



भारत सरकार टकसाल

INDIA GOVERNMENT MINT

भारत प्रतिभूति मुद्रण तथा मुद्रा निर्माण निगम लिमिटेड की एक इकाई

A Unit of Security Printing & Minting Corporation of India Limited

भारत सरकार के पूर्ण स्वामित्वाधीन Wholly owned by Government of India



A Miniratna Category-I, CPSE

CIN U22213DL2006GOI144763

डी-2, सैक्टर-1, नोएडा

D-2, Sector-1, NOIDA

012-04783116

ज़िला - गौतमबुद्ध नगर, उ. प्र.

Distt. Gautam Buddh Nagar (UP)

Fax: 0120-2537609

E-mail : igm.noida@spmcil.com

Pin-201301

Website : www.spmcil.com

Not Transferable

Security Classification: Non-Security

Standard Bidding Document (SBD)

(Procurement of Goods and Services)

TENDER DOCUMENTS FOR PROCUREMENT OF 1200 MPCS (7200 MT) RS 5 NICKEL-BRASS COIN BLANKS FOR INDIA GOVERNMENT MINT, NOIDA

Tender No NM/220/I/50/2016-Pur, dated 07.08.2017

This Tender Document Contains 42 Pages.

Details of Contact person in India Government Mint, Noida regarding this tender:

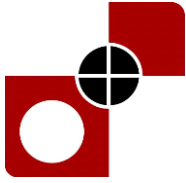
S.S. Balani

Assistant Manager (TC) &
Chief Purchase & Store Officer (I/C)

For General Manager
India Government Mint,

D-2, Sector -1,
NOIDA - 201 301 UP

Email: ssbalani@spmcil.com



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SECTION -1 NOTICE INVITING TENDER (NIT)

No. NM/220/I/50/2016-PUR

Date 07.08.2017

Sealed tenders are invited from eligible and qualified tenderers for supply of following goods & services:

Schedule No.	Brief Description of Goods/ services	Quantity (with unit)	Earnest Money	Remarks
1	Rs 5 Nickel-Brass Coin Blanks to be supplied to India Government Mint, Noida. (For full details please see the technical specification as mentioned in Section VII of the tender document.)	1200 Million Pieces (7200 MT)	Rs 7, 90,00,000/- or US\$ 11,60,300 To be submitted along with PQB	

Type Of Tender (Two Bid/ PQB/ EOI/ RC/ Development/ Indigenization/ Disposal of Scrap/ Security Item etc.)	International Competitive Bidding in Three Bid system viz. Pre-Qualifying Bid, Techno-Commercial Bid & Financial Bid.
Dates of sale of tender documents:	From 07.08.2017 during office hours
Price of the Tender Document	Rs 6800/- (USD 100)
Place of sale of tender documents	India Government Mint, Noida
Last date for receipt of queries for pre-bid conference	22.08.2017 upto 6.00 P.M.
Closing date and time for receipt of tenders	19.09.2017 at 3:00 P.M.
Place of receipt of tenders	India Government Mint, Noida
Time and date of opening of tenders	1) 19.09.2017 at 03.30 P.M. for PQB 2) For Techno-Commercial Bid:- will be intimated later on to those who qualify in PQB. 3) For Price Bid:- will be intimated later on only to those whose Techno-Commercial Bid is accepted.
Place of opening of tenders	India Government Mint, Noida
Nominated Person/ Designation to Receive Bulky Tenders	Chief Purchase & Stores Officer , India Government Mint, Noida

1. 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.
2. Tender documents may be purchased on payment of non-refundable fee of ₹6800/- (*Rupees Six Thousand Eight Hundred Only*) or US\$ 100 (US Dollar Hundred 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 General Manager, India Government Mint, Noida payable at Noida.
3. EMD in the form of account payee Demand Draft/Bankers Cheque/ Fixed Deposit Receipt/Bank Guarantee in favour of the General Manager, India Government Mint, Noida is to be furnished along-with PQB. In case of Bank Guarantee, the same is to be provided from/confirmed by any Scheduled Commercial bank in India otherwise the tender will not be considered and will be liable to be rejected.
4. 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 ₹500/- for domestic tenderer and US\$ 50 for foreign tenderer. The tenderer is to add the applicable postage cost in the non-refundable fee mentioned in Para 2 above.
5. Tenderer may also download the tender documents from the web site <http://igmnoida.spmcil.com> and www.spmcil.com and submit its tender by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 2 above.
6. Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are dropped in the tender box located at the address given 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.
7. 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.
8. The tender documents are not transferable.
9. Tenderers have to quote for minimum 25% of the total tender quantity i.e. 300 Million Pcs. (1800 MT) failing which offer will not be considered and bid will be summarily rejected.
10. Offers received from any bidder shall be summarily rejected on National Security considerations without any intimation to the bidder.
11. The delivery period and eligibility are essential conditions of this tender.
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. The prospective bidders interested to participate in the tender are requested to attend a pre-bid conference for clarification on technical specifications of the tenders, on 22.08.2017 at 3:00P.M. at the Office of the General Manager, India Government Mint, Noida The queries of pre-bid meeting must reach the General Manager, India Government Mint, Noida by 22.08.2017
14. No Conditional Tender shall be accepted.
15. Any Security Breach by the Contracting will lead to:

- a) Termination of Contract
- b) Payment of damages

16. Adoption of Pre –Bid / Pre- Contract Integrity Pact separately attached herewith (Ref: Section XX, Total Pages-6). SPMCIL has appointed following independent external monitors:

Shri Ashok Kumar Purwaha, 901, Prithvi Apartment, Plot No.17, Sector-52, Opp. Tau Devilal Botanical and Biodiversity Park, Gurgaon, Haryana

Shri K.K. Mehrotra, Flat No.406, MECON Apartment, Plot No. C 58/10, Sector – 62, NOIDA 201307, UP

(G. P. Agarwal)
General Manager
India Government Mint,
D-2, Sector -1,
NOIDA - 201 301 UP

SECTION II: GENERAL INSTRUCTIONS TO TENDERER (GIT)

Kindly refer <http://www.spmcil.com/spmcil/UploadDocument/GIT.pdf> for further details.

