contract) will be permissible. It is to be noted that, increase in the price on account of above will be admissible only if the work is completed within the schedule completion period as per the order/Contract and to be reimbursed by the purchaser to the contractor against submission of documentary proof. However, in case of any reduction in the exchange rates and /or statutory taxes and duties, same shall have to be passed on to the company by the contractor irrespective of whether those were applicable within the Contractual completion period or not.

**39. NATIONAL SECURITY CLAUSE**

Offer(s) received from any bidder shall be summarily rejected on national security considerations without any intimation thereof to the bidder.

**40 AGENCY COMMISSION**

- 40.1** Employment of agents of Indian or Foreign Origin is discouraged. Tenderer to note that "No agency commission is payable". In case any agency involved they should be registered with Director General of Supplies and Disposal, Ministry of Commerce, Government of India.

**40.2** A copy of agency agreement should also be (mandatory) filed while bringing on record the agency arrangement and commission payable along with the quotation. The commission payable is only in Indian Rupees. In absence of the above, no agency commission of any kind shall be allowed and supplier shall certify that they have not paid any agency commission of any kind whatsoever. If it is found that the supplier has paid any agency commission or more than what has been indicated at (40.1) above, at a later date the Contract/ agreement will be cancelled and action will be taken for breach of Contract.

## 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	5	Country of Origin	The country of origin of the goods supplied shall be clearly mentioned.
2	8	Packing	<p>The Coils shall be suitably packed with interleaving paper to avoid scratches. The packing should be weather proof and sea worthy. The packing should be made in such a manner that during the shipment/transit no damage shall be caused to the coils. The Coils shall be wrapped by a Polythene and placed preferably in eye vertical position and mounted on a pallet suitably. The bottom side of the pallet should have a provision to insert fork to lift the packaged items by forklifts.</p> <p>Each Coils shall be packed in transit worthy and damage – proof packaging giving M.S. edge strips at inner diameter and outer diameter of coil and packed with packing strips. Each coils shall have details pasted on it showing details of weight, thickness, width, lot number, date etc. Each coil shall then be again packed with Hessian cloth.</p>
		Marking	<ol style="list-style-type: none"> <li><b>CONSIGNEE:</b> General Manager, India Government Mint, Alipore, Kolkata - 700053</li> <li><b>CONSIGNEE:</b> General Manager, India Government Mint, S.B. Singh Road, Fort, Mumbai - 400023</li> <li><b>CONSIGNEE:</b> General Manager, India Government Mint, Cherapally, Hyderabad - 500051</li> </ol> <p>Order No: Packing No: Net Weight: Gross Weight:</p>
3	10	Terms of Delivery	<p>The Indigenous Supplier shall deliver the full consignment on door delivery basis. While Foreign supplier shall deliver on FOB basis. Full consignment to be delivered and supply to be completed <b>within 15 months in 10 equal installments</b> with equal proportion of quantity to each IGMs at Kolkata, Hyderabad and Mumbai subject to tolerance maximum +/- 10% in weight per month and maximum +/- 7% in weight in 3 months and +/- 5% yearly are permissible. This supply should start reaching destinations within 60 days of placement of LOI.</p> <ul style="list-style-type: none"> <li>1st lot to reach within 60 days from the date of LOI for existing/past suppliers and 60 days from the date of clearance of pre production sample for new suppliers. Thereafter, supplies shall be completed in <b>nine (09) equal installments in thirteen (13) months</b>. However, the minimum each lot size shall not be less than <b>300 MT</b> included in parallel contract terms.</li> <li>Details of the delivery schedule will be made available at the time of concluding the agreements/contract. The firm not quoting for full quantity shall need to supply the offer quantity in <b>10 equal installments</b> subject to minimum of <b>300 MT</b> per installment with equal proportion of quantity to each mint i.e., Hyderabad, Mumbai and Kolkata with the same above tolerance.</li> </ul>

