

BNPM/NCB/QCSU /0589/2022-23	BANK NOTE PAPER MILL INDIA (P.) LIMITED	Cover Sheet
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**CORRIGENDUM No. 2 DATED 22.12.2022**

**FOR**

**TENDER No.**

**BNPM/NCB/QCSU/0589/2022-23 DATED 16.11.2022**

**FOR**

**Design, Supply, Installation, Testing, Commissioning & Performance Acceptance Test of  
Quality Control System for Paper Machine at BNPM Plant, Mysuru**

**PURCHASER : BANK NOTE PAPER MILL INDIA (P.) LIMITED**

**EQUIPMENT : QUALITY CONTROL SYSTEM FOR PAPER MACHINE**

**LOCATION : BNPM PLANT, MYSURU, KARNATAKA**



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### 1.0 SCOPE OF THIS CORRIGENDUM

1. Details provided in this corrigendum shall override those mentioned in the tender no. BNPM/NCB/QCSU/0589/2022-23 Dated: 16.11.2022

2. Except for details mentioned herein, all other details contained in the tender no. BNPM/NCB/QCSU/0589/2022-23 Dated: 16.11.2022 shall remain unchanged.

#### 3. Due date of bid submission:

Closing date and time for receipt of tenders	13.01.2023; 1430 Hrs.
Time and date of opening of techno-commercial bid	13.01.2023; 1530 Hrs.

#### 4. Clarification to bidders' queries:

Sl. No.	Bidders Queries	Action/Clarification incorporated in this Corrigendum
1	<b>Bidder Query:</b> Clarify with Frame: Do you mean scanner pedestal / scanner mounting frame.	(i) Single point moisture scanner should be fixed after pre dryer and before size press section. (ii) Reel scanner with (Basis weight, Ash, Colour, caliper moisture and Fiber orientation sensors) should be fixed after calendar and before pope reel section.
2	<b>Section VII: Technical Specifications (Page No. 38 of 74)</b> <b>Point 4.1.6:</b> Total QCS Systems / Scanners required (Reel) with frame - 02 Nos. <b>Bidder Query:</b> Clarify with Frame: Do you mean scanner pedestal / scanner mounting frame	Reel scanner with "O" frame and the size scanner with pedestal "C" frame.
3	<b>Section VII: Technical Specifications (Page No. 38 of 74)</b> <b>Point 4.1.7:</b> Single point moisture Scanner (base) with auto transporter - 02 Nos. <b>Bidder Query:</b> Clarify Auto Transporter	During paper running and paper break the only sizer moisture sensor mounted on the fixed "C" frame should operate/function in scanning position and garage position automatically using a separate mechanism/transporter.



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4	<p><b><u>Section VII: Technical Specifications - (Page No. 39 of 74)</u></b> Point 4.1.11: Web support rollers - Suitable support rollers to be provided</p> <p><b>Bidder Query:</b> Is this required / typically this is required of the sensors are susceptible to pass angle variations / bidder scanners are not affected by pass angle variations hence this is not required.</p>	General requirement to facilitate opportunity for all vendors. In case the sensors are robust to take care of angle variation, it is acceptable.
5	<p><b><u>Section VII: Technical Specifications - (Page No. 39 of 74)</u></b> Point 4.1.16: Communication - Suitable communication ports need to be provided on the scanner for connecting laptop</p> <p><b>Bidder Query:</b> Communication port / laptop: In bidder design all the diagnostic is available on all servers &amp; operator station / there is no separate SW for scanner / sensor diagnostic: hence laptop is not required for any diagnostic work.</p>	General requirement to facilitate opportunity for all vendors. However we would like to have required software back-up's, technical manuals and will be useful to trouble shoot the QCS system incase of QCS server/system failure. This facility should be provided in a separate laptop.
6	<p><b><u>Section VII: Technical Specifications - (Page No. 39 of 74)</u></b> Point 4.1.19: Trouble shooting tools - A suitable state-of-the-art Laptop with all trouble shooting and necessary supporting software/ diagnostic tools installed, to be supplied.</p> <p><b>Bidder Query:</b> same as above: all diagnostic at card level including power supplies levels are available on all servers &amp; operator station, hence laptop is not required, unlike for other vendors</p>	General requirement to facilitate opportunity for all vendors. However we would like to have required software back-up's , technical manuals and will be useful to trouble shoot the QCS system incase of QCS server/system failure. This facility should be provide in a separate laptop.