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)	Bidder shall clearly mention the country of origin of the goods in their Technical Bids
2	8 & 9	Pre bid conference & Time Limit for receiving request for clarification of tender documents	A pre-bid conference will be held on 23.08.2017 at 3.30 P.M. in the office of the General Manager, India Government Mint, Noida. The queries of pre-bid conference must reach General Manager, India Government Mint, Noida by 22.08.2017 up to 6.00 P.M. in writing by post/ fax/email only
3	11.2	Tender Currency	Domestic Bidders to quote in Indian rupees only. Foreign Bidders shall quote their prices in U.S. Dollar only which will be converted into Indian Rupees for the purpose of equitable comparison for evaluation of bids as per the "BC selling" Exchange Rate of foreign currencies established by the SBI as on the date of tender opening (Financial Offer i.e. Price Bid opening).
4	14.2	Price Variation Clause (PVC) and Formula	The tender is on variable price basis. The metal price shall be governed by the unknown average official LME Cash seller and settlement price for the Metals (Copper Grade A, Primary Nickel and Zinc) during the month prior to the month of shipment for each shipment as per delivery schedule. However, basic prices per MT for Cost of production (conversion cost), packing charges, forwarding charges, freight and any other charges shall remain firm and fixed during the entire period of agreement.
5	18.4 & 18.5	Earnest Money Deposit (EMD)	Earnest Money Deposit amounting to Rs 7, 90,00,000/- (Rupees seven crores Ninety lacs only) or US\$ 1160300 (USD One Million One Hundred Sixty Thousand and Three Hundred Only) in the form of account payee Demand Draft /Bankers Cheque/Fixed Deposit Receipt/Bank Guarantee in favour of General Manager, India Government Mint, Noida payable at Noida is to be furnished along with PQB. In case of Bank Guarantee the same is to be

			provided from/confirmed by any Scheduled Commercial Bank in India otherwise the tender will not be considered and will be liable to be rejected. Bank Guarantee submitted shall be valid upto a period of six months from the date of the validity of the tender (365 days ie. 6 months + 6 months) i.e. upto ----- or if opening date is extended, then the validity of Bank Guarantee furnished towards EMD is to be extended accordingly.
6	19	Tender Validity	Tender shall remain valid for acceptance for a period of 180 days from the date of opening of tender.
7	20.4 & 20.5	Copies of tender & Signing & Sealing of Tender	<p>Strictly as per GIT Clause No.20.4 and 20.5. However, the entire tender document should be signed on each page for having accepted all the tender conditions and the same should be submitted along with the PQB. Integrity Pact duly signed also to be submitted along with the PQB failing which bid will not be considered.</p> <p>Tender will consist of Three bid system (PQB, Techno- commercial bid & Financial bid). Pre-Qualification Bid, Techno commercial Bid and Price Bid are to be submitted in three separate double sealed envelopes on or before the due date of submission of tender. It may noted that the price is not to be quoted either in the Prequalification Bid or Techno- commercial Bid. It shall only be quoted in Price Bid. Non- adherence to this shall make tender liable for rejection. The envelopes containing bids shall be super scribed as 'Pre- Qualification Bid', 'Techno-Commercial Bid' and 'Price Bid' as the case may be for procurement of 1200 MPCs (7200 MT) Rs.5 Nickel Brass coin blanks.</p> <p>The sealed envelopes shall again be put in another sealed cover and should be super scribed as 'Pre- Qualification Bid', 'Techno-Commercial Bid' and 'Price Bid' due on 19.09.2017 Late tender shall not be accepted. Tenderers shall submit their offers only on prescribed form.</p> <p>Tenders shall be submitted in parts as below :</p> <p>a) Part – I : PQB_</p> <p>i) Containing un-priced tender consisting of complete Qualification/ Eligibility of the tenderer as per the format specified under <u>Section IX</u> in this document.</p> <p>ii) One original and one duplicate copy shall be submitted. It should not have any price aspects.</p> <p>iii) Earnest Money Deposit.</p> <p>iv) Integrity pact - duly signed as per tender document.</p> <p>v) Power of Attorney/authorization with the seal of the company of person signing the tender documents.</p> <p>vi) Tender document fee is Rs. 6800/- or USD 100.</p> <p>vii) Tender form as in Section-X of tender document duly signed.</p> <p>viii) Manufacturer Authorization form, if the bidder is not a manufacturer.</p>