4	9.4	Pre-dispatch Inspection	<p><b>In addition to Clause 9 and Annexure – I, Annexure – II Annexure – III(as per Military Standard MIL – STD 105D), the user-end inspection by purchaser will be final and binding.</b></p> <p>For pre-dispatch Inspection for each lot of delivery, one Inspector shall be deputed for each lot of delivery of FSS Coils as per SCC provision of Clause No.9.</p> <p>Inspection shall be done by the General Manager, IG Mint, Alipore, Kolkata or his authorized representative.</p> <p>The inspection, examination or testing carried out by the purchaser's inspector or any other inspecting agency or issue of shipment release certificate by the purchaser to the supplier shall not, however, relieve the supplier from any of his obligations under the contract and shall not bind the purchaser in any manner to accept the material/store(s), should it on further inspection/tests during or after its assembly/use be found not to comply with requirement of the intent and meaning of the contract.</p> <p>At the time of inspection, all the expenses including travelling, boarding &amp; lodging will be borne by the purchaser. Hence these expenses are not to be included in price of material. Supplier are required to provide the facility for inspection.</p>
5	16.	Warranty	Warranty shall remain valid for one year from the date of issue of Final Acceptance Certificate for each lot by the respective India Government Mints at Mumbai, Kolkata and Hyderabad or for fifteen months from the date of dispatch from the supplier's premises for domestic goods or for eighteen months after the date of shipment from the port of loading in the source country for imported goods.
6	19.3	Option Clause	India Government Mint, KOLKATA(A unit of SPMCIL), reserves the right to increase the ordered quantity by 25% at any time till the 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.
7	21.2	Taxes and Duties	Clause 21.1 will be applicable only for Domestic bidder. Foreign bidders have to quote on FOB basis and on CIF basis both.
8	22.3, 22.4, 22.6	Terms and mode of payment	<p>For Foreign Bidder: 90% of FSS Coil cost on FOB basis will be paid against proof of Invoice, Inspection Certificate and Shipping documents.</p> <p>10 % of Coil cost on FOB basis will be paid after Final Acceptance Certificate issued by Purchaser.</p> <p>Invoices for the Cost of the <b>FSS Coils</b> shall be submitted for the purpose of payment of Custom Duty. Any Duties and Taxes arising due to non-compliance of the above, will be recovered from the cost of the coil.</p> <p>In case of Indigenous Supplier:</p> <ul style="list-style-type: none"> <li>• 90% on receipt and acceptance of goods by the consignee at destination and on production of all required documents by the supplier</li> <li>• Balance 10% on final acceptance by the consignee.</li> </ul>

## SECTION VI: LIST OF REQUIREMENTS

Schedule No.	Brief description of goods and services (Related specifications etc. are in Section-VII)	Accounting unit	Quantity	Amount of Earnest Money
1.	AISI 430 Ferritic Stainless Steel coil for manufacturing of Coin Blanks for IG Mint Kolkata, Mumbai and Hyderabad.	MT	10,250 MT	₹ 1,10,60,000/- (₹ One Crore Ten Lakh Sixty Thousand only) for domestic supplier & US \$ 1,73,000 OR Euro € 1,54,500 for foreign suppliers [As per Exchange rates @ 1\$ = ₹ 64.0493 & 1€ = ₹ 71.7608 dated 8 <sup>th</sup> May, 2015 in <a href="http://www.rbi.org.in">www.rbi.org.in</a> ) to be enclosed with PQB.

**Required Delivery Schedule :** The Indigenous Supplier shall deliver the full consignment on door delivery basis. While foreign supplier shall deliver on FOB basis. Full consignment to be delivered and supply to be completed within **15 months** in **10 equal** installments with equal proportion of quantity to each IGMs at Kolkata, Hyderabad and Mumbai subject to tolerance maximum +/- 10% in weight per month and maximum +/- 7% in weight in 3 months and +/- 5% yearly are permissible. This supply should start reaching destinations within 60 days of placement of LOI.

1st lot to reach within 60 days from the date of LOI for existing/past suppliers and 60 days from the date of clearance of pre production sample for new suppliers. Thereafter, supplies shall be completed in **nine (09)** equal installments in **thirteen (13)** months. However, the minimum each lot size shall not be less than **300 MT** included in parallel contract terms. Details of the delivery schedule will be made available at the time of concluding the agreements/contract. The firm not quoting for full quantity shall need to supply the offer quantity in **10 equal installments** subject to minimum of **300 MT** per installment with equal proportion of quantity to each mint i.e., Hyderabad, Mumbai and Kolkata with the same above tolerance.

**Optional Order Clause :** India Government Mint, KOLKATA(A unit of SPMCIL), reserves the right to increase the ordered quantity by 25% at any time till the 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.

- Tenderers have to quote for minimum 25% of the total quantity i.e. **2,565 MT** AISI 430 FSS Coils or else their Quotation will be summarily rejected.

**Required Terms of Delivery and Destination :-** In case of Domestic Bidder, Intending bidder shall quote price inclusive of freight charges on door delivery basis to India Government Mints at Kolkata, Mumbai and Hyderabad, as indicated in delivery schedule. The price shall be quoted as per price format explicitly -Indigenous Supplier on door delivery basis up to destination point i.e. with details of basic cost , Excise Duty, VAT/CST, Octroi (if any) packing, forwarding insurance, freight service charges on freight and any other charges, if so.

In case of Foreign Bidder, the intending Bidder shall quote on both FOB and CIF basis at Kolkata Seaport . Custom duties, taxes & duties , octroi charges, service charges & any other charges will be borne by the Purchaser.

**ADDRESSES FOR DELIVERY OF CONSIGNMENT:** The Supplier shall make separate packages for each consignee whose addresses are mentioned below:

- 1) GENERAL MANAGER  
INDIA GOVERNMENT MINT (A UNIT OF SPMCIL)  
SHAHID BHAGAT SINGH ROAD, FORT,  
MUMBAI - 400023.  
PHONE NO. 022-22661735 FAX 022-22661450  
**Email:** [igm.mumbai@spmcil.com](mailto:igm.mumbai@spmcil.com)
- 2) GENERAL MANAGER  
INDIA GOVERNMENT MINT (A UNIT OF SPMCIL)  
ALIPORE,  
KOLKATA - 700 053.  
PHONE NO. 033-24014821 FAX 033-24010553  
**Email:** [calmint@spmcil.com](mailto:calmint@spmcil.com)
- 3) GENERAL MANAGER  
INDIA GOVERNMENT MINT (A UNIT OF SPMCIL)  
IDA PHASE II, CHERELAPALLY,  
POST BAG NO.10, HCL POST, R.R.DISTRICT  
HYDERABAD - 500 051.  
PHONE NO. 040-27266095 FAX 040-27262951  
**Email:** [igm.hyderabad@spmcil.com](mailto:igm.hyderabad@spmcil.com)

