



**INDIA GOVERNMENT MINT
ALIPORE, KOLKATA,
A UNIT OF SPMCIL
(A WHOLLY OWNED CORPORATION OF GOVERNMENT OF INDIA)
INVITES**

**OPEN TENDER FOR TRANSPORTATION OF 1900 MT/360 M Pcs. FSS BLANKS IN
M.S. DRUMS, 2 (TWO) DRUMS STAPLED ON WOODEN PALLETS/ M.S. PALLETS
FROM INDIA GOVT. MINT, KOLKATA TO INDIA GOVT. MINT, NOIDA ON DOOR
DELIVERY BASIS THROUGH CLOSED CONTAINER (EACH OF 28 MT CAPACITY)
WITH LOCK & KEY.**

**ALIPORE, KOLKATA-700053
INDIA
TEL – (033) 2401 4132 TO 4135
FAX – (033) 2401 0553.**

C O N T E N T S

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No. 109(1)/FSS Blanks/PT-448/09-10/

Date: 24-02-2010

TENDER NOTICE

Sealed Tenders in two parts (Part-I: Techno-commercial Bid and Part-II: Price Bid) in separate sealed covers are invited by the General Manager, India Government Mint, Alipore, Kolkata on behalf of the Chairman and Managing Director, Security Printing & Minting Corporation of India Limited, for the Transportation of 1900 MT/360 M Pcs. FSS Blanks with following specifications:-

Sl. No	Materials	Quantity in MT (Approx)	No. of Blanks in Million Pcs. (Approx)
1	FSS BLANKS (IN M.S. DRUMS)	1900 MT	360 M Pcs.

- a) Earnest Money Deposit: Rs.1.2 Lakh (Rupees One lakh and twenty thousand only) in the form of Account Payee Demand Draft/ Bankers Cheque/ Fixed Deposit Receipt/ Bank Guarantee in favour of the " **I.G. Mint, Kolkata, a unit of the Security Printing and Minting Corporation of India Limited**" is to be furnished along with Technical Bid from any Commercial Bank in acceptable form. Sales Tax Registration Number, PAN, TAN etc. are also required to be furnished.
- b) Security Deposit towards performance @ 10% of the total value of the work irrespective of the status of the firm is to be deposited on finalization of tender and before releasing the Purchase Order.
- c) Offers received from any bidder shall be summarily rejected on National Security considerations without any intimation to the bidder.
- d) Purchase preference, if applicable, shall be accorded to the Central Public Sector undertakings in accordance with the guidelines issued by the Department of Public Enterprises, Government of India, from time to time.
- e) **Last Date of Submission of Tender : 16-03-2010 up to 1.00 PM**
- f) **Tender Opening Date and Time : 16-03-2010 at 3.00 PM**
- g) The General Manager, India Govt. Mint, Kolkata has the right to reject any or all tenders wholly or in part without assigning any reason. Tenders received late and not in prescribed form will be summarily rejected. Postal delay will not be condoned.

Tender documents can be obtained from the Cash Office of the General Manager, India Government Mint, Kolkata on payment of Rs. 500 /- (Rupees five hundred only), or the detail can also be down loaded from our website: www.igmint.org for the cost of Tender document in the form of non-refundable Demand Draft for Rs. 500/- drawn in favour of the '**I.G. Mint, Kolkata, a unit of Security Printing and Minting Corporation of India Limited**' on any Commercial Bank in India. No money order will be accepted. **The Tender document will be issued from 24-02-2010 to 15-03-2010 up to 1.00 P.M.**

GENERAL MANAGER

COVERING LETTER

Registered Office : India Government Mint, Alipore, Kolkata.
A Unit of SPMCIL,
(A Wholly Owned Corporation of Government of India)
Alipore, Kolkata – 700 053
India

FAX : 033-2401 0553

Telephone : 033-2401 4132/35

Reference : No. 109(1)/FSS Blanks/09-10/

Dated :

From India Government Mint
Alipore, Kolkata- 700 053

To

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INVITATION TO TENDER

Sl. No	Materials	Quantity in MT (Approx)	Quantity & Mode of Transportation	No. of Blanks in Million Pcs. (Approx)
1	FSS BLANKS	1900 MT	**150 MT (approx)/Month by closed container (28 MT capacity) with Lock & Key and Insurance	360 M Pcs.