			<p>b) Part – II : Technical Bid</p> <p>i) The tenderer shall submit detailed technical offer as per Technical Specifications as per <u>Section VII</u> of this tender document.</p> <p>ii) The tenderer has to submit acceptance of all sections of this tender document (GIT, SIT, GCC, SCC, Quality control requirements, Tender form, Questionnaire, etc.,)</p> <p>iii) One original and one duplicate copy shall be submitted.</p> <p>iv) Containing un-priced tender consisting commercial package including all terms and conditions. No price details to be given in this tender.</p> <p>v) Containing Blank price Bid (No price details to be given in this tender.)</p> <p>c) Part – III : Price Bid</p> <p>The tenderers shall quote the prices as per the proforma given in Section – XI of the tender document. No additional/ extra item with price should be included other than that of Section – XI. If any that particular item will not be considered for evaluation.</p>
8	32 & 35.4	Conversion of tender currencies to Indian Rupees & Evaluation	Foreign bidders shall quote their prices in US Dollar which will be converted into 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 (Financial offer) i.e. Price Bid.
9	34 & 35.2	Comparison on CIF destination basis & Additional factors for Evaluation of Offers	<p>i. For ranking of price bids, total price quoted by indigenous supplier on door delivery basis to I.G. Mint, Noida shall be compared with total price quoted by foreign supplier on CIF (ICD Tughlakabad basis). Inland freight, Taxes, Custom duties, Octroi charges, Clearing charges etc. & 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.</p> <p>ii. The tenderer should offer at least minimum quantity of 25% of the total tender quantity i.e 300 Million Pcs. (1800 MT) Nickel-Brass Rs.5 Coin Blanks or else their Quotation will be summarily rejected.</p>
10	18.2, 35.3	EMD, Price Preference	<p>Micro and Small Enterprises are eligible to get the benefits under “Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012” as notified by the Government of India, Ministry of Micro, Small & Medium Enterprises, New Delhi vide Gazette Notification dated 26.03.2012. The major benefits allowed are as under:</p> <p>i. Issue of tender sets free of cost,</p> <p>ii. Exemption from payment of Earnest Money Deposit (EMD),</p> <p>iii. In tender participating MSEs quoting price within price band of L1+15 per cent shall also be allowed to supply a portion up to 20% of requirement by bringing down their price to L1 Price where L1 is non MSEs.</p>
11	43	Parallel Contracts	IGM, Noida 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

			<p>bidder matching the Prices with lowest bidder.</p> <p>a. In case of splitting in two and three, it shall be done in the ratio of 60:40, 50:30:20 respectively or spare supply capacity.</p> <p>b. 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>c. In case of two eligible bidders, quantity will be allocated in the ratio of 60:40 or the offered quantity respectively.</p> <p>d. In case of more than two eligible bidders, quantity will be allocated only in the ratio of 50:30:20 or offered quantity respectively.</p>
12	51.2	Pre-qualification Bidding	This is a three bid tender. Initially the first packet containing PQB will be opened and evaluation would be done as per Section IX of the tender document. Thereafter, rest of the tender would be handled as a two bid system for only those bidders who qualify in PQB.
13	52	Tenders involving Purchaser's and Pre-Production samples	The first time supplier will effect shipment of 5 MT of pre-production samples of Rs.5 Nickel-Brass coin blanks to the General Manager, India Government Mint, Noida within 45 days from the date of issue of Letter of Intent, for conducting pre-production trials. The supplier will take up bulk production only after the clearance of pre-production sample. In case of failure on the part of the supplier to do so or rejection of blanks at the pre-production trial, the purchaser reserves the right to give another chance to the supplier to supply the successful pre-production samples based on the merits of the case or to cancel the contract without prejudice to his any other rights under the contract. If any such second chance is given, the second preproduction sample of 5 MT to be supplied within 15 days of rejection of first preproduction sample. In case of rejection of second preproduction sample, no further chance for submission of another sample will be given and Performance Bond/ Security will be forfeited. The report of the test conducted on the initial pre-production sample of coin blanks so supplied will be informed to the Supplier within two weeks of receipt of coin blanks at India Government Mint, Noida. In respect of first time supplier(s), the first lot should reach within 60 days from date of clearance of pre-production sample. Thereafter, remaining lots to reach I. G. Mint, Noida in 19 equal installments in 19 months. However, the minimum lot size should not be less than 33 mpcs (200 MT) per installment.

Section IV: General Conditions of Contract (GCC)

Kindly refer <http://www.spmcil.com/spmcil/UploadDocument/GCC.pdf> for further details.

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.

Sl. No.	GCC Clause No.	Topic	SCC Provision
1	8	Packing	<p>The Coin blanks shall be packed in strong cylindrical steel drums of appropriate size lined with polythene/vinyl bags. Silica gel in a non-tearable big pouch is to be added in each drum to absorb moisture. The lid of the drums shall be secured with the rim and bolted and sealed with a provision of adequate leak proof/waterproof rubber gasket with pilfer-proof arrangement to ensure roadworthiness/seaworthiness. The drum should be painted green with six inches (6") specified colour at centre outside. Internal protection will be with rust proof paint. All the packing materials including drums, polythene, pallets, strips etc. shall be new. To facilitate the use of forklift and loading and unloading, two drums would be fastened on wooden/steel pallet by steel band/hoops with one hard board sheet steel frame covering top of both drums to facilitate stacking. Quantity per drum: 1,00,000 coin blanks to be packed in one big poly bag and sealed in a drum. Allowed variation \pm 50 blanks per drum. NOTE :-</p> <ol style="list-style-type: none"> 1. Accurate count in pieces in each bag/drum is very important and will be insisted upon. Variations in count shall be made good whenever intimated by India Government Mint, Noida. 2. If the materials are received in damaged condition, the same will be summarily rejected and the Supplier shall replace the same within 2 weeks/reasonable time at their own cost, on door delivery basis (Mint Stores). <p>Packing quantity and packaging may be changed marginally in case it is found necessary by Purchaser without price at all.</p>
2	8	Marking	<p>CONSIGNEE : General Manager, India Government Mint, D-2 Sector 1, Noida - 201 301. ORDER NO : PACKING NO : NET WEIGHT : G GROSS WEIGHT :</p>
3	9	Pre-dispatch	<p>i. The purchaser reserves the right of inspection of the supplies before</p>