## SECTION VII : TECHNICAL SPECIFICATIONS

**FERRITIC STAINLESS STEEL COILS FOR MANUFACTURING OF COIN BLANKS OF FOLLOWING SPECIFICATIONS :**

<b>1.</b>	<b>GRADE</b>	AISI – 430 Normal
<b>2.</b>	<b>PHYSICAL PROPERTIES</b>	
(i)	<b>Coil Thickness</b>	1.31 mm $\pm$ (+) 0.00/ (-) 0.03 mm
(ii)	<b>Coil Width</b>	281 mm $\pm$ 1 mm, 290 mm $\pm$ 1 mm and 376 mm $\pm$ 1 mm, 393 mm $\pm$ 1 mm. Width wise quantity to be decided at the time of placement of order/agreement.
(iii)	<b>Quantity</b>	<b>10,250 MT</b>
(iv)	<b>Weight of each Coil</b>	(i) 1.2 MT to 1.5 MT for 281 mm $\pm$ 1 mm, 290 mm $\pm$ 1 mm width coil  (i) 2.5 MT to 3 MT for 376 mm $\pm$ 1 mm, 393 mm $\pm$ 1 mm width coil
(v)	<b>Inner diameter</b>	500 mm +/- 10%
(vi)	<b>Eye Axis of Coil</b>	To be indicated by the Individual Mint
(vii)	<b>Hardness</b>	140 +/- 5 (HV30)
(viii)	<b>Surface finish</b>	90 GU at 85 degree angle (reflectivity)
<b>3.</b>	<b>CHEMICAL COMPOSITION</b>	
(i)	<b>Chromium</b>	17% $\pm$ 1%
(ii)	<b>Iron</b>	83% $\pm$ 1%
<b>4.</b>	<b>IMPURITIES NOT TO EXCEED THE FOLLOWING LIMITS</b>	
(i)	<b>Carbon</b>	0.12% Max
(ii)	<b>Silicon</b>	1.00% Max
(iii)	<b>Manganese</b>	1.00% Max
(iv)	<b>Nickel</b>	0.50% Max
(v)	<b>Sulphur</b>	0.03% Max
(vi)	<b>Phosphorus</b>	0.04% Max



## **Section VIII: Quality Control Requirements**

**Quality of Ferritic Stainless Steel Coils :** The surface of the strip should be free from all surface imperfections such as porosity, blow holes, side cracks, discolourisation etc. edge should be smoothly trimmed and without any edge cracks free from edge burrs. The surface should be devoid of any defects such as flakes, holes, indent, scratch, discolourisation and shall be smooth and perfectly flat. The strips should be dry and clean.

(i) The supplier shall submit with each consignment manufacturer's testing certificates for the parameters given in tender specification.

(ii) Goods supplied not in conformity with tender specification will be treated as goods not supplied at all and supplier shall take supplied material not confirming to order specifications back within 15 days. Goods shall be delivered by the supplier in accordance with the terms and conditions specified in the contract failing which expense of keeping goods at purchaser's premises may be levied on supplier.

(iii) Delivery date will be calculated from the date goods are received in acceptable quality in accordance with technical specifications.

## SECTION IX: ESSENTIAL QUALIFICATION/ELIGIBILITY CRITERIA

The bidder should meet the following qualification criteria;

1. Tenderers have to quote for minimum 25% of the total quantity i.e. **2,565 MT** AISI 430 FSS Coils or else their Quotation will be summarily rejected.
2. **Experience & Past Performance:-** Bidder Firm should have manufactured and supplied at least **3,075 MT** FSS Coils in any one year during last five financial years ending 31.03.2013.
3. **Capability-Equipment & manufacturing Facilities:-** The Bidder Firm must have an Annual capacity to manufacture and supply at least **3,075 MT** FSS Coils.
4. **Financial Standing: -**
  - a. Average Annual Turnover of the Bidder firm during last three financial years ending **31.3.2013** should be more than **₹ 33.17 Crore**.
  - b. Bidder Firm should not have suffered any financial loss for more than one financial year during the last three financial years ending **31.3.2013**.
  - c. The net worth of the firm should not have eroded by more than 30% in the last three financial years ending **31.3.2013**.

**Note:-**

1. All experience, past performance and capacity/capability related data should be certified by the authorized signatory of the bidder firm.
2. All financial standing data should be certified by certified accountant's e.g., Chartered Accounts (CA) in India and Certified Public Accountant/Chartered Accountants of other countries.

Bidder to furnish stipulated documents in support of fulfillment of essential qualifying criteria. Non-submission of documents may lead to rejection of offer.