** Quantity & weight per month may vary and subject to adjustment.

Dear Sirs,

I, General Manager, India Government Mint, Kolkata acting for and on behalf of the Chairman and Managing Director, Security Printing & Minting Corporation of India Limited have pleasure in enclosing the following tender documents for the above work to enable you to submit your binding offer:

- (1) Submission of Tender
- (2) Instructions to Tenderers
- (3) Terms and conditions
- (4) Annexure

Please note that Price Bid for the work with terms & conditions of Tender is to be submitted in sealed cover duly super scribed on the envelope on or before the due date of opening of tender.

The envelope should be superscribed as **"TENDER NO. 109(1)/FSS Blanks/PT-448/09-10/ dated 24-02-2010, DUE FOR OPENING ON 16-03-2010"** for Transportation of 360 M Pcs. Blanks, Late tenders and tenders not on prescribed form, will not be accepted. Tenders by Telex/Telegram/Tele FAX will not be accepted. Postal/Courier delay will not be condoned and you have to ensure its delivery well in time.

EARNEST MONEY DEPOSIT in the form of Bid Bond/Demand Draft/Banker Cheque from any Commercial Bank is to be enclosed with the tender; otherwise the tender will not be considered and will be liable to be rejected. No Bank letters/ counter guarantee will be treated as Earnest Money Deposit unless issued by any Commercial Bank in India in acceptable form.

The General Manager, India Government Mint, Kolkata, reserves the right to modify, change the specifications or even cancel the tender before or after price bid opening and such modification, changes or cancellation will be intimated to the Tenderers as and when decided. The decision of the General Manager, India Government Mint, Kolkata in this regard will be final and no further correspondence will be entertained

Please acknowledge receipt of the tender document.

Yours faithfully,

GENERAL MANAGER

Enclosure. As above

SUBMISSION OF TENDER

From

To

The Chairman & Managing Director
Acting through
GENERAL MANAGER
India Government Mint,
Alipore,
Kolkata – 700 053.

Subject: Transportation of 1900 MT FSS Blanks from India Govt. Mint, Alipore, Kolkata to India Govt. Mint, NOIDA on door delivery Basis.

1. Having carefully examined all the documents attached to your invitation to tender No **Dated**..... we offer to transportation of 1900 MT FSS Blanks, in conformity with all the conditions stated in Invitation to Tender, Instructions to Tenderers, Terms and Conditions of the Contract, Technical Specifications, Time Schedule for completion of supply and other documents and papers etc., as detailed in the tender documents.
2. We enclose herewith the Earnest Money Deposit of Rs (Rupees) in the form of Demand Draft / Bid Bond from the Bank (From any Commercial Bank of India).
3. We certify that we have carefully read each and every condition and technical specification given in this tender documents and understood the same and we confirm our acceptance of the same.
4. We agree to abide by this tender initially for a period of **60** days from the last day fixed for the receipt of tender by India Government Mint, Kolkata and it shall remain binding on us and order may be accepted at any time before the expiry of that period.
5. We hereby undertake not to withdraw from this tender, during this period of **60** days. However, if we withdraw it, General Manager, India Government Mint, Kolkata (hereinafter referred to as Indentor) shall have right to invoke the Earnest Money/Tender Guarantee/Bid Bond without reference to us.
6. Should this tender be accepted for which initial intimation will be given by Letter of Intent, by India Government Mint Kolkata, we hereby agree to abide by and fulfill all terms and conditions of tender documents and in default thereof, I/We undertake indemnity to the SPMCIL or its successors in the Office or authorized nominee to pay such sums of money as indicated in "Risk Purchase Clause "of Terms and Conditions.

7. I/We also understood that, Letter of Intent for all purposes will be formal binding contract of all terms and conditions stipulated in the tender documents and Tenderer have to abide by these terms and conditions.
8. We enclose herewith evidence of our experience of execution of works of similar nature and magnitude carried out by us.
9. I/We also understood that, unless and until a formal CONTRACT is prepared and executed, the duly executed tender documents together with written Acceptance thereof, by Indentor shall constitute a binding CONTRACT between the SPMCIL and ourselves.

Dated this.....day of 200

For and on behalf of

(With seal)

Signature:

Name:

In the capacity of.....

Witness.....

Name in Block Letters.....

Address:.....

.....