		Inspection	<p>shipment. The supplier will carry out Inspection/Testing etc. within 3 weeks of the pre-dispatch call. The supplier shall furnish to the purchaser, his detailed testing and quality assurance schedules and procedure including list of checkpoints, for scrutiny by the Purchaser. The supplier shall give purchaser namely the General Manager, India Government Mint, Noida 3 weeks' notice in advance for any store(s) being ready for inspection and testing, specifying the period likely to be required for such inspection and testing. The inspection shall be done so as to ensure the quality of the supply and its conforming to the specifications, nominated Inspectors of the General Manager shall issue necessary inspection certificates for arranging shipment by the Supplier. 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 supply found not to comply with requirement of the intent and meaning of the contract.</p> <p>ii. The supplier shall provide all facilities free of cost for the inspections of the Coin blanks manufactured and supplied under this contract at his works at site by the representative of General Manager, India Government Mint, Noida before dispatch.</p> <p>iii. All the coin blanks produced shall in addition to the inspection by the representative of the Purchaser, also be inspected and examined by the quality control wing of the supplier and copies of the necessary documents maintained by them shall be handed over to the representative deputed by General Manager, India Government Mint, Noida during the pre-dispatch inspection.</p> <p>iv. The inspection, procedure and arrangement will be according to the procedure to be laid down by the purchaser on the basis of Military Standard MIL-STD 105 D Annexure-I (Table A & B enclosed).</p> <p>v. The supplier shall communicate to the General Manager, India Government Mint, Noida, at least three weeks prior to readiness of the quantity of the coin blanks kept ready for inspection as per agreed delivery dates in order to arrange the visit of the representative for pre-dispatch inspection.</p> <p>vi. The charges of all inspections, pre-production inspection as well as pre-dispatch inspection, will be borne by the purchaser. However, in case of rejection of stores in full/non-availability of stores for inspections, the supplier will reimburse such charges.</p>
4	10	Terms of Delivery	<p>i. 21 months from the first day of next calendar month after issue of Notification of Award Contract for existing/past suppliers of Rs. 5 Ni-Br coin blanks in Twenty (20) equal instalments.</p> <p>ii. In case of new supplier 21 months from the date of pre-production sample clearance in Twenty (20) equal instalments.</p> <p>iii. 1st lot to reach within 60 days from the date of LOI (for existing/past suppliers).</p> <p>iv. 1st lot to reach within 60 days from the clearance of pre-</p>

			<p>production sample (for new suppliers).</p> <p>v. Remaining 19 lots will be supplied in equal instalments in 19 calendar months. The lot size shall not be less than 200 MT in any case.</p> <p>vi. Mint reserves the right to postpone the delivery schedule as per Mints' requirements.</p> <p>vii. Mint also reserves the right to advance the quantities as per mutual consent.</p> <p>viii. Details of the delivery will be made available at the time of concluding the agreements/contract.</p> <p>Tolerance maximum $\pm 10\%$ in weight per month, maximum $\pm 7\%$ in weight in three months and $\pm 5\%$ in weight yearly is permissible The lot size should not be less than 33 mpcs (200 MT).</p>
5	11 & 12	Insurance & Freight for Door delivery	<p>(a) In case of Domestic Bidder, the bidder shall quote the basic price inclusive of insurance per MT. and other charges like freight etc. per MT. to be quoted separately on door delivery basis upto Mint stores, as per the indicated delivery schedule. The price shall be quoted as per price format explicitly – Indigenous Supplier on door delivery basis upto destination point i.e. with details of basic cost per MT, Excise Duty, VAT/CST, Octroi (if any), packing, forwarding, freight, service charges on freight and any other duties/charges, if so.</p> <p>(b) In case of Foreign Bidder, custom duties, other applicable taxes & levies on door delivery basis to IG Mint, Noida will be borne by the Purchaser.</p>
6	16	Warranty	Warranty shall remain valid for 12 months after the goods or any portion thereof as the case may, have been delivered to the final destinations and accepted by I.G. Mint, Noida as per terms of the Contract.
7	19.3	Option Clause	India Government Mint, Noida reserves the right to exercise Option clause for 25% of the total ordered quantity 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.
8	21.2	Taxes and Duties	<p>i. Clause 21.1 will be applicable only for Domestic bidder. Foreign bidders have to quote both on FOB basis and CIF (ICD Tughlakabad) basis.</p> <p>ii. GST: In the event of implementation of GST, the L-2, L-3 bidders will have to match with the total landed cost of L-1 bidder.</p>
10	22.2(b), 22.3, 22.4, 22.6	Terms and mode of payment	<p>1. For Foreign Supplier :</p> <p>Subject to any deduction which the purchaser may be entitled to make under the contract/agreement, all payment to supplier for the supply of the full consignment would be made through Revolving Letter of Credit to be opened by the purchaser through any Scheduled Commercial Bank in favour of the supplier for full consignment within 20 days of signing of contract as follows :</p> <p>A. Ninety percent (90%) of the supply price of the consignment will be made after the shipment of the supplies as per delivery schedule and on receipt of the following shipping documents against Irrevocable Letter of Credit.</p>