## SECTION X: TENDER FORM

Date:

To

India Government Mint,  
(A Unit of Security Printing &  
Minting Corporation of India Ltd.)  
Alipore, Kolkata - 700053

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 sum of Rs. \_\_\_\_\_ (total tender amount in figures and words), 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 up to \_\_\_\_\_, as required in the GIT Clause 19, read with modification, if any in Section-III -"Special Instructions to Tenderers" or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_

.....

For and on behalf of

Signature with date

(With seal)

Name

In the capacity of

(DULY AUTHORISED TO SIGN THE BID)

## SECTION XI: PRICE SCHEDULE

A price schedule appropriate to the nature of goods/services to be attached here

1. Name of tenderer:
2. Opening date & time:
3. The tender shall remain valid for acceptance for 180 days, from the date of tender opening.
4. Format for Bidder: Adhering to the format given below is a Pre-requisite for considering your quotations, Price should be quoted on door delivery basis:

### PROCUREMENT OF AISI 430 FERRITIC STAINLESS STEEL COILS FOR MANUFACTURING OF COIN BLANKS FOR IG MINT KOLKATA, MUMBAI AND HYDERABAD – 10,250 MT

#### A) In case of Domestic bidders:-

Sl. No.	Description	Amount in (Rs.)
1.	<b>Basic Cost/MT</b>	
2.	Excise Duty, if applicable(%)	
3.	Packing charges/MT	
4.	Insurance & Freight/MT: Up to IGM, Kolkata IGM, Hyderabad IGM, Mumbai	
5.	CST/VAT, if applicable/MT	
6.	Any other Taxes and duties, octroi, if applicable/MT	
7.	Service Tax /MT	
8.	Total Cost of supply (door delivery basis) in figures/MT	
9.	Total Cost of supply (door delivery basis) in words/MT	

#### B) In case of Foreign Bidder (ON FOB BASIS):-

Sl. No.	Description	Amount in
1.	<b>Basic Cost/MT</b>	
2.	Packing charges/MT	
3.	Insurance & Freight (from Supplier's facility to Port of Shipment)/MT <b>TOTAL FOB COST /MT</b>	
4.	Service Tax /MT	
5.	Total Cost of supply (FOB basis) in figures/MT	
6.	Total Cost of supply (FOB basis) in words/MT	

**A) In case of Foreign Bidder (ON CIF BASIS):-**

Sl. No.	Description	Amount in
1.	Basic Cost/MT	
2.	Packing charges/MT	
3.	Insurance & Freight /MT	
	<b>TOTAL CIF COST /MT</b>	
4.	Service Tax /MT	
5.	Total Cost of supply (CIF basis) (Kolkata sea port) in figures/MT	
6.	Total Cost of supply (CIF basis) (Kolkata sea port) in words/MT	

**Important**

No price to be indicated in the format which is to be enclosed along with PQB (Part I), Techno-commercial Tender (Part II) However, Price Bid (Part III) which contains prices should be in this Performa only and to be enclosed in a sealed cover separately. The sealed Price-Bid duly superscribed as Price Bid (Part III) should be enclosed to the Techno-commercial bid of the Tender

.....  
Signature of the tenderer with designation and seal

## SECTION XII: QUESTIONNAIRE

The tenderer should furnish specific answers to all the questions/ issues mentioned below. In case a question/ issue does not apply to a tenderer, the same should be answered with the remark "not applicable".

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

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

1. Brief description and of goods and services offered:
2. Offer is valid for acceptance up to .....
3. Your permanent Income Tax A/ C No. as allotted by the Income Tax Authority of Government of India :

Please attach certified copy of your latest/ current Income Tax clearance certificate issued by the above authority.

4. Status :
  - a) Are you currently 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 IGM, KOLKATA 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.
  - b) Are you currently 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 queries is in affirmative.

5. Please indicate name & full address of your Banker(s) :
6. Please state whether business dealings with you currently stand suspended/ banned by any Ministry/ Deptt. of Government of India or by any State Govt.

.....

(Signature with date)

.....

.....

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

.....

.....

(Name, address and stamp of the tendering firm)

### Section XIII: Bank Guarantee Form for EMD

Whereas

(hereinafter called the "Tenderer") has submitted its quotation dated ..... for the supply of ..... (hereinafter called the "tender")

against IGM, Kolkata's tender enquiry No. ....

Know all persons by these presents that we ..... of .....

(hereinafter called the "Bank")

having our registered office at .....

are bound unto .....

(hereinafter called the "IGM, Kolkata")

in the sum of .....

for which payment will and truly to be made to the said IGM, Kolkata, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this..... day of .....20.....

The conditions of this obligation are —

(1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

(2) If the Tenderer having been notified of the acceptance of his tender by General Manager IGM, Kolkata during the period of its validity:-

a) fails or refuses to furnish the performance security for the due performance of the contract.

b) fails or refuses to accept/ execute the contract.

We undertake to pay General Manager, IGM, Kolkata up to the above amount upon receipt of its first written demand, without IGM, Kolkata having to substantiate its demand, provided that in its demand General Manager IGM Kolkata will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....

(Signature of the authorized officer of the Bank)

.....

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch



## Section XIV: Manufacturer's Authorization Form

To

.....

.....