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7	<p><b><u>Section VII: Technical Specifications - (Page No. 39 of 74)</u></b> Point 4.1.21: Spares - All necessary/mandatory spares and consumables need to be supplied which are required for smooth operation of system during warranty period of one year. This shall be part of initial supply.</p> <p><b>Bidder Query:</b> Spares: Some vendors claim that their sensors are sealed &amp; cannot be repaired at site, so they do not supply any spares parts / cards, will these vendors be asked to keep one set of each sensor as spare, since the SKU for these vendors becomes a sensor itself?</p>	This clause need to be complied.
8	<p><b><u>Section VII: Technical Specifications - (Page No. 42 of 74)</u></b> Point 5.1.1 (v): Carriage rails: Stainless Steel / Chrome Coated</p> <p><b>Bidder Query:</b> carriage rails: Please allow all types of design.</p>	Any sturdy design with Stainless steel / Chrome coated material as per tender specification.
9	<p><b><u>Section VII: Technical Specifications - (Page No. 42 of 74)</u></b> Point 5.2.1 (vi): Profile resolution: 5 mm (approx.)</p> <p><b>Bidder Query:</b> Why limited to 5 mm only / bidder by default gives 2 mm</p>	General requirement to facilitate opportunity for all vendors and better profile resolution is acceptable.
10	<p><b><u>Section VII: Technical Specifications - (Page No. 43 of 74)</u></b> Point 5.2.5 (i): Measurement type: Non-Contact type/Light touch. Point 5.2.5 (ii): Measurement: Optical Caliper</p> <p><b>Bidder Query:</b> Caliper: Light touch &amp; Optical caliper are contradictory</p>	Light touch and Non-contact type (Optical) both are acceptable.



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11	<p><b><u>Section VII: Technical Specifications - (Page No. 44 of 74)</u></b> Point 5.2.7 (i): Measurement: Fiber Orientation Measurement</p> <p><b>Bidder Query:</b> Confirm Dual Fiber orientation</p>	BNPM requirement is to measure the fiber orientation from top side (Master Vat) as per tender specifications.
12	<p><b><u>Section VII: Technical Specifications - (Page No. 44 of 74)</u></b> Point 5.4.4 (i): Intelligent scanning control application: Required</p> <p><b>Bidder Query:</b> Please clarify (Intelligent scanning control application: Required)</p>	Intelligent scanning means it is the way of collecting data and analyzing CD and MD variability w.r.t time for repetitive issues.
13	<p><b><u>Section VII: Technical Specifications - (Page No. 44 of 74)</u></b> Point 5.4.4 (iii): Situational variable scanning speeds: Required</p> <p><b>Bidder Query:</b> Please clarify (Situational variable Scanning speed: Required)</p>	Scanning speed should be adjustable according the situation like paper startup, paper running, Fix point and sampling.
14	<p><b><u>Section VII: Technical Specifications - (Page No. 45 of 74)</u></b> Point 5.4.4 (ix): Edge analysis application: Required</p> <p><b>Bidder Query:</b> Please clarify (Edge analysis application: Required)</p>	Detailed edge measurement with edge to edge scanning controlled by precise sheet edge detectors to control the high quality MD and CD profiles.
15	<p><b><u>Section IV: General Conditions of Contract - (Page no. 20 of 74)</u></b> Point xv): Terms and expressions not defined herein shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the</p>	General Conditions of Contract has been provided with certain Definitions, Interpretation and Abbreviations and point xv) clarifies that in case any terms and expressions which are not defined therein i.e. GCC, those terms & expressions