Duly Authorized to Sign Tender

INSTRUCTIONS TO TENDERERS

1.0 SCOPE OF TRANSPORTATION

- 1.1 The job involves transportation of FSS Blanks packed in MS drums closed at both ends. Each drum will contain approximately 600 Kg of FSS Blanks packed in polythene bags. The drum will be mounted on wooden pallets. Each pallet of size – 1.2 Mtr. (L) X 0.66 Mtr. (W) will have two drums with a height of approximately 0.9 Mtr. strapped to it.
- 1.2 The intending Contractor will provide a closed metal container with a capacity of 28 MT (max.) and size of 20 Ft. (L) X 8 Ft. (W) X 8.5 Ft. (H) (these dimensions are for guidance only).
The pallets together with drums will be loaded on these containers as per the capacity of container.
- 1.3 The Contractor will be required to place the container in the Mint Premises within 24 hours from the receipt of return or oral requisition to this effect from authorized representative of the General Manager, India Government Mint, Kolkata and the loaded container will be removed within 8 hours after completion of loading.
- 1.4 Loading and unloading of drums into the containers shall be done by the Consignor or Consignee respectively soon after the placement of containers.
- 1.5 It is envisaged that the container shall be door collected from Mint premises to the nearest rail terminal, transported by rail to the railway head nearest to NOIDA and then door delivered to India Govt. Mint, NOIDA. The intending contractor shall quote the rates for delivery from Kolkata Mint to India Govt. Mint NOIDA 'door to door delivery basis'.
- 1.6 The consignment shall be ensured by the Consignor. The Contractor, however, will indicate the nature of security provided on the container during transit.
- 1.7 Before providing container, the container shall get the same checked against mechanical failure and presence of explosive etc. in the body.
- 1.8 It is anticipated that a maximum of two containers of 28 MT capacity per week shall be required. The Contractor should confirm the availability of so many containers on demand along with other. The Contractor will be required to submit Bank Guarantee for an amount of Rs. 30,00,000/- (Rupees thirty lac only) before transporting the material.

2.0 SUBMISSION OF TENDER

- 2.1** One complete set of tender document shall be issued to each Tenderer. All tenders shall be prepared in duplicate by typing or printing with indelible black ink on white paper consequently page numbered in solid binding and each page signed along with duly filled formats.
- 2.2** All amendments/revisions to tender documents issued by the India Government Mint, if any, must be signed and submitted along with the tender. The tender submitted by the tenderer shall take into account all such amendments/revisions. The Tenderers are advised to submit the tender based strictly on the terms and conditions and specifications contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender document has any price implications, the same should be considered and included in the price part. India Government Mint, Kolkata reserves the right to reject tenders containing deviations to the terms and conditions and requirements stipulated in the tender documents. However if the tenderer desires to deviate from the tender conditions, such deviations should be spelt separately and deviation list should be attached.

Tenders shall be prepared and submitted in double sealed envelope superscribed as "**TENDER NO. 109(1)/FSS Blanks/PT-448/09-10/ dated 24-02-2010**" due for opening on 16-03-2010 at 3.00 PM for transportation of 1900 MT FSS Blanks, **Non-adherence to this may liable for rejection of your tender.** The full name, postal address, telegraphic address and telex/tele fax/telephone No./website of the Tenderer shall be written at the bottom left corner of the sealed envelope.

- 2.3** The tenders so submitted shall be in sealed envelope.

2.3.1 PART- I: COMMERCIAL TENDER

Containing un-priced tender consisting of commercial packaging including all terms and conditions in one original and one duplicate copy shall be submitted. No price details to be given in this tender. Blank Price Bid format as submitted in Part II should also be enclosed.

NOTE : NO PRICE SHALL BE MENTIONED IN PART- I

2.3.2 PART II: PRICE TENDER

Prices should be indicated with detailed break up price of each item along with unit rate as per price format Annexed both in figures and words. One original and one duplicate copy shall be submitted.

- 2.3.3** For Indian Tenderers indigenous component to be explicitly mentioned and quoted in firm Indian Rupees.

- 2.4** Insertion, postscript, addition, deletion and alteration shall not be recognized unless confirmed by the Tenderer's signature.

