

BNPM/OTE/276/2024-25 dated 05.09.2024	BANK NOTE PAPER MILL INDIA PRIVATE LIMITED	SHEET 1 OF 16
	TENDER FOR CONDUCTING CSR AUDIT AT BNPM PLANT, MYSURU	

CORRIGENDUM No. 2, DATED 24.09.2024

FOR

TENDER NO. BNPM/OTE/276/2024-25, DATED 05.09.2024

**TENDER FOR CONDUCTING CSR AUDIT AT BNPM PLANT,
MYSURU**



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1.0 SCOPE OF THIS CORRIGENDUM

1.1 This corrigendum dated 24.09.2024 is issued for clarification and amendment.

1.2 Except for details mentioned herein, all other details contained in the tender no. BNPM/OTE/276/2024-25 dated 05.09.2024, and subsequent corrigenda issued shall remain applicable and unchanged.

1.3 CLARIFICATION TO THE TENDER:

Sr No.	Clause	Description	Query by prospective bidder	Clarification
1	NIT, Sec I, Liquidated Damage :	If the successful bidder fails to perform the services within the time frame(s) incorporated in the contract (i.e completion period for each project), BNPM shall, without prejudice to other rights and remedies available to BNPM under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% (Half) percent of the delivered price of the delayed services for each week of delay or part	We request you to cap the liquidated damages/penalties cumulatively to 5% of the total contract value. Kindly confirm.	As per tender

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Sr No.	Clause	Description	Query by prospective bidder	Clarification
		thereof until actual delivery or performance, subject to a maximum deduction of the 10% of the delayed goods' or services' contract price(s). Please refer Section IV, GCC of this tender.		
2	GCC, Sec IV , Clause 3.4	Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 3.1 above shall remain the property of BNPM and, if advised by BNPM, all copies of all such documents shall be returned to BNPM on completion of the supplier's performance and obligations under this contract.	We request your good office to allow us to retain a copy of all information obtained in pursuance to this project, for compliance with laws, regulations, or court order, and in accordance with our internal records retention policy. Kindly Confirm.	As per tender

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Sr No.	Clause	Description	Query by prospective bidder	Clarification
3	GCC, Sec IV , Clause 4: Patent Rights	The supplier shall, at all times, indemnify BNPM, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against BNPM, BNPM shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to BNPM.	<p>We request you to include the following exceptions and procedure as these are industry standards and reasonable. They are also mentioned in the MeitY guidelines.</p> <p>"1. <i>Notwithstanding anything contained in this agreement, if the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.</i></p> <p>2. <i>Indemnifying Party will not indemnify the</i></p>	As per tender

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Sr No.	Clause	Description	Query by prospective bidder	Clarification
			<p><i>Indemnified Party, however, if the claim of infringement is caused by:</i></p> <p><i>a) Indemnified Party's misuse or modification of the Service; b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either: i. Procure the right for Indemnified Party to continue using it; ii. Replace it with a</i></p>	

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Sr No.	Clause	Description	Query by prospective bidder	Clarification
			<p><i>noninfringing equivalent;</i> <i>iii. Modify it to make it noninfringing.</i> 3. <i>The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement."</i> Kindly confirm.</p>	
4	GCC, Sec IV , Clause 23: Delay in supplier's performance	<p>23.1 The time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be the essence of the contract and the supplier shall deliver the goods and perform the services under the contract within the time schedule specified by BNPM in the List of Requirements and as incorporated in the contract.</p> <p>23.2 Subject to the provision under GCC clause</p>	By making time of essence of the contract, you retain the right to void the contract ab initio in case timelines are not met. There are various dependencies on the client and other third parties for completing the project. There may be delays on part of client and other parties also. Thus, contract can be voided by you even if the fault is not entirely ours. We understand that it is not the intention to make the agreement void ab initio in case of any delay in achieving the	As per tender

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Sr No.	Clause	Description	Query by prospective bidder	Clarification
		<p>28, any delay attributable to the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions besides any administrative action:</p> <p>a) Imposition of liquidated damages</p> <p>b) Forfeiture of its performance security and</p> <p>c) Termination of the contract for default.</p>	<p>timelines.</p> <p>Further, since there are LDs for delay in achieving the timelines, it does not look legally feasible to have time as essence of the contract.</p> <p>Thus, request you to kindly delete this clause.</p>	
5	SCC, Sec V, Clause 13: Specific terms & conditions: Risk Purchas	If the successful bidder fails to abide by the terms and conditions of this agreement, or fails to render service as per the delivery / completion schedule or any time repudiates the contract, the purchaser will have	We request you to limit our liability under this clause to 10% of the value of corresponding goods/services not delivered by us. Please also confirm that client will use government procurement norms	As per tender