*(Name and address of IGM, Kolkata)*

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 authorise Messrs..... *(name and address of the agent)* to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above goods manufactured by us.

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

We also hereby extend our full warranty, as applicable as per clause of the General Conditions of Contract read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this tender document.

Yours faithfully,

.....

.....

*[signature with date, name and designation]*

for and on behalf of Messrs.....*[name & address of the manufacturers]*

*Note: This letter of 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: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

\_\_\_\_\_ [insert: Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: \_\_\_\_\_ [insert: Name and Address of IGM, Kolkata]

Date:

PERFORMANCE GUARANTEE No.:

WHEREAS ..... (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated ..... to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of ..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

We undertake to pay IGM, Kolkata up to the above amount upon receipt of its first written demand, without IGM, Kolkata having to substantiate its demand.

This guarantee will remain in force for a period of Sixty days after the currency of this contract and any demand in respect thereof should reach the Bank not later than the above date.

.....

(Signature of the authorized officer of the Bank)

.....

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank and address of the Branch

## Section XVI: Contract Form

The General Manager  
India Government Mint,  
(A unit of SPMCIL),  
Alipore, Kolkata - 700053

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

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

1. Name & address of the Supplier: .....

2. INDIA GOVERNMENT MINT, KOLKATA's Tender document No..... dated..... and subsequent Amendment No....., dated..... (If any), issued by INDIA GOVERNMENT MINT, KOLKATA

3. Supplier's Tender No..... dated..... and subsequent communication(s) No..... dated ..... (If any), exchanged between the supplier and INDIA GOVERNMENT MINT, KOLKATA 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) INDIA GOVERNMENT MINT, KOLKATA'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 INDIA GOVERNMENT MINT, KOLKATA'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 INDIA GOVERNMENT MINT, KOLKATA's inspecting officer

(v) Destination and dispatch instructions

(vi) Consignee, including port consignee, if any

(vii) Warranty clause

(viii) Payment terms

(ix) Paying authority

.....

(Signature, name and address of INDIA GOVERNMENT MINT, KOLKATA'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  
India Government Mint, Kolkata

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		
Signatures 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: Shipping Arrangements for Liner Cargoes**

### **A: In Respect Of C&F Cif Turnkey/F.O.R. Contracts For Import**

**1. (a) SHIPMENTS FROM PORTS OF U.K. INCLUDING NORTHERN IRELAND (ALSO EIRE), FROM THE NORTH CONTINENT OF EUROPE (GERMANY, HOLLAND, BELGIUM, FRANCE, NORWAY, SWEDEN, DENMARK, FINLAND AND PORTS ON THE CONTINENTAL SEABOARD OF THE MEDITERRANEAN (I.E. FRENCH AND WESTERN ITALIAN PORTS), TO PORTS IN INDIA.**

The Seller should arrange shipment of the goods by vessels belonging to the member Lines of the India-Pakistan-Bangladesh Conference. If the Seller finds that the space on the Conference Lines' vessels is not available for any specific shipment, he should take up with India-Pakistan-Bangladesh Conference, Conferity House, East Grinstead, Sussex (U.K.), for providing shipping space and also inform the Shipping Co-ordination Officer, Ministry of shipping & Transport, New Delhi (Cable: TRANSCHART, NEW DELHI; Telex: VAHAN ND -2312, 2448 & 3104).

The Sellers should arrange shipment through the Government of India's Forwarding agents, M/ s Schenker & Co. 2000- Hamburg (Cable: SCHENKERCO HAMBURG) or obtain a certificate from them to the effect that shipment has been arranged in accordance with instructions of the Ministry of Shipping & Transport ( TRANSCHART), New Delhi

#### **a) SHIPMENTS FROM ADRIATIC PORTS OF EASTERN ITALY AND YUGOSLAVIA**

The Seller should arrange shipment of the goods by vessels belonging to the following Indian Member lines;

1. The Shipping Corporation of India Ltd.
2. The Scandia Steam Navigation Co. Ltd.
3. Indian Steamship Co. Ltd.

For the purpose of ascertaining the availability of suitable Indian vessels and granting dispensation in the event of their non-availability, the Seller should give adequate notice about the readiness of each consignment from time to time at least six weeks in advance of the required position to M/s Schenker & Co. 2000 HAMBURG (Cable : SCHENKERCO HAMBURG) and also endorse a copy thereof to the



Shipping Co-ordination Officer, Ministry of Shipping & Transport, New Delhi (Cable: TRANSCHART, NEW DELHI; Telex: VAHAN ND -2312, 2448 & 3104).

The Seller should arrange shipment through the Government of India's Forwarding Agents, M/s Schenker & Co., HAMBURG (Cable : SCHENKERCO HAMBURG) or obtain certificate from them to the effect that shipment has been arranged in accordance with the instructions of the Ministry of Shipping & Transport, (TRANSCHART), New Delhi

**(c) SHIPMENTS FROM POLAND & CZECHOSLOVAKIA**

**(i) IMPORTS FROM POLAND**

Shipments under this contract would be made by the National flag lines of the two parties and vessels of third flag conference lines, in accordance with the agreement between the Govt. of the Republic of India and the Govt. of the Polish People's Republic regarding shipping co-operation dated 27.6.1960 as amended up-to-date.