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	General Clauses Act, 1897 (as amended) as the case may be. <b>Bidder Query:</b> the Indian Sale of Goods Act. 1930 and sub points needs to be clarified	shall carry meaning assigned to them in the Indian Sale of Goods Act 1930 (as amended) or the Indian Contract Act 1972 (as amended) or the General Clauses Act 1897 (as amended) as the case may be
16	<b><u>Section IV: General Conditions of Contract - (Page no. 21 of 74)</u></b> Point 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. <b>Bidder Query:</b> Except the contract issued to the supplier, each and every other document mentioned in GCC subclause 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 - This confidentiality obligation shall apply to Purchaser mutatis mutandis.	Clause remains same as mentioned in tender document. Non-disclosure agreement shall be signed with successful bidder.
17	<b><u>Section IV: General Conditions of Contract - (Page no. 21 of 74)</u></b> Point 4: Patent Rights: 4.1: 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	



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<p>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> <p><b>Bidder Query: PATENT AND OTHER INTELLECTUAL PROPERTY RIGHTS</b></p> <p>8.1 Ownership of any intellectual or industrial property rights in Software (including updates and new versions), templates, symbols, drawings, operating and maintenance manuals, designs, plans, records, instructions, know-how, specifications and any documentation prepared by Bidder, and third-party Software and related documentation, shall vest or remain vested in Bidder or third-party licensors of Bidder, as applicable. Bidder grants to Buyer a limited non-exclusive license to above only for use in civil works or installing, operating and maintaining Equipment sold under Contract and Buyer shall not use or permit use of any of them for any other purpose without Bidder's prior written consent. Except as provided for in the foregoing Buyer may not reproduce, license or sub-license, copy or publish, or permit reproduction, copying or publication of above documents or transfer or relocate Software without Bidder's prior written consent, but shall take all necessary precautions to avoid such occurrence.</p> <p>8.2 Bidder shall, at its option and cost, defend or settle any patent, trademark or copyright infringement suit or proceeding brought against Buyer to the extent it is</p>	<p>Clause remains same as mentioned in tender document. Bidder shall indemnify BNPM from any Patent rights infringement claims which is not due to BNPM.</p>
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<p>based on a claim that Bidder designed Equipment infringes any existing patent, trademark or copyright issued on or before effective date of Contract, and subject to Buyer notifying Bidder in writing within 15 days from Buyer’s knowledge of such claim. Buyer shall provide Bidder with any authority, information and assistance required by Bidder to defend and negotiate settlement of same. Bidder shall pay all direct damages and costs awarded against Buyer for such infringement, except any cost or damage due to settlement agreed by Buyer without Bidder’s written consent.</p> <p>8.3 If Equipment becomes subject of a claim pursuant to Section 8.2, Bidder shall, at its discretion and cost, do any one or combination of the following:</p> <ul style="list-style-type: none"> <li>i. procure for Buyer the right to continue using infringing Equipment or part thereof;</li> <li>ii. replace infringing part with a non-infringing part;</li> <li>or</li> <li>iii. Modify infringing part so that it becomes non-infringing.</li> </ul> <p>8.4 BIDDER SHALL HAVE NO LIABILITY TO BUYER FOR CLAIMED INFRINGEMENT OF ANY PATENT OR OTHER INTELLECTUAL OR INDUSTRIAL PROPERTY RIGHTS RESULTING FROM:</p> <ul style="list-style-type: none"> <li>i. Buyer’s own design or specification; or</li> <li>ii. Change or modification to Equipment by Buyer or any third party without Bidder’s prior written consent; or</li> <li>iii. Use of Equipment in a manner or for a purpose other than specified in Contract, or in contradiction of Bidder’s manuals or instructions.</li> </ul>	
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18	<p><b><u>Section IV: General Conditions of Contract -</u></b> <b><u>(Page no. 23 of 74)</u></b></p> <p>Point 13: Spare Parts: 13.1.b).ii): Immediately following such discontinuation, the supplier shall provide BNPM designs, drawings, lay-outs &amp; specifications of spare parts as required by BNPM free of cost.</p> <p><b>Bidder Query:</b> Spare Parts sub point ii) Immediately following such discontinuation, the supplier shall provide BNPM designs, drawings, lay-outs &amp; specifications of spare parts as required by BNPM free of cost. - Bidder requests for deletion of word - Designs, from above</p>	<p>Bidder to submit undertaking on company letter head along with the bid that spares support shall be provided for the offered system for a period of 10 years from the date of completion of warranty period.</p>
19	<p><b><u>Section IV: General Conditions of Contract -</u></b> <b><u>(Page no. 24 of 74)</u></b></p> <p>Point 16.6: Warranty: If the supplier, having been notified, fails to rectify/replace the defect(s) within a reasonable period (or within the period, if specified in the SCC), BNPM may proceed to take such remedial action(s) as deemed fit by BNPM, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which BNPM may have against the supplier.</p> <p><b>Bidder Query:</b> If the supplier, having been notified, fails to rectify/replace the defect(s) within a reasonable period (or within the period, if specified in the SCC), BNPM may proceed to take such remedial action(s) as deemed fit by BNPM, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which BNPM may have against the supplier.</p>	<p>Clause remains same as mentioned in tender document. It is further clarified that bidders have to rectify the issues (not occurred due to BNPM) upon intimation in the mutually agreed time frame. In case bidder fails to rectify the issue raised, BNPM shall be free to get the issue rectified at the cost and risk of the supplier.</p>