			<p>a) Complete set of clean bill of lading to order and bank endorsed. Bill of lading must show that the goods have been actually shipped.</p> <p>b) Signed commercial Invoices in quadruplicate.</p> <p>c) Certificate of Country of Origin</p> <p>d) Four Copies of Packing List and test certificate.</p> <p>e) Inspection Certificate, if inspection has been waived then quality test certificates together with inspection waiver certificate (Four Copies).</p> <p>f) Two sets of Non-negotiable dispatch documents, to be sent by reputed courier services to the purchaser immediately after dispatch.</p> <p>g) Suppliers clearance certificate to the effect that</p> <p>(i) Content in each case are not less than those entered in the invoice and packing list.</p> <p>(ii) The quality of goods are guaranteed as new and are as per relevant specifications.</p> <p>(iii) Documents of the materials are sent along with the stores to facilitate the customs clearance in India.</p> <p>h) Certificate of insurance</p> <p>B. Ten percent (10%) of the supply price of the consignment will be made after the receipt of Final acceptance Certificate of the deliveries as per delivery schedule with following documents against Irrevocable Letter of Credit,</p> <p>a) Demand or No-demand certificate issued by the Purchaser in respect of the Liquidated damages in quadruplicate.</p> <p>b) Final Acceptance Certificate of the Consignment Issued by the Purchaser in Quadruplicate.</p> <p>2. For Indian Supplier :</p> <p>Terms of Payment Subject to any deduction which the purchaser may be entitled to make under the contract/agreement, all payment to supplier for the supply of the full consignment would be made as follows:</p> <p>A. Ninety percent (90%) payment against receipt and acceptance of the supplies as per delivery schedule at IG Mint, Noida in good condition will be made on receipt of following documents :</p> <p>a) Invoices (in quadruplicate)</p> <p>b) Inspection Certificate, if inspection has been waived off then quality test certificates together with inspection waiver certificate (Four copies).</p> <p>c) Suppliers clearance certificate to the effect that</p> <p>(i) Content in each case are not less than those entered in the invoice and packing list and</p> <p>(ii) The quality of goods is guaranteed as new and is as per relevant specifications.</p> <p>d) Photocopies of lorry receipts endorsed in respect IG Mint, Noida.</p> <p>e) Packing list and test certificate (four copies).</p> <p>f) Certificate of insurance</p> <p>B. Balance Payment of ten percent (10%) will be made on acceptance of the materials as per our specifications in acceptable condition at the Mint and on acceptance of following documents.</p>
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			<p>a) On receipt of verification, correctness of stores issued by the purchaser.</p> <p>b) Demand or No-demand Certificate issued by the Purchaser in respect of the Liquidated damages in quadruplicate.</p> <p>3. For payment purpose, the metal price shall be governed by the known average official LME Cash Seller and Settlement Price for the metals (Copper Grade A, Primary Nickel and Zinc) during the month prior to the month of shipment for each consignment.</p> <p>4. The conversion rate (Foreign currency to Indian Rupees) for calculating the metal price will be the average of the SBI Bill Selling Rate during the month prior to the month of shipment of each consignment.</p> <p>5. Weight recorded in Mint Scale will be final for all purposes.</p> <p>6. 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.</p> <p>7. While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from India Government Mint, Noida, 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 India Government Mint, Noida, India Government Mint, Noida's share out of such refund received by the supplier, immediately on receiving the same from the concerned authorities.</p> <p>8. 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:</p> <p>a) The supplier will make good any defect or deficiency that the consignee(s) may report within six months from the date of dispatch of goods.</p> <p>b) Delay in supplies, if any, has been regularized.</p> <p>c) The contract price where it is subject to variation has been finalized.</p> <p>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 India Government Mint, Noida 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".</p>
11	23.4	Delay in Supplier's	<p>(a), (b) & (c) of GCC Clause No.23.4 will be applicable.</p> <p>(d) In this tender, price of goods to be supplied are linked to LME</p>

		Performance	rates, any change in delivery schedule will result in change in the price of the goods. Any change in the delivery schedule accepted by India Government Mint, Noida, with or without Liquidated Damages (LD) shall not make India Government Mint, Noida liable to pay any extra amount due to the fluctuation in LME rates. In the event of revision of delivery schedule/period, the two rates i.e. LME rates as per the original delivery schedule/period and LME rates as per the revised delivery schedule/period shall be compared and the lower rate shall be payable to the supplier for the quantity supplied beyond the original delivery period/schedule.
12		Short Closure Clause	India Government Mint, Noida reserves the right to short close the contract upon any change in requirement of SPMCIL on design / specification, National consideration, user requirement and indent etc. in addition to the GCC Clause 29.

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	Rs 5 Nickel-Brass Coin Blanks to be supplied to India Government Mint, Noida as per technical specification as mentioned in Section VII of the tender document.)	Metric Ton	1200 Mpcs (7200 MT)	Rs 7,90,00,000/- or US\$ 1160300

Tenderers should offer at least minimum 25% of the total tender quantity i.e. 300 Million Pcs. (1800 MT) Nickel Brass Rs.5 Coin Blanks or else their Quotation will be summarily rejected.

Required Delivery Schedule:

- i. 21 months from the first day of next calendar month after issue of Notification of Award Contract for existing/past suppliers of Rs. 5 Ni-Br coin blanks in Twenty (20) equal instalments.
- ii. In case of new supplier 21 months from the date of pre-production sample clearance in Twenty (20) equal instalments.
- iii. 1st lot to reach within 60 days from the date of LOI (for existing/past suppliers).
- iv. 1st lot to reach within 60 days from the clearance of pre-production sample (for new suppliers).
- v. Remaining 19 lots will be supplied in equal instalments in 19 calendar months. The lot size shall not be less than 200 MT in any case.
- vi. Mint reserves the right to postpone the delivery schedule as per Mints' requirements.
- vii. Mint also reserves the right to advance the quantities as per mutual consent.
- viii. Details of the delivery will be made available at the time of concluding the agreements/contract.

Tolerance maximum $\pm 10\%$ in weight per month, maximum $\pm 7\%$ in weight in three months and $\pm 5\%$ in weight yearly is permissible The lot size should not be less than 33 mpcs (200 MT).

Weight recorded in Mint Scale will be final for all purposes.

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 Mint, Noida as indicated in delivery schedule. The price shall be quoted as per price format explicitly - Indigenous Supplier on door delivery basis upto destination point i.e. with details of basic cost, Excise Duty, Taxes, 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 (ICD Tughlakabad) Custom duties, Taxes & Duties, Octroi Charges, Service charges and any other charges will be borne by the Purchaser.