- 2.5 The Tenderer shall submit the Earnest Money/Bank Guarantee/Bid Bond along with Part I strictly as per the Proforma enclosed; failing which tender will be rejected.
- 2.6 All the copies of tenders should be complete in all respect with all their attachments/enclosures.
- 2.7 The Tenders as submitted will consist the following:-
- 2.7.1 Earnest Money in the form of unqualified tender guarantee/bid bond.
- 2.7.2 Power of Attorney/authorization with the seal of company of person signing the tender documents.
- 2.7.3 Detailed time schedule indicating various activities tenderer proposes to complete within the time of completion of work
- 2.7.4 Duly filled in Annexure enclosed
- 2.7.5 Details of work of similar magnitude carried out by the Tenderer in last Five Years.
- 2.7.6 Any other information the tenderer wishes to furnish, the Tenderer shall satisfy the Indentor that he possesses the necessary experience and qualifications and he has at his disposal suitable modern facilities and according to the latest technology and that he is financially in a position to fulfill contractual obligation offered to be undertaken by him. The Tenderer shall also satisfy the Indentor that he is competent and legally authorized to submit the tender and/or enter into a legally binding contract with the Indentor.
- 3.0** Date of Receipt of Tender : Upto 2.00 PM on 16-03-2010
- 4.0** Date and Place of Opening of the Tender : AT 3 PM at the office of the General Manager, India Government Mint, Alipore, Kolkata – 700 053
- 5.0** Validity of the Tender : Tender shall remain open for acceptance for a period of not less than 60 days from the date of opening of technical tender.
- 6.0** Description of Stores Required (approx.) : Transportation of 1900 MT FSS Blanks (IN M.S. DRUMS)

The Tenderer is required to carefully examine the technical specifications and other details relating to supply given in the tender document and fully inform himself as to all conditions and matters, which may in any way effect the work or the cost thereof. The Tenderer shall be deemed to have himself independently obtained all necessary information for the purpose of preparing the tender and his tender as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of the same.

CLARIFICATIONS

Clarifications if any can be obtained in person from Indentor with prior appointment. All clarifications or interpretation given during the above discussion shall form a part of the specifications and documents shall accompany the tender, which shall be submitted by the Tenderer within time and date specified in the invitation to the tender. However, the above discussion will be held only to facilitate the Tenderer but the arranging or not arranging the discussion will in no way change the date of submission of tender.

7.0 PRICE

- 7.1 The prices quoted shall remain firm and fixed during the pendency of contract.
- 7.2 The prices shall be quoted separately for Transportation of 1900 MT FSS Blanks (approx.). The price so quoted should be firm and not indicative including loading of drums into containers at IG M, Kolkata and un-loading at IGM, NOIDA at their stockyard.
- 7.3 The tenderer shall quote his price as per price schedule in Indian Rupees on door delivery basis and shall include all charges towards packing, forwarding, freight and taxes / octroi up to destination point i.e. India Government Mint at NOIDA, **The price so quoted should be fixed and firm during the pendency of Contract.**
- 7.4 Income Tax in India if leviable shall be borne by the tenderer.

8.0 TAXES AND DUTIES

The total quoted price for the transportation shall also include taxes and duties. If the tenderer fails to include taxes and duties in the tender, no claim thereof: will be considered by the purchaser afterwards.

9.0 COMPLETION TIME

The completion time is the essence of the contract. The Tenderer shall complete the transportation including loading and unloading within the period indicated in the invitation to tender, from the date of receipt of LOI/ Purchase Order.

10.0 RECEIPT OF TENDER

Tender will be received at the office of: **General Manager, India Government Mint, Alipore, Kolkata-700 053, INDIA.**

NOTE: Tender should be submitted at India Government Mint, Alipore, Kolkata. The Tenderer has the option of sending the tender by registered post or submitting the tender in person, so as to reach the place of tender opening given in the invitation to the tender on or before the date and time set out for the same. Tender submitted by TELEX/TELEFAX/TELEGRAM will not be accepted. If price revealed in Part I Commercial tender, the tender is liable for rejection out right. Postal delay will not be condoned, and the tenderer should ensure its delivery well in time.

11.0 TENDER OPENING

The tender will be opened at the time and date set for opening of tenders in the presence of authorized representatives of the Tenderer, who wish to attend the tender opening. If the principal wishes to attend, then he can bring one representative along with him who is well versed in English.

12.0 TRANSFER OF TENDER DOCUMENTS/TENDERS

Transfer of tender documents purchased by one Tenderer to another is not permissible. Similarly transfer of tenders submitted by one Tenderer to another is not permissible under any circumstances. The alteration of essence of tender once submitted is also not permissible. Contractor and agent of the firm both can not submit the offer separately.