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	<p>We would like to ready the point along with below:</p> <p>All warranties (whether for repairs, replacement parts, latent defects or otherwise) shall expire no later than the earlier of 24 months from Start-up (or in case installation is included in Bidder's scope of delivery: from Take-over) or 30 months from last major delivery of Equipment.</p> <p>6.5 Warranty shall not apply to, and Bidder shall not be liable for:</p> <ul style="list-style-type: none"> <li>i. consumables, or parts having a life expectancy shorter than Warranty Period;</li> <li>ii. Ordinary wear and tear, or ordinary corrosion or erosion.</li> <li>iii. defects, damages, losses and costs (a) resulting from improper or incomplete handling, storage, installation, operation, maintenance or other use of Equipment by Buyer or third parties, or (b) caused by non-compliance with Bidder's manuals or instructions, or (c) caused by equipment, systems, site utilities, etc. outside of Bidder's scope of delivery under Contract;</li> <li>iv. repairs or modifications to Equipment made by Buyer or any third party without a prior written consent of Bidder; and</li> <li>v. any other acts or omissions of Buyer or a third party.</li> </ul> <p>6.6 Performance warranty criteria for Equipment, if any, as well as procedures and conditions for performance test runs, shall be specified in Contract. Upon fulfilment of performance warranty criteria or if specified preconditions for performance warranty testing are not provided by Buyer or if Buyer has not requested performance warranty tests to be carried out within</p>	
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	<p>specified time, an Acceptance shall occur. Maximum amount of liquidated damages and other liability of Bidder for failure to reach performance warranties under Contract shall not exceed 5% of Price.</p> <p>6.7 EXPRESS WARRANTIES AND REMEDIES DESCRIBED IN SECTIONS 6.1 TO 6.6 ABOVE ARE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY BIDDER TO BUYER. ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, CONDITIONS OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR OTHERWISE, ARE HEREBY WAIVED AND EXCLUDED.</p>	
20	<p><b><u>Section IV: General Conditions of Contract - (Page no. 26 of 74)</u></b></p> <p>Point 23.1: Delay in Suppliers Performance: 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><b>Bidder Query:</b> Delay in the supplier's performance: Sub Point: 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: This sentence to be deleted.</p>	<p>Clause remains same as mentioned in the tender document. This clause stipulates that delivery / work is to be completed as per the time line provided in the Contract. In case bidder is facing any delays due to unavoidable circumstances the same to be notified to BNPM immediately, BNPM upon receipt of the request shall evaluate the reasons and provide contract extension with or without levy of liquidated damages as may be specified in the contract.</p>



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21	<p><b><u>Section IV: General Conditions of Contract - (Page no. 26 of 74)</u></b></p> <p>Point 23.2: Subject to the provision under GCC clause 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 b) Forfeiture of its performance security and c) Termination of the contract for default.</p> <p><b>Bidder Query:</b> Subject to the provision under GCC clause 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: delay LD as the sole and exclusive remedy b) Forfeiture of its performance security and: c) Termination of the contract for default.: Bidder wants this to be deleted</p>	<p>Clause remains same as mentioned in the tender document. This clause in the tender is for informing bidders that contractual obligations has to be fulfilled as per the timelines mentioned in the contract, failing which any of the mentioned administrative action can be initiated based on the severity of the default.</p>
22	<p><b><u>Section IV: General Conditions of Contract - (Page no. 26 of 74)</u></b></p> <p>Point 24.1: Liquidated Damages: Subject to GCC clause 28, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, BNPM shall, without prejudice to other rights and remedies available to BNPM under the</p>	