**(ii) IMPORTS FROM CZECHOSLOVAKIA**

Goods under this contract would be shipped by the National flag lines of the two parties and vessels of the third flag conference lines, in accordance with the Agreement on co-operation in Shipping between India and Czechoslovakia signed on 3.11.1978 and ratified on 19.12.1979, as amended up-to-date.

Shipping arrangements should be made by the Sellers in consultation with the Resident Representative of the Indian shipping Lines in Gdynia, C/o Morska Agencja W. Gdyni, Gdyni, ul, Pulaskiego 8, P.O. Box III-10 246; Gdynia (Po-and) - Telex: MAG, PL. 054301, Tel: 207621), to whom details regarding contract number, nature of cargo, quantity, port of loading/discharging, name of Government consignee, expected date of readiness of each consignment etc., should be furnished at least six weeks in advance of the required position, with a copy thereof endorsed to the Shipping Co-ordination Officer, Ministry of Shipping & Transport (Chartering Wing), New Delhi (Cable: TRANSCHART, NEW DELHI; Telex: VAHAN ND-2312, 2448 & 3104.).

**(d) SHIPMENTS FROM RUSSIA & OTHER MEMBER COUNTRIES OF C.I.S.**

Shipment under this contract should be made in accordance with the Agreement between the Government of the Republic of India and the Government of the Russia & other member countries of C.I.S. on Merchant Shipping, by vessels of Indo-C.I.S. Shipping Service.

**(e) SHIPMENT FROM JAPAN**

The shipment of goods should be made by Indian vessels to the maximum extent possible subject to a minimum of 50%.

The Seller should arrange shipment of the goods in consultation with the Embassy of India in Japan, Tokyo, to whom details regarding contract number, nature of cargo, quantity, port of loading/ discharge, name of the Govt. consignee, expected date of readiness of each consignment etc. should be furnished at least six weeks in advance of the required position.

Note: The copies of such contracts are to be endorsed both to the Attaché (Commercial), Embassy of India in Japan, Tokyo, and the Shipping Co-ordination Officer, Ministry of Shipping & Transport, New D.

**(f) SHIPMENTS FROM AUSTRALIA, ALGERIA, BULGARIA, ROMANIA, EGYPT**

The Seller shall arrange shipment of the goods by Indian flag vessels to the maximum extent possible subject to a minimum of 50%. For the purpose of ascertaining the availability of suitable Indian vessels, the Seller shall give adequate notice of not less than six weeks about the readiness of each consignment to the Shipping Corporation of India Ltd., SHIPPING HOUSE, 245, Madame Cama Road, Bombay-400 021 (CABLE: SHIPINDIA BOMBAY) and also endorse a copy thereof to the Shipping Coordination Officer, Ministry of Shipping & Transports, New Delhi (Cable: TRANSCHART, NEW DELHI; Telex: VAHAN ND-2312, 2448 & 3.

**(g) SHIPMENTS FROM PAKISTAN**

The shipment of cargoes should be made by Indian vessels to the maximum extent possible subject to a minimum of 50%.

Shipping arrangements should be made by the Sellers in consultation with M/s Mogul Line Ltd. 16- Bank Street, Fort, Bombay-400 023 (Cable: MOGUL BOMBAY; Telex011-4049 MOGUL), to whom details regarding contract number, nature of cargo, quantity, port of loading/discharging, name of Government consignee, expected date of readiness of each consignment etc. should be furnished at least six weeks in advance of the required position with a copy thereof endorsed to the Shipping Co-ordination Officer, Ministry of Shipping & Transport(Chartering Wing), New Delhi (Cable : TRANSCHART, NEW DELHI ; Telex : VAH-N ND - 2312, 2448 & )

#### **(h) SHIPMENTS FROM U.S ATLANTIC & GULF PORTS**

The Seller should arrange shipment of the goods by vessels belonging to the member lines of the India-Pakistan-Bangladesh-Ceylon and Burma Outward Fright Conference. If the Seller finds that the space on the Conference Lines vessels is not available for any specific shipment, he should take up with India-Pakistan-Bangladesh-Ceylon and Burma Outward Fright Conference, 19, Rector Street, New York N.Y 10006 U.S.A. for providing shipping space and also inform the Shipping Co-ordination Officer, Ministry of Shipping & Transport, New Delhi (Cable: TRANSHART, NEW DELHI; Telex: VAH-N ND - 2312, 2448 &

#### **3.(i) SHIPMENTS FROM ST. LAWRENCE AND EASTERN CANADIAN PORTS**

The Seller should arrange shipment of the goods by vessels belonging to the following shipping lines:-

(1) The Shipping Corporation of India Ltd.

(2) The Scindia Steam Navigation Co. Ltd.

If the Seller finds that the space in vessels of these Lines is not available for any particular consignment, he should inform the Shipping Co-ordination Officer, Ministry of Shipping & Transport, New Delhi (Cable : TRANSHART, NEW DELHI ; Telex : VAH-N ND - 2312, 2448 & 3104) immediately so that dispensation from the shipping lines concerned to use alternative lifting may be so.