ADDRESSES FOR DELIVERY OF CONSIGNMENT: INDIA GOVERNMENT MINT, D-2, SECTOR-1, NOIDA-201301. Phone No. 0120-4783116. Email: igmnoida@spmcil.com

Section VII: Technical Specifications

FLAT CIRCULAR NICKEL BRASS COIN BLANKS TO BE SUPPLIED TO INDIA GOVERNMENT MINT NOIDA OF FOLLOWING SPECIFICATIONS:

Rs.5 Nickel Brass Coin Blanks

- a) Quality of Ni. Br. Coin blanks : Soft rimmed and fully annealed, free from all surface defects and having smooth shining surfaces. Edges free from burrs and indentation marks.
- b) Blanking diameter : 23.00 ± 0.05 mm
- c) Rimmed diameter : 22.65 ± 0.05 mm
- d) Piece weight : 6.00 grams $\pm 2.5\%$
- e) Weight tolerance on 100 pieces : 600 grams $\pm 2\%$
- f) Rim Profile : Rounded with radius of 2.0 mm
- g) Rim thickness (indicative) : 2.00 ± 0.05 mm
- h) Blank hardness : 125 ± 10 on HV 30 Scale
- i) Material (Alloy composition) : Copper – $75\% \pm 1\%$,
Zinc – $20\% \pm 1\%$ and
Nickel - $5\% \pm 0.5\%$

Section VIII: Quality Control Requirements

Quality of Nickel Brass Coin Blanks: Soft rimmed and fully annealed, free from all surface defects and having smooth shining surfaces. The surface of the blanks should be free from surface imperfections such as blisters, bent, serious notches, defective rim laminations, pores, half cut, moon cut, stains, scratches, clean indentation marks, discolourations. The edges should be free from burrs and in compliance with our technical specification given in Section VII.

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 expenses 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 specification.

iv) The inspection procedure and arrangement will be according to the procedure to be laid down by the purchaser on the basis of Military Standard MIL-STD 105 D Annexure-I (Table A & B enclosed).

Section IX: Qualification/ Eligibility Criteria

The bidder should meet the following qualification criteria;

1. **Tenderers should offer at least minimum 25% of the total tender quantity i.e. 300 Million Pcs. (1800 MT) Nickel Brass Rs.5 Coin Blanks or else their Quotation will be summarily rejected.**
2. **All the participating tenderers are compulsorily required to enter into Pre-bid/ Pre-contract Integrity Pact in the prescribed format failing which tender will be summarily rejected (Copy of the Integrity Pact is enclosed as per Section-XX).** The validity of this Integrity Pact shall be from the date of its signing and extend up to the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/SELLER, including warranty period. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract.
3. **Experience & Past Performance:** Bidder Firm should have manufactured and supplied at least 180 Mpcs or 1080 MT of Non-Ferrous Coin Blanks in any one year during last five financial years ending 31.03.2016 for the domestic suppliers and last five financial years ending 31-12-2015 for International suppliers.
4. **Capability - Equipment & manufacturing Facilities:** The Bidder Firm must have an annual capacity to manufacture and supply at least 180 Mpcs or 1080 MT Non-Ferrous Coin Blanks.
Bidder has to submit the following information regarding capacity and performance:
 - a. Name of the machine utilized to supply the quoted product.
 - b. The number of machines being utilized for the production and the capacity of each machine.
 - c. Total Annual Capacity of the manufacturer.
 - d. Supply orders in hand and proportionate capacity to supply quoted amount.
5. **Financial Standing:**
 - a. Average Annual Turnover of the Bidder firm should be more than Rs.59.25 Crores (USD 8.70 million) during last three financial years ending 31.03.2016 for the domestic suppliers and last three financial years ending 31-12-2015 for International suppliers.
 - b. Bidder Firm should not have suffered any financial loss for more than one financial year during the last three financial years ending 31.03.2016 for the domestic suppliers and last three financial years ending 31-12-2015 for International suppliers.
 - c. The net worth of the firm should not have eroded by more than 30% in the last three financial years ending 31.03.2016 for the domestic suppliers and last three financial years ending 31-12-2015 for International suppliers.

Note-I:

1. All experience, past performance and capacity /capability related / data should be certified by the authorized signatory of the bidder firm. The credentials regarding experience and past performance to the extent required as per eligibility criteria submitted by bidder should be verified from the parties for whom work has been done.
2. All financial standing data should be certified by certified accountant's e.g. Chartered Accountants (CA) in India and Certified Public Accountant / Chartered Accountants of other countries.

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

Section X: Tender Form

Date.....

To

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

(complete address of India Government Mint, Noida)

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

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

Dated this ----- day of -----

For and Behalf of
(with Seal)
Signature

Name in capacity of
(DULY AUTHORIZED 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.

Price Format for Domestic Bidder : Adhering to the format given below is a Pre-requisite for considering your quotations, Price should be quoted on door delivery basis i.e. upto Mint Stores :

Sl. No.	Description	Supply of Nickel Brass Coin Blanks			
1	Quantity offered in MT (approx)				
2		Copper	Zinc	Nickel	
	Average Official LME cash Seller & Settlement price for the metals (Copper Grade 'A', Primary Nickel and Zinc) during the month prior to the month of date of PQB opening				
	Exchange Rate (Average SBI Bill Selling rate during the month prior to the month of date of PQB opening)				
	Total in Indian Rupees (A)				
	Assessable Value (101% of (A1) **				
	BCD, if applicable (B) of A1				
	CVD, if applicable (C) of (A1 + B)				
	Custom Cess (D) of (B+C)				
	Higher Education Cess (E) of (B+C)				
	Addl. CVD, if applicable (F) of (A1+B+C+D+E)				
	Total (G) = (A+B+C+D+E+F)				
	Less:- Cenvat (H) = (C + F)				
	Total (I) = (G - H)				
	Qty. of Metal to be used for per MT of Nickel Brass Coin Blanks (J)				
	Net Material Value (K) = (I * J)				
	Sub- Total (total metal cost per MT of Coin Blanks)				
3	Cost of production (conversion cost) per MT of Coin Blanks				
4	Packing and Forwarding charges per MT				
5	Insurance Charges per MT				
6	Freight per MT upto Mint Stores (Door Delivery basis)				
7	Service Charges on freight, if any				
8	Central Excise Duty, as applicable,				
9	Any other Taxes and duties , if applicable				
10	Central /State Sales Tax per MT./V.A.T/GST., if applicable				
11	Total Cost per MT (door delivery basis)				
12	Total Cost of supply (door delivery basis) in figures :				
13	Total Cost of supply (door delivery basis) in words :				