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	<p>contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% (Half) percent (or any other percentage if prescribed in the SCC) of the delivered price of the delayed goods and/ or services for each complete week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% (or any other percentage if prescribed in the SCC) of the delayed goods' or services' contract price(s). During the above mentioned delayed period of supply and/ or performance, the conditions incorporated under GCC subclause 23.4 above shall also apply.</p> <p><b>Bidder Query:</b> Liquidated damages To be added: "For reason attributable to Bidder" and "as Purchaser's sole and exclusive remedy for such delay"</p>	<p>Clause remains same as mentioned in the tender document.</p>
23	<p><b><u>Section IV: General Conditions of Contract - (Page no. 26 of 74)</u></b></p> <p>Point 24.2: Liquidated Damages: Liquidated Damage for not meeting performance guarantee shall be assessed and recovered from the Supplier, if applicable. The quantum of Liquidated damages shall be as specified in SCC.</p> <p><b>Bidder Query:</b> Liquidated Damage for not meeting performance guarantee shall be assessed and recovered from the Supplier, if applicable. The quantum of Liquidated damages shall be as specified in SCC. The above clause to be changed as "Performance Guarantee (PG) criteria for Equipment, if any, as well as procedures and conditions for performance test runs, shall</p>	<p>Clause remains same as mentioned in the tender document. This clause is to be read along with clause 24.3 of GCC of the tender document.</p>



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	<p>be specified in PG. Upon fulfilment of performance warranty criteria or if specified preconditions for performance warranty testing are not provided by Buyer or if Buyer has not requested performance warranty tests to be carried out within specified time, an Acceptance shall occur. Maximum amount of liquidated damages and other liability of Bidder for failure to reach performance warranties under PG shall not exceed 5% of Price". (PG definition to be included in clause 1.2 of GCC)</p>	
24	<p><b><u>Section IV: General Conditions of Contract - (Page no. 26 of 74)</u></b> Point 24.4: Liquidated Damages: If the LD exceeds the specified limit, the Purchaser shall reserve the right to cancel/terminate the Contract as per clause 26 of GCC. <b>Bidder Query:</b> If the LD exceeds the specified limit, the Purchaser shall reserve the right to cancel / terminate the Contract as per clause 26 of GCC. To be deleted</p>	Clause remains same as mentioned in the tender document.
25	<p><b><u>Section IV: General Conditions of Contract - (Page no. 26 of 74)</u></b> Point 26.1: Termination for Default: 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>	



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	<p><b>Bidder Query:</b> Termination by Default sub clause: 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, <u>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.</u> – underlined sentence To be deleted.</p>	Clause remains same as mentioned in the tender document.
26	<p><b><u>Section IV: General Conditions of Contract - (Page no. 27 of 74)</u></b></p> <p>Point 26.2: Termination for Default: 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><b>Bidder Query:</b> 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 – this clause to be modified by</p>	Clause remains same as mentioned in the tender document.



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	<p>adding new lines as below underlined</p> <p><u>If Contract is terminated by Buyer for cause, bidder's maximum liability shall in no event exceed total amount of down and progress payments already made and also liquidated damages incurred for delays and/or failure to reach performance warranties under Contract and also Buyer's documented necessary costs for making Equipment already delivered available for return to Bidder. This total amount Bidder shall refund subject to condition that Equipment already delivered shall first be made available for return to Bidder.</u></p>	
27	<p><b>Section IV: General Conditions of Contract - (Page no. 27 of 74)</b></p> <p>Point 26.2: Termination for Default: Unless otherwise instructed by BNPM, the supplier shall continue to perform the contract to the extent not terminated.</p> <p><b>Bidder Query:</b> Unless otherwise instructed by BNPM, the supplier shall continue to perform the contract to the extent not terminated.</p>	Clause remains same as mentioned in the tender document.
28	<p><b>Section IV: General Conditions of Contract - (Page no. 27 of 74)</b></p> <p>Point 27: Termination for Insolvency: If the supplier becomes bankrupt or otherwise insolvent, BNPM reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have</p>	