13.0 LANGUAGE

The Tender shall be submitted in English language only.

14.0 EARNEST MONEY

14.1 The tender be accompanied by the Earnest Money in the form of Bid Bond from any commercial Bank in India for the amount indicated in Invitation to Tender. Bid Bond shall remain un-discharged for such period as may be specified for keeping the tender open. If the tenderer after submitting his tender resiles from his offer or modifies the Terms and Conditions thereof in a manner not acceptable to the Indentor, the Bid Bond will be forfeited. **Tenders not accompanied by Earnest Money Deposit in given format will not be considered and summarily rejected.**

14.2 Refund of EMD

EMD of un-successful bidders will be refunded without interest after expiry of final tender validity period but not later than 7 days after conclusion of the contract.

14.3 Should the invitation to tender be withdrawn or cancelled by the Indentor, which he shall have the right to do at any time without assigning any reason, bid bond will be discharged.

14.4 Should the successful Tenderer fail or refuse to duly sign the contract within the period fixed by the Indentor or fail or refuse to furnish the 10% security deposit, the Bank Guarantee

14.5 shall be enrobed without prejudice to his being liable for any further loss or damage incurred in consequence by the Indentor. The bank guarantee shall be suitably extended, if such a necessity arises, by the successful tenderer till the date fixed by the Indentor for furnishing the security deposit.

15.0 NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER

The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges and expenses of an incidental nature included by him through or in connection with his submission of Tenders, even though the Indentor may elect to modify/withdraw the invitation to tender.

16.0 LOWEST TENDER NOT NECESSARILY TO BE ACCEPTED

The Indentor reserves the right to accept any tender if it is advantageous to the Government techno commercially and is not bound to accept the lowest alone and need not assign any reasons for non-acceptance.

17.0 NOTICES ON BEHALF OF PURCHASER

Notices and certificate on behalf of the Indentor in connection with the contract, may be given by duly authorized representative of the Indentor, whose name shall have been previously communicated in writing to the contractor.

Any modification, which may become necessary in the interim period will be intimated to the Tenderer as soon as possible.

18.0 TENDER EVALUATION

18.1 GENERAL

The tenders received and accepted will be evaluated to ascertain the best and lowest evaluated tender in the interest of the Indentor.

18.2 DEFINITION AND MEANINGS

For the purpose of evaluation and comparison of the tenders the following meanings and definitions will apply. "Tender Price" shall mean the best price quoted by each tenderer in his proposal for his complete scope of work, door delivery basis for complete Supply.

18.3 Price evaluation of tenders offered by the Tenderers shall be basis for award of the contract.

TERMS AND CONDITIONS

1.0 DEFINITIONS unless otherwise required by the subject context the terms herein below shall have the following meanings.

1.1 **INDENTOR** means the General Manager, India Government Mint, Alipore, Kolkata-53 on behalf of the Chairman and Managing Director, Security Printing & Minting Corporation of India Limited.

1.2 **TENDER DOCUMENT** means all documents supplied to Tenderer with a covering letter signed by the General Manager, India Government Mint, Alipore, Kolkata -700053 or his authorized representative against payment of Rs. 500/- by Demand draft drawn on any Commercial Bank in favour of "India Government Mint, Kolkata a unit of Security Printing & Minting Corporation of India Limited" and include all the terms and conditions of supply of 1900 MT FSS Blanks (approx) of 360 M Pcs.

1.3 **SUPPLIER/CONTRACTOR** means a successful tenderer with whom order is placed.

1.4 **TENDER PRICE** shall mean the fixed and firm price quoted by each tenderer in his proposal.

1.5 **PLACE OF DELIVERY** : Door delivery to NOIDA Mint, U.P. including unloading at their stockyard.

1.6 **CONSIGNMENT**: Two closed drums packed on a single wooden crate locked with Hoop-Iron weighing 600 KG each drum.

1.7 **CONTRACT DOCUMENTS & DISCREPANCIES IN CONTRACT DOCUMENTS** -

The several documents included in the Contract are to be taken as mutually explanatory to one another. If there are any varying or conflicting provision in the documents forming part of the Contract, the matter shall be referred to Indentor for clarification and the Indentor shall be the sole deciding authority with regard to the correct provision according to the intent and meaning of the Contract and his decision in this respect shall be final and binding on the parties.