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Sr No.	Clause	Description	Query by prospective bidder	Clarification
	e	<p>the right to</p> <p>a) Render service from other agencies at the risk and cost of the successful bidder. The cost difference between the alternative arrangement and existing contract value wherein default has been made will be recovered from the aforementioned bidder along with the other incidental charges.</p> <p>In case of procurement through alternative sources, if procurement price is lower than the existing contract value wherein default has been made, in such case no benefit on this account will be passed on to the bidder.</p>	<p>(including price discovery) for procurement of such services from third parties.</p>	

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		b) Forfeit the security deposit or EMD amount as available.		
6	SCC, Sec V, Clause 22 : Conflict of Interest	A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practice to the detriment of BNPM interests. The bidder found to have a conflict of interest shall be disqualified after giving a reasonable opportunity of being heard.	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.	As per tender
7	SCC, Sec V, Clause 22 : Indemni	The indemnifier shall also indemnify and every member, officer and employees of the Company	There are several remedies available under law and contract to you for such breach of obligations. For e.g., there are	As per tender

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Sr No.	Clause	Description	Query by prospective bidder	Clarification
	ty	against all actions, proceedings, claims, cost and expenses whatsoever in respect of or arising out of any failure by the successful bidder or arising from any breach or non-compliance whatsoever by the bidder or any of the persons deployed by it in the performance of the obligations under this contract.	penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section. If you still insist on retaining this section, then we request you to at least make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator.	

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1.5 AMENDMENT TO THE TENDER:

Sr No.	Clause	Existing	Amended as
1	SCC Sr No 3: GCC, Sec IV, Clause 12: Insurance	12.1 Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:	SCC Sr No 3: GCC, Sec IV, Clause 12: Insurance is not applicable. No change for other clause.

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Sr No.	Clause	Existing	Amended as
		<p>12.2 In case of supply of domestic goods on CIF destination basis, the supplier shall be responsible till the entire stores contracted for arrives in good condition at the destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier in its own name and not in the name of BNPM or its Consignee.</p> <p>12.4 In case of Import of Goods, even in case where the insurance is paid by the Purchaser, and loss or damage shall be made good by the Contractor free of cost, without waiting for the settlement of insurance claim. The payment after settlement of insurance claim shall be reimbursed by the Purchaser to the Contractor. Contractor shall be entirely responsible to make good loss/damage without waiting for settlement of insurance claim so that machine is commissioned within the time specified in the contract.</p>	

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Sr No.	Clause	Existing	Amended as
2	SCC, Sec V, Sr No. 9 against GCC, Sec IV , Clause 26: Termination for default & GCC, Sec IV , Clause 29: Termination for convenience	<p>SCC, Sec V, Sr No. 9</p> <p>Clause no. 26 of GCC to be read along with point no. 13.</p> <p>No Change for other clauses</p> <p>GCC, Sec IV , Clause 26: Termination for default</p> <p>26.1 BNPM, without prejudice to any other contractual rights and remedies available to it (BNPM), may by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by BNPM pursuant to GCC sub-clauses 23.3 and 23.4.</p>	<p>SCC, Sec V, Sr No. 9:</p> <p>Clause no. 26 of GCC to be read along with point no. 13.</p> <p>No Change for other clauses.</p> <p>Additions to the clause:</p> <p>a. Limitation of liability for successful bidder: To be considered as total contract value.</p>

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Sr No.	Clause	Existing	Amended as
		<p>26.2 In the event of BNPM terminates the contract in whole or in part, pursuant to GCC sub-clause 26.1 above, BNPM may procure goods and/ or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the supplier and the supplier shall be liable to BNPM for the extra expenditure, if any, incurred by BNPM for arranging such procurement.</p> <p>26.3 Unless otherwise instructed by BNPM, the supplier shall continue to perform the contract to the extent not terminated.</p> <p>GCC, Sec IV , Clause 29: Termination for convenience</p>	<p>b. 3 months' notice period is to be provided by successful bidder to BNPM for terminating the contract in case there is any breach of material obligation.</p>

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Sr No.	Clause	Existing	Amended as
		<p>29.1 BNPM reserves the right to terminate the contract, in whole or in part for its (BNPM's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of BNPM. The notice shall also indicate inter-alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.</p> <p>29.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by BNPM following the contract terms, conditions and prices. For the remaining goods and services. BNPM may decide:</p>	

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