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<p>accrued and I or will accrue thereafter to BNPM.</p> <p><b>Bidder Query:</b> Termination for insolvency If the supplier becomes bankrupt or otherwise insolvent, BNPM reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and I or will accrue thereafter to BNPM to</p> <p>This point to be changed as underlined below</p> <p>Without prejudice to any claims available in circumstances, a Party may terminate Contract by written notice to other Party ("Defaulting Party"):</p> <ul style="list-style-type: none"> <li>i. upon filing for bankruptcy, insolvency or wind-up, or upon trustee appointment, or similar proceeding against, or in case of dissolution of, Defaulting Party;</li> <li>ii. upon an event or circumstance described in Section 11 which affects contractual performance of Defaulting Party for more than 6 months; or</li> <li>iii. upon any material breach of Contract by Defaulting Party, which breach has not been completely rectified within a reasonable period of time after the receipt of a written notice and a reminder thereof from Party not in breach.</li> </ul>	<p>Clause remains same as mentioned in the tender document.</p>
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29	<p><b><u>Section IV: General Conditions of Contract -</u></b> <b><u>(Page no. 27 of 74)</u></b></p> <p>Point 29: Termination for Convenience: 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> <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> <p><b>Bidder Query:</b> Termination for convenience sub clause: 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> <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>	<p>Clause stands deleted</p>
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	Above clause is to be changed with: If Contract is terminated or suspended by Buyer for convenience, which shall not take place after first scheduled delivery of Equipment, Buyer shall reimburse Bidder, in a form of down and progress payments already made and additional termination or suspension payment, a prorated portion of Price attributable to time-period up to termination or suspension and also all costs incurred due to termination or suspension, such as for cancellation of sub-contracts and storage, handling and maintenance costs of Equipment, work in progress and materials.	
30	<p><b><u>Section IV: General Conditions of Contract - (Page no. 28 of 74)</u></b></p> <p>Point 35.1: Secrecy: The Contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, have full knowledge of the Official Secrets Act and any regulations framed thereunder.</p> <p><b>Bidder Query:</b> Secrecy: to be elaborated with bilateral sentence</p>	Clause remains same as mentioned in the tender document. Non-disclosure agreement shall be signed with successful bidder.
31	<p><b><u>Section IV: General Conditions of Contract - (Page no. 28 of 74)</u></b></p> <p>Point 35.3: Secrecy: Any breach of the aforesaid conditions shall entitle the Purchaser to cancel the contract and to purchase or authorise the purchase of the stores at the risk and cost of the Contractor, In the event of such cancellation, the stores or parts manufactured in the execution of the contract shall be taken by the Purchaser at such price as he considers fair and reasonable and the decision of the</p>	



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	<p>Purchaser as to such price shall be final and binding on the Contractor.</p> <p><b>Bidder Query:</b> Secrecy: to be elaborated with bilateral sentence</p>	<p>Clause remains same as mentioned in the tender document. Non-disclosure agreement shall be signed with successful bidder</p>
32	<p><b><u>Section IV: General Conditions of Contract - (Page no. 28 of 74)</u></b></p> <p><b>Point 36: Disposal /Sale of Scrap by Tender</b></p> <p><b>Bidder Query:</b> 36.3.1 The Title of goods or material sold shall not be deemed to have been passed to the Purchaser / Bidder until and unless the full and final payment has been made by the purchaser, in accordance with the contract to the BNPMIPL and the authorized Officer has issued the Delivery Order in favour of the purchaser. The materials sold may be removed from the premises only on production of the cash receipt for the payment and a delivery order from the Officer authorized by the BNPMIPL.</p> <p>To be added with the underlined below  <u>However, title to Software programs shall at all times remain with Bidder. Buyer agrees to execute Bidder Software License Agreement upon request prior to use of Software</u></p> <p>36.3.9 Scrap removal – Not applicable</p>	<p>Clause not applicable for this tender.</p>