**** This rate is for the purpose of calculation of Custom Duty only.**

Price format for Foreign Bidders: Adhering to the format given below is a pre-requisite for considering your quotations. Price should be quoted on both FOB and CIF (ICD Tughlakabad) basis. Inland Freight, Custom duties, taxes & duties, octroi charges, service charges and any other charges will be borne by the Purchaser.

ON FOB BASIS :-

Sl. No.	Description Supply of Nickel Brass Coin Blanks			
1.0	Quantity offered in MT (approx)			
2.0	Average Official LME cash Seller & Settlement price for the metals(Copper Grade 'A', Primary Nickel and Zinc) during the month prior to the month of date of opening :	Qty. of metals to be used for per MT. of Nickel Brass Coin Blanks	Basic cost of Metals of coin blanks per MT (A * B)	
	(A) cost per MT. of the given metal as below	(B) MT. of the given metal per MT of coin blanks	Cost per MT. of Coin blanks	
	Copper			
	Zinc			
	Nickel			
	Sub- Total (total metal cost per MT. of Coin blanks)			
3.0	Cost of production (conversion cost) per MT. of Coin blanks			
4.0	Packing & Forwarding charges per MT			
5.0	Insurance & Freight per MT. (from Supplier's facility to Port of Shipment)if any			
6.0	Total Cost per MT (FOB basis)			
7.0	Total Cost of supply (FOB basis) in figures :			
8.0	Total Cost of supply (FOB basis) in words :			

ON CIF BASIS :-

Sl. No.	Description			Supply of Nickel Brass Coin Blanks
1.0	Quantity offered in MT (approx)			
2.0	Average Official LME cash Seller & Settlement price for the metals(Copper Grade 'A', Primary Nickel and Zinc) during the month prior to the month of date of opening :		Qty. of metals to be used for per MT. of Nickel Brass Coin Blanks	Basic cost of Metals of coin blanks per MT (A * B) Cost per MT. of Coin blanks
	(A) cost per MT. of the given metal as below		(B) MT. of the given metal per MT of coin blanks	
	Copper			
	Zinc			
	Nickel			
	Sub- Total (total metal cost per MT. of Coin blanks)			
3.0	Cost of production (conversion cost) per MT. of Coin blanks			
4.0	Packing & Forwarding charges per MT			
5.0	Insurance & Freight per MT CIF (ICD Tughlakabad) Basis			
6.0	Total Cost per MT CIF (ICD Tughlakabad) Basis			
7.0	Total Cost of supply CIF (ICD Tughlakabad) Basis in figures :			
8.0	Total Cost of supply CIF (ICD Tughlakabad) Basis in words :			

Important

Ranking of Price Bids will be done as per SIT provisions mentioned against Sr.No.9 alongwith other terms & conditions of the tender document.

No price to be indicated in the format which is to be enclosed along with PQB (Part I), Techno-Commercial Bid (Part II). However, Price Bid (Part III) which contains prices should be strictly in above format only and to be enclosed in a sealed cover separately. The sealed Price Bid duly super-scribed as Price Bid (Part III) should be separately sealed and submitted along with PQB (Part I) and Techno-Commercial Bid (Part II) 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 upto
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 India Government Mint, Noida 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 India Government Mint, Noida’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 “India Government Mint, Noida) in the sum of for which payment will and truly to be made to the said India Government Mint, Noida, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this..... day of20.....

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 India Government Mint, Noida 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 India Government Mint, Noida up to the above amount upon receipt of its first written demand, without India Government Mint, Noida having to substantiate its demand, provided that in its demand India Government Mint, Noida 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 six months 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 India Government Mint, Noida)

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 16 of the General Conditions of
Contract read with modification, if any, in the Special Conditions of Contract for the goods and services
offered for supply by the above firm against this tender document.

Yours faithfully,

.....
.....

[signature with date, name and designation]

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

Note: This letter of 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

Beneficiary: _____ [insert: Bank's Name, and Address of Issuing Branch or Office]
_____ [insert: Name and Address of India Government Mint, Noida]

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 India Government Mint, Noida up to the above amount upon receipt of its first
written demand, without India Government Mint, Noida 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

Section XVI: Contract Form

(Address of India Government Mint, Noida's office issuing the contract)

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

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

1. Name & address of the Supplier:

2. India Government Mint, Noida's Tender document No..... dated..... and subsequent Amendment No....., dated..... (If any), issued by India Government Mint, Noida

3. Supplier's Tender No..... dated..... and subsequent communication(s) No..... dated (If any), exchanged between the supplier and India Government Mint, Noida 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, Noida'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, Noida'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 ₹)	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, Noida's inspecting officer
- (v) Destination and despatch instructions
- (vi) Consignee, including port consignee, if any
- (vii) Warranty clause
- (viii) Payment terms
- (ix) Paying authority

.....
 (Signature, name and address of India Government Mint, Noida's authorized official)
 For and on behalf of.....