#### **(j) SHIPMENTS FROM WEST COAST PORTS OF U.S.A., CANADA AND OTHER AREAS NOT SPECIFICALLY MENTIONED ABOVE**

The Seller should arrange shipment of the goods by Indian vessels to the maximum extent possible subject to a minimum of 50%. For the purpose of ascertaining the availability of suitable Indian vessel and granting dispensation in the event of their non-availability, the Seller should furnish the details regarding contract number, nature of cargo, quantity, port of loading/discharge, name of the Govt. consignee and expected date of readiness of each consignment etc. to the Shipping Coordination Officer, Ministry of Shipping & Transport, New Delhi (Cable : TRANSHART, NEW DELHI : Telex : VA-ANND - 2312, 2448 & 3104) at least six weeks in advance of the required position.

## **2.0 BILL OF LADING**

#### **(i) C.I.F./C&F TURNKEY SHIPMENTS**

The Bill of lading should be drawn to indicate "Shipper" and "Consignee" as under:-

SHIPPER: The C.I.F./C&F/TURNKEY SUPPLIERS concerned.

CONSIGNEE: As per Consignee's particulars in the contract (The name and address of the "Port Consignee" and "Ultimate Consignee" both should be indicated).

## **(ii) F.O.R. SHIPMENTS**

The bill of lading should be drawn to indicate "Shipper" and "Consignee" as under: - SHIPPER: The F.O.R. suppliers concerned. CONSIGNEE: Suppliers' Indian Agents on order.

Note:-

1. Moreover the name of the "Purchaser" and "Ultimate Consignee" should appear in the body of the Bill of lading as the "Notify Part" or as a remark.
2. Two non-negotiable copies of the Bill of lading indicating the freight amount and discount, if any allowed, should be forwarded to the Shipping Co-ordination Officer, Ministry of Shipping and Transport (Chartering Wing), New Delhi after the Shipment of each consignment is affected.
3. The seller should avoid the use of over-aged vessels for the shipment of the goods under the contract and if so used, the cost of additional insurance, if any, shall be borne by the Seller.

## **B: In Respect Of F.O.B./ F.A.S Contracts For Imports**

1. Shipping arrangements will be made by the Ministry of Shipping and Transport (Chartering Wing), New Delhi (Cable: TRANSCART, NEW DELHI: Telex: VA-ANND - 2312, 2448 & 3104) through their respective Forwarding Agents/Nominees as mentioned below, to whom adequate notice about the readiness of cargo for shipment should be given by the Sellers from time to time at least six weeks in advance of the required position for finalizing the shipping arrangements

<b>Area</b>	<b>Forwarding Agents/Nominees</b>
(a) U.K. including Northern Ireland (also Eire) the North Continent of Europe (Germany, Holland, Belgium, France, Norway, Sweden, Finland and Denmark) and Ports on the Continental Sea Board of the Mediterranean, (i.e. French and Western Italian ports) and also Adriatic Ports.	M/s Schenker Deutschland AG,  Bel den Muehren 5  20457 Hamburg , Germany  Telephone No. +49 40 36135-351  Fax No : +49 40 36135-509  E-mail- <a href="mailto:kay.buedinger@schenker">kay.buedinger@schenker</a>

(b) U.S.A and Canada	<p>M/s OPT, Overseas Project, Transport Inc., 46, Sellers Street, Kearny, N.J. 07032, USA Tel : 201/998-7771</p> <p>Tel : 573-3586</p> <p>Fax : 201/998-78</p>
(c) Japan	<p>The First Secretary (Commercial)</p> <p>Embassy of India, Tokyo, Japan,</p> <p>(Cable : INDEMBASSY TOKYO)</p> <p>Telex : INDEMBASSY J 24850,</p> <p>Telephone – 262 - 2391</p>
(d) Australia, Algeria, Bulgaria, Romania, Czechoslovakia, Egypt.	<p>The Shipping Corporation of India Ltd., 'Shipping House' 229/232 Madame Cama Road, Bombay - 400021</p> <p>(Cable : SHIP INDIA BOMBAY)</p> <p>Telex : 31-2209 SCID IN</p> <p>Telephone: 232666, 232785.</p>
(e) Russia & other member countries of C.I.S.	<p>The Secretaries, Indo-C.I.S. Shipping Service, C/o The Shipping Corporation of India Ltd., 'Shipping House' 245, Madame Cama Road, Bombay - 400021. (Cable : SHIP INDIA BOMBAY FOR SOVIND SHIP) Telex : 31-2209 SCID IN</p> <p>Telephone : 23</p>
(f) Poland	<p>The Secretaries, Indo-Polish Shipping Service, C/o The Shipping Corporation of India Ltd., 'Shipping House' 245, Madame Cama Road, Bombay - 400021. (Cable : SHIP INDIA BOMBAY FOR INDOPOL) Telex : 31-2209</p>

	SCID IN Telephone : 23
(g) Pakistan	The Mogul-Line Ltd., 16, Bank Street,  Fort Bombay - 400023 (Cable : MOGUL BOMBAY)  Telex : 011-4049 (MOGUL)  Telephone : 252785 II
(h) Other areas not specifically mentioned above	The Shipping Co-ordination Officer,  Ministry of Shipping and Transport, (Chartering Wing), New Delhi. (Cable : TRANSCHART, NEW DELHI)  Telex : VAHAN ND 2312,2448 & 3104

## 2. BILL OF LADING

The Bill of lading should be drawn to indicate 'Shipper' and 'Consignee' as under:-

**SHIPPER:** The Government of India.

**CONSIGNEE:** "As per consignee's particulars in the contract. (The name and address of the 'Port Consignee' and 'Ultimate Consignee' should both be indicated.)