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33	<p><b><u>Section V: Special Conditions of Contract- (Page no. 32 of 74)</u></b></p> <p>Point 13: Rejection, Replacement: In case material supplied is not meeting our specification will be rejected outright and the rejected material shall be taken back within mutually agreed time period at the cost and risk of the successful bidder and replacement shall be made within mutually agreed time period from the date of intimation. No payment shall be made for rejected item. If the material is not taken back within the stipulate period, BNPM reserves the right to dispose-off the material at the risk and expense of the bidder as per provision under Section IV: General conditions of contract.</p> <p><b>Bidder Query:</b> Bidder is not liable for any Indirect, Consequential Incidental charges to be added in the clause.</p>	<p>Clause remains as mentioned in the tender document and the same to be read alongwith Clause 32 &amp; 33 of Special Conditions of Contract added to the tender (provided at point 5.2 &amp; 5.3, page no. 32 &amp; 33 of this corrigendum)</p>
34	<p><b><u>Section V: Special Conditions of Contract (Page no. 32 of 74)</u></b></p> <p>Point 14: Risk Purchase Clause: If the successful bidder fails to abide by the terms and conditions of this agreement, or fails to supply the material / service as per the delivery schedule or any time repudiates the contract, the purchaser will have the right to</p> <p>a) Procure the tendered item / 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 successful bidder along with the other incidental charges.</p>	



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	<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 successful bidder.</p> <p>b) Forfeiture of Security Deposit amount.</p> <p><b>Bidder Query:</b> Bidder is not liable for any Indirect, Consequential Incidental charges to be added in the clause.</p>	<p>Clause remains as mentioned in the tender document and the same to be read alongwith Clause 32 &amp; 33 of Special Conditions of Contract added to the tender (provided at point 5.2 &amp; 5.3, page no. 32 &amp; 33 of this corrigendum)</p>
35	<p><b><u>Section V: Special Conditions of Contract (Page no. 32 of 74)</u></b></p> <p>Point 18: Fore Closure Clause: If at any time during the continuation of this contract, the use of material ordered in this contract is completely banned or due to drastic change in Government policy its use as, raw material is discontinued or is declared hazardous to public health or cause rising to civil commotion, epidemics, wide-spread strikes and 21 days' notice of such eventualities is given by purchaser to the seller, the seller without any right to enforce the contract, will agree to the fore-close the performance of balance portion of this contract and in that event no claim for damages or loss will be lodged against the purchaser.</p> <p><b>Bidder Query:</b> To be added the underlined lines below: change in law shall be at the risk of purchaser - Bidder shall be entitled to claim compensation.</p>	<p>Fore Closure Clause: If at any time during the continuation of this contract, the use of material ordered in this contract is completely banned or due to drastic change in Government policy its use as, raw material is discontinued or is declared hazardous to public health or cause rising to civil commotion, epidemics, wide-spread strikes and 21 days' notice of such eventualities is given by purchaser to the seller, the seller without any right to enforce the contract, will agree to the fore-close the performance of balance portion of this contract and in that event no claim for damages or loss will be lodged against the purchaser in case there is no other alternative is available to fulfill the contract. In case alternative is available, contract shall be modified based on mutual agreement between BNPM and Bidder.</p>



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36	<p><b><u>Section V: Special Conditions of Contract (Page no. 33 of 74)</u></b></p> <p>Point 19: Damage to Property: Successful bidder shall be responsible for making good to the satisfaction of the Purchaser any loss of and any damage to all structures and properties belonging to the Owner (BNPM) or being executed or procured by the Purchaser or of other agencies within the premises of the work of the Owner, if such loss or damage is due to fault and/or the negligence or wilful acts or omission of the Successful bidder, his employees, agents, representatives or sub-successful bidder. The Successful bidders shall indemnify and keep the Purchaser harmless of all claims for damage to Owner's property arising under or by reason of this contract.</p> <p><b>Bidder Query:</b></p> <p>(i) Successful bidder shall be responsible for <u>making good to the satisfaction of the Purchaser any loss of and any damage to all structures and properties belonging to the Owner (BNPM) or being executed or procured by the Purchaser or of other agencies within the premises of the work of the Owner</u>, if such loss or damage is due to fault and/or the negligence or wilful acts or omission of the Successful bidder, his employees, agents, representatives or sub-successful bidder. <u>The Successful bidders shall indemnify and keep the Purchaser harmless of all claims for damage to Owner's property arising under or by reason of this contract.</u></p> <p>The above clause especially with the underlined lines To be amended with : Subject to limitations of Section as mentioned below, Bidder and Buyer each</p>	<p>Clause remains same as mentioned in the tender document</p>
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<p>agree to indemnify, defend and hold each other and their respective directors, officers, employees, agents and sureties harmless from all liability, including reasonable attorneys' fees, for injury or death of any person and/or damage to any third party property or other property to the extent caused by any negligent act or omission by indemnitor Party, its directors, officers, employees, agents or sureties, provided that injured Party:</p> <ul style="list-style-type: none"> <li>i. gives a prompt written notice of a claim or action to indemnitor Party;</li> <li>ii. makes no admission or statement with regard to the claim without the prior written approval of indemnitor Party;</li> <li>iii. permits indemnitor Party to defend and/or settle the claims and actions;</li> <li>iv. provides indemnitor Party with all reasonable information and assistance and necessary authorizations;</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>v. shall use its reasonable efforts to mitigate loss.</li> </ul> <p>(ii) Buyer shall indemnify, defend, and hold Bidder and its directors, officers, employees, agents, and sureties harmless from all liability, including reasonable attorneys' fees, to the extent caused by Bidder's compliance with Buyer's instructions or design requirements.</p> <p>10.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN CONTRACT, BIDDER'S LIABILITY TO BUYER SHALL NOT EXCEED BUYER'S DIRECT DAMAGES, AND IN SUCH CASE ONLY TO THE EXTENT SUCH DAMAGES ARE CAUSED BY BIDDER'S NEGLIGENT ACTS OR OMISSIONS. BIDDER SHALL NOT ASSUME</p>	
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<p>ANY LIABILITY FOR DAMAGES ARISING FROM NUCLEAR, SPACE OR AVIATION ACTIVITIES, OR FOR COMPLIANCE WITH SAFETY OR ENVIRONMENTAL REGULATIONS BEYOND ITS SCOPE OF DELIVERY OR WORK. IN PARTICULAR, BIDDER SHALL IN NO EVENT BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM DECISIONS, PROHIBITIONS OR OTHER ACTS BY AUTHORITIES, WHICH ARE CAUSED BY COMPLIANCE WITH BUYER'S INSTRUCTIONS OR DESIGN REQUIREMENTS FOR EQUIPMENT. BIDDER SHALL IN NO EVENT BE LIABLE TO BUYER, FOR (A) LOSS OF USE OF ANY PART (OR ALL) OF EQUIPMENT, WORKS OR ENTIRE PRODUCTION PLANT, (B) LOSS OF PRODUCTION, (C) LOSS OF OPPORTUNITY, (D) LOSS OF ANY CONTRACT, (E) LOSS OF PROFIT OR ANTICIPATED PROFIT, (F) OR FOR ANY INDIRECT OR CONSEQUENTIAL COST, LOSS OR DAMAGE, WHICH MAY BE SUFFERED BY BUYER IN CONNECTION WITH CONTRACT, AND WHETHER BASED ON BREACH OF CONTRACT OR WARRANTY, CONTRACT TERMINATION, NEGLIGENCE, TORT, STRICT LIABILITY, INDEMNITY, AT LAW OR IN EQUITY, OR OTHERWISE.</p> <p>10.2 BIDDER'S MAXIMUM MONETARY LIABILITY UNDER CONTRACT SHALL NOT EXCEED AN AMOUNT EQUAL TO 30% OF PRICE.</p>	
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37	<p><b><u>Section V: Special Conditions of Contract (Page no. 33 of 74)</u></b></p> <p>Point 23: Payment for Claims &amp; Damages: a) Should the Purchaser have to pay money in respect of claims or demands against any damage caused by the successful bidder, the amount so