Received and accepted this contract
 (Signature, name and address of the supplier's authorized signatory on behalf of the supplier)
 For and on behalf of
 (Name and address of the supplier)

 (Seal of the supplier)

Date:
 Place:

Section XVII: Letter of Authority for attending a Bid Opening

(Refer to clause 24.2 of GIT)

The General Manager

Unit Address

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

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

Order of Preference	Name	Specimen Signatures
I.		
II.		
Alternate Representative		
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

Will be informed later after placement of Purchase order

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/Price per unit	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 ₹)

Despatch detail RR No. other proof of despatch.....

Dated..... (enclosed)

Inspection Certificate No..... Dated..... (enclosed)

Income Tax Clearance Certificate No..... Dated..... (enclosed)

Modvat Certificate No..... (enclosed)

Excise Duty Gate pass..... (enclosed)

Place and Date

Received ₹.....(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

SECTION XX: Pre-bid/Pre-Contract Integrity Pact (To be signed on Plain Paper)

This pre-bid pre- contract Agreement (hereinafter called the integrity Pact) is made on _____ day of the Month _____ of 2017 at India Government Mint, Noida.

BETWEEN

The President of India, acting through The General Manager, India Government Mint, Noida. (hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the first part.

AND

M/S. _____ represented by Shri. _____ Chief Executive Officer (hereinafter called the „BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

WHEREAS the BUYER proposes to procure Rs 5 Nickel-Brass Coin Blanks and the BIDDER/SELLER is willing to offer/ has offered the stores, and

WHEREAS THE BIDDER is a private company/ public company/Government undertaking/ partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a CPSE wholly owned by Government of India performing its functions on behalf of its Chairman and Managing Director.

NOW THEREFORE

To avoid all forms of corruption, by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract, to be entered into with a view to Enabling the BUYER to obtain the desired said stores/ equipment at a competitive price, in conformity with the defined specifications, by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruptions in any form by its officials by following transparent procedures.

The parties hereby agree to enter into this integrity Pact and agree as follows:

Commitments of the BUYER:-

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any

bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchanges for any advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the General Manager of any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official (S) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or any person, organization or third party related to the contract, in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining of execution of the contract, or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/ brokers of any other intermediary, in connection with this bid/ contract.

3.5 DELETED

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details or services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on to other, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the action mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/ stake in the BIDDER'S firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term relative for this purpose would be as defined in Section 6 of the Companies Act, 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER'S exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process of the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount specified in section VI: *List of Requirement*, as Earnest Money in the form mentioned in Clause 18 of Section II, General instructions to the Tenderers (GIT), with the BUYER.

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

5.3 In case of the successful BIDDER, a clause would also be incorporated in the Clause pertaining to Security Deposit/ Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact. The Security Deposit/ Performance Bond shall be valid upto the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period whichever is later.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security deposit for the period of its currency.

6. Sanctions for violations:-

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions wherever required.

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with Interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of the BIDDER from a country other than India with interest thereon at 2% higher

than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, In order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money (s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the SPMCIL for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of the Pact by BIDDER(S) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter IX of the Indian penal Code 1860 or prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor (s) appointed for the purposes of this Pact.

7. Fall Clause:-

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and if it is found at any stage that similar product/ systems or sub-systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors:-

8.1 The BUYER has appointed independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Names and Addresses of the Monitors are listed in NIT.

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligation under this pact.

8.3 The Monitors shall not be subject to instructions by the representative of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all documents relating to the project/procurement, including minutes of the meeting.

8.5 As soon as the Monitors notices, or has reason to believe a violation this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided subcontractor meeting could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department / within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and should the occasion arise submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provision of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The Place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings.

12. Validity:-

12.1 The validity of this integrity Pact shall be from date of its signing and extend up to the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period. In case BIDDER is unsuccessful, this integrity Pact shall expire after six month from the date of the signing of the contract.

12.2 Should one or several provision of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this integrity Pact at _____ on _____

BUYER

BIDDER

(Name of the Officer)
For and Behalf of the President of India

(Name of the Officer)
Chief Executive Officer

Designation:

Deptt. / Ministry / PSU

Witness:- Witness:-

1. _____

1. _____

2. _____

2. _____

TABLE-A
INSPECTION CERTIFICATE

This is to certify that the Nickel Brass Coin Blanks in the denomination of Rs.5 have duly been inspected and accepted.

VISUAL INSPECTION

Classification	Defects	Results
Critical defects	Defective rim Laminations Serious notches Foreign blanks	
Major defects	Bent blanks Blisters Minor notches	
Minor defects	Clean indentation Stains Discolourations Minor scratches	
Irregularities	Edge slightly hurt from packing and transport. Minor out of plain.	

(TO BE SIGNED BY)

(TO BE SIGNED BY)

Name and designation of
Representative of Supplier

Name and designation of
Purchaser's Representative

TABLE-B

INSPECTION CERTIFICATE AS PER MIL STD 105 D

This is to certify that the Nickel Brass Coin Blanks designated under the contract have been inspected and passed the visual and measuring inspection for total quantity _____

DEFECTS

	Critical	Major	Minor	Irregularities	Analysis	Individual Weight	Bulk weight of 100 pieces	Diameter	Edge Thickness	Hardness	Quantity Count		Date Inspected
											For IGM Noida		Date signed
Sample Size	1250	1250	1250	1250	2	125	13 Batches	1250	125	50	1 drum each drum	40 bags each bag	Decision
AC	0	2	10	21	0	1	0	2	0	1	AS PER CONTRACT		Whether accepted or rejected
RC	1	3	11	22	1	2	1	3	1	2			

Lot No.

- 1.
- 2.
- 3.
- 4.
- 5.

(to be signed by)

(to be signed by)

Name _____
& Designation of Representative

Name _____
& Designation of Representative