3. Two non-negotiable copies of the Bill of lading indicating the freight amount and discount, if any allowed, should be forwarded to the Shipping Co-ordination Officer, Ministry of Shipping and Transport (Chartering Wing), Parivahan Bhawan, New Delhi after the Shipment of each consignment is effected.

4. The Seller should avoid the use of over-aged vessels for the shipment of the goods under the contract and if so used, the cost of additional insurance, if any, shall be borne by the Seller.

## SECTION XIX : Proforma of Bills for Payments

(Refer Clause 22.6 of GCC)

Name and Address of the Firm.....

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 dispatch.....

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.

Revenue stamp

Signature and of Stamp Supplier



**INSPECTION PROCEDURE (AS PER MILITARY STANDARD MIL – STD 105 D) FOR 10,250 MT OF AISI 430 FERRITIC STAINLESS STEEL COILS FOR MANUFACTURING OF COIN BLANKS**

The inspection is to be carried out in four(4) working days.

The coils are to be divided into approximately ten(10) lots.

Approximately 150 MT of coils may be taken as a lot. From each lot, the following tests are to be conducted :-

- A. The surface finish of 20 coils is to be examined. Coils should be free from defects like discolourisation, scratches, cavities on the surface etc,
- B. 2 samples are to be collected for chemical analysis in the laboratory. The chemical analysis should conform to the following specification.
- C. 5 coils are to be inspected for surface finish test as per the Purchase Order conforming to 90 GU at 85 degree angle (reflectivity) finishes.
- D. 20 coils are to be taken for checking weighment.

**IMPURITIES SHALL NOT EXCEEDS THE FOLLOWING :-**

Carbon	0.12% max.
Silicon	1.00% max.
Manganese	1.00% max.
Nickel	0.50% max.
Sulphur	0.03% max.
Phosphorous	0.04% max.

If any of the samples fails the chemical analysis when compared to our specifications, then the total lot is to be rejected. If they conform to the specifications stated above, then the lot is to be passed.

- E. The surface finish of 5 coils is to be measured with the help of Reflectometer in the laboratory and the same should conform to our specifications. If one coil fails, one more coil should be measured. If both coils fail, then the lot is to be rejected.

- F. 20 Coils samples are to be weighed and compared with the weighment slips attached to each coil. The variations, if any, are to be recorded. The variations in weight should be less than 0.2% of the indicated value and the actual value. If the variation is more, a few more coils are to be weighted and weight to be recorded. Weight of each coil should be as per our specifications. The weighment should tally with the total weighment of the consignment.

**OTHER TESTS :-**

- G. Thickness will be measured for 12 coils. It should conform to our specifications i.e. 1.31 mm +0.00mm / -0.03 mm.
- H. Width: The width of the coil should conform to our specifications i.e. 281 mm  $\pm$  1 mm / 290 mm  $\pm$  1 mm / 376 mm  $\pm$  1 mm and 393 mm  $\pm$  1 mm as the case may be.
- I. Inner Dia. : The inner dia. of the coil should conform to our specifications i.e. 500 mm +/- 10%
- J. Hardness : Two coil samples should be taken for seeing hardness. It should conform to our specifications i.e. 140  $\pm$  5 (HV 30).

**NAME OF THE SUPPLIER**

**INSPECTION OF THE AISI 430 FERRITIC STAINLESS STEEL COILS FOR  
MANUFACTURING OF COIN BLANKS**

Venue of Inspection :

Period of Inspection :

Inspection carried out by :

1. ----- MT of material as parent coils was offered for inspection. This was divided into lots of ----- MT each. The list of coils offered for inspections enclosed in ANNEXURE – III. The coils selected for inspection by the Mint representative are indicated by an asterisk.
2. One parent coil from each lot was inspected in the Slitting Line during slitting to be finished width. The following parameters were checked
  - a) Thickness
  - b) Width
  - c) Surface quality by visual inspection. It is confirmed by supplier that the material supplied is in cold rolled, annealed and pickled condition.
  - d) Inner and Outer diameter
  - e) Hardness and chemical composition checking on samples.

The details of inspection/testing is indicated in **ANNEXURE – III.**

3. The internal quality documents in respect of these 2 coils were scrutinized by India Government Mint representative and they were found conforming to the specifications.
4. 20 slit coils from this lot of supply were weighed in the presence of India Government Mint representative.
5. Based on the above inspection, the lot of .....MT of material is cleared for dispatch to India Government Mints.

PURCHASER

SUPPLIER

LIST OF COILS OFFERED FOR INSPECTION BY MINTS REPRESENTATIVE

Coil No.	Batch No.	Width	Weight

PURCHASER

SUPPLIER