2.0 **SIGNING OF AGREEMENT/ CONTRACT** - On the Tender being accepted by the Indentor, a formal contract/agreement will be signed and executed by and between the Indentor and successful Tenderer within a time to be fixed by the Indentor. All travel, boarding and lodging expenses in connection with signing the contract shall be borne by the Tenderer himself.

- 2.1 **ATHOURITRY OF PERSON SIGNING THE DOCUMENTS** The person signing the contract or any other documents forming the part of the order on behalf of the Tenderer shall be deemed to warrant that he has the authority to bind the Tenderer. Any person, so signing, shall give satisfactory evidence of his authority.
- 2.2 **RESPONSIBILITY FOR PERFORMANCE OF CONTRACT** The Tenderer shall be entirely responsible to the due performance of the contact and completeness of the supplies in all respects according to the intent and specifications and all other documents
- 2.3 **ASSIGNMENT OR TRANSFER OF CONTRACT** The Tenderer shall not, without the prior written approval of the Indentor assign or transfer the contract or any part thereof, or any share or interest therein to any third party. Any sum of money which may become payable under the contract shall not be paid to any person other than the Tenderer unless prior written approval of the Indentor to the assignment or transfer of such money is given.
- 2.4 **Notwithstanding** any such approval of the Indentor, the Tenderer shall not be relieved of his liability and obligations under the contract or in any way affect the Tenderer's direct responsibility to the Indentor nor shall it render the Indentor any way responsible to such assignment or transferees. The Indentor shall be free at all times and stages during the pendency of the contract to assign of his duties, responsibilities and rights under the contract to any third party and the Tenderer shall accept such party.
- 2.5 **SUB-CONTRACTING OF WORK:** The contractor will not be allowed to assign and or transfer his/their obligation or benefit under the contract whether in full or in part to other agencies. However in extreme circumstances where sub-contracting of part of the work is unavoidable, prior written permission of General manager, India Government Mint, Kolkata, shall be taken by the Tenderer.
- 3.0 **PAYMENT TERMS**
- 3.1 95 % payment against receipt of the consignment at the India Government Mint, NOIDA in Good condition and
- 3.2 On receipt of verification, correctness of store issued by the Tenderer.
- 3.3 Balance Payment (5%) on receipt of the following documents.
- 3.4 Signed Commercial Invoices in quadruplicate.
- 3.5 Successful Performance Appraisal Certificate.
- 3.6 Final Acceptance Certificate of the Consignment Issued by the Receiver in Quadruplicate.

4.0 **SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE**

On placement of Letter of Intent, the Tenderer shall furnish Security Deposit-Cum-Performance guarantee in the form of Demand Draft or unconditional security deposit Bank Guarantee from any Commercial Bank in favour of the General Manager, India Government Mint Alipore, Kolkata a unit of SPMCIL for **10% of** the value of the full consignment. It should be valid for a period of 60 days beyond the date of completion of all contractual obligations of the contractor.

5.0 **DELIVERY SCHEDULE**

The Transporter shall deliver the full consignment on door delivery basis to NOIDA Mint, UP.

6.0 **CANCELLATION OF CONTRACT**

The Indentor shall, without prejudice to any other right or remedy which shall have accrued, or shall accrue thereafter to Indentor, cancel the contract in any of the following cases giving days simple notice and the Tenderer shall be liable to the payment of damages to the Indentor to the extent provided in case of cancellation for default.

6.1 **FOR CORRUPT PRACTICE**

If the Transporter, shall Offer, give or agree to give to any person any bribe or consideration of any kind as any inducement or reward for doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of this contract.

6.2 **FOR INSOLVENCY**

If the Tenderer being an individual, or a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of its estate made against or Shall take any proceedings for liquidation or composition under any insolvency Act, for the time being in force or make any conveyance or assignment of its effects or composition or arrangement for the benefit of its creditors or purport to do so. If any application be made under any insolvency Act for the time being in force for the sequestration of its estate or if a trusted deed be granted by it for his creditors, or Being a company, shall pass a resolution or the court shall make an order for liquidation of its affairs, or a receiver or manger on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court or debenture to appoint a receiver/manager or Assigns, transfer, sublets or attempts to assign, transfer or sublet, any portion of the work, without the prior written approval of the Indentor. Whenever the Indentor exercises his authority to cancel the contract under this condition, he may complete, the work by any means at the Tenderer's risk and expenses provided always that in the event of co completion (as certified by the Indentor, which is final and binding) being less than the contract cost, the advantage shall accrue to the Indentor.

7.0 **MARKING:**

CONSIGNEE: GENERAL MANAGER, INDIA GOVERNMENT MINT,
NOIDA, U.P.

ORDER NO:

PACKING NO:

NET WEIGHT:

GROSS WEIGHT:

8.0 **INSURANCE** All the transit insurance from the Factory/ Godown of I.G. Mint, Alipore, Kolkata to India Govt. Mint, NOIDA, shall be arranged by the transporter with the Indian Insurance companies which will be to the account of the Indentor.

9.1 Forfeit the EMD;

And

9.2 Invoke the Security Deposit – Cum – Performance Guarantee deposited by the transporter and transport the stores from other agencies at the risk and consequence of the transporter. The cost difference between the alternative arrangement and Tenderer's tendered value will be recovered from the transporter 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. Transporter has to abide by all terms and conditions of tender.

9.3 In case of transportation through alternative sources, if transportation price is lower, no benefit on this account will be passed on to Tenderer.

10.0 **FORCE MEJURE CLAUSE**

If any time during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of War, hostility, acts of Public enemy, civil Commotion, sabotage, fire, floods, explosions, epidemics, quarantine, restrictions, strikes, lockouts, or act of God (herein after referred to as "events") provided notice of happenings of any such eventuality duly endorsed by the appropriate authorities/Chamber of Commerce in the country of the party giving notice is given by the party seeking concession to the other as soon as practicable but within 21 days from the date of occurrence and termination thereof and satisfies the other party adequacy of the measure taken by it, neither party shall by reason of such event be entitled to terminate this contract nor either party have any claim for damages against the other in respect of such non-performance, or delay in performance, and delivers under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision

of the General Manager, India Government Mint, Alipore, Kolkata as to whether the deliveries have so resumed or not, shall be final and conclusive provided further that the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, The General Manager, India Government Mint, Alipore, Kolkata may at his option terminate the contract.

11.0 TERMINATION – DEFAULT BY THE TRANSPORTER

If the Tenderer is in default in carrying out any of the conditions, covenant or obligations of the contract, the Indentor may give notice of default to the Tenderer to cure such default within 30 days of receipt of said notice of default. Should the Tenderer not cure the default within the said period the purchaser may within 30 days terminate the whole or any portion thereof with respect to any if the work not completed by the Tenderer in accordance with the terms of the contract at the said time of the notice in writing to the Tenderer. Upon termination of the contract under this clause, the Indentor shall require the Tenderer to deliver to the Indentor any unfinished work prior to such terminations. The Indentor however shall pay the Tenderer for all such completed work.

11.0 ARBITRATION

In case of any dispute or difference arises out of or in connection with or carrying out of works (whether during the progress of the works or after their completion and whether before after determination, abandonment or breach of contract) except as to any or the matters, provided hereunder, the parties hereto, shall first endeavor to settle such dispute or differences amicably.

If both the parties fail to reach such amicable settlement, then either party (The Indentor or Contractor) may (within 28 days of such failure) give a written notice to other party requiring that all matters in dispute or difference be arbitrate upon, such written notice shall specify the matters which are indifferences or of differences of which such written notice has been given and no other matters shall be referred to the arbitration of a single arbitrator to be appointed by both the parties or incase of disagreement as to the appointment of a single arbitrator, to two arbitrators are to be appointed by each party or in case of said arbitrators not agreeing them, to the umpire, to be appointed by the arbitrators in writing before entering upon the references. Provisions **of the Indian Arbitration Act, 1940 or Arbitration and**

Conciliation Act 1996 or any statutory modification or reenactment, thereof and rules framed there under from time to time shall apply to such arbitrations.

Venue of arbitration shall be Kolkata, India. The award of the arbitrator shall be final, conclusive and binding all parties to this contract. The Indian Laws shall govern this contract for the time being in force. The arbitrator or arbitrators appointed under this Article shall have the power to extend the time to make the award with the consent of the parties. Pending references to arbitration, the parties shall make all endeavors to complete the work in all respects and all disputes, if any, will finally be settled in the arbitration. Upon every or any such references to the arbitration, as provided herein the cost of an incidental to the reference and Award respectively shall be in the discretion of the Arbitrators or the Umpire, as the case may be.

The Award of the Arbitrator or Arbitrators, as the case may, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the supplies by reason of any such matter, question or dispute being referred, to arbitration, but shall proceed with the works with all due diligence. The Indentor and the Tenderer hereby also agree that arbitration under this clause shall be a condition precedent any right of action under the contract.

13.0 HANDLING EXPENSES

Transportation, inland insurance, loading, unloading and stacking may be indicated separately.

14.0 DELIVERY OF DEFECTIVE STORES

If the store(s) or any portion thereof, after it is supplied, be found defective or fails to fulfill the requirement of the contract, Indentor shall give the Tenderer notice in writing, and the Tenderer shall, forthwith make the defective material good or replace the defective materials at their cost within reasonable time allowed by the Indentor to make it comply with the requirement of the contract. Should the Tenderer fail to do so then the Indentor at his sole discretion be at liberty to reject and replace at the risk and expense of the Tenderer, the whole or any portion of the material/stores, as the case may be, which is defective. Such replacement shall be carried out by Indentor in a reasonable manner and force. Tenderer's liability under this clause shall be satisfied by the payment to Indentor for the replacement of the defective material/store(s). Should the Indentor not get replacement items/store(s) so rejected, Tenderer's liability under this clause will be satisfied by the repayment of all moneys paid by Indentor in respect of such defective item/store.

15.0 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 Indentor 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.

16.0 CORRESPONDENCE

All information, correspondence letters & details that accompany the tender documents and all further correspondence in connection with tender to be submitted in two copies to:

THE GENERAL MANAGER, INDIA GOVERNMENT MINT ALIPORE, KOLKATA-700 053

17.0 JURISDICTION

The Laws of India shall govern the Contract. The adjudication pertaining to this tender is restricted to Kolkata.

18.0 ACCEPTANCE OF TERMS AND CONDITIONS

The Tenderer must agree to abide by the above set forth terms and conditions.

19.0 .SAVING OF GOVERNMENT OF INDIA LAWS

All Rules, regulations, orders & instructions issued by the Government of India from time to time regarding any matter considered in this tender shall be applicable.

20.0 NATIONAL SECURITY CLAUSE

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

Signed for and on behalf of the SPMCIL

Signed on behalf of

THE GENERAL MANAGER,
INDIA GOVERNMENT MINT
KOLKATA.

IN THE PRESENCE OF

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IN THE PRESENCE OF

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ANNEXURE

PROFORMA FOR BID BOND

(On stamp paper of Rs. 100/- to be executed by any Commercial Bank in India. If executed by a First Class International Bank it is to be duly confirmed by State Bank of India/ any Indian Nationalized Bank on date of Opening of Techno- Commercial Bid)

To
The Chairman & Managing Director,
The SPMCIL,
Acting though
GENERAL MANAGER
India Government Mint,
Alipore,
Kolkata – 700 053.
I N D I A

Dear Sir,

WHEREAS, M/s. _____ (Tenderer) have offered to supply a quantity of _____ of Material to India Government Mints, unit of the Security Printing and Minting Corporation Of India Limited a wholly owned Corporation of Ministry of Finance, Government of India and the tenderer is required to submit a bid bond for Rs. _____ (Rupees _____) along with the offer as guarantee for fulfillment of all the terms and conditions of the tender documents, we _____ hereby guarantee and under take to pay immediately on demand by you the amount of Rs. _____/- (_____) in case the tenderer fails to perform any or all the obligations undertaken by him as per the terms and conditions of tender document without any reservation, protest demur and recourse to said tenderer. Any such demand in writing made by you shall be conclusive and binding on us irrespective of any dispute or difference, claim or counter claim whatsoever raised by the tenderer. This guarantee shall be irrevocable and shall remain valid till VALIDITY OF THE TENDER PLUS 3 MONTHS.

2. Notwithstanding anything mentioned herein our liability under this guarantee is restricted to Rs. _____/- (Rupees _____ only) and it will remain in force upto _____ (hereinafter referred to as the " said date") unless a claim under the guarantee is filed against us on or before the "said date" all your rights under the guarantee shall be ceased and we shall be released and discharged from all liabilities there under. We _____ (Bank) further agree that the guarantee hereunder contained shall not be affected by changes in the terms of purchase originally offered by the tenderer.

Date _____

For _____

Place _____

Bank _____

Note: Tenderer's bank, while authorizing the bank in India to execute the Bid Bond against their counter guarantee, should also intimate the reimbursement instructions on or before Techno-commercial offer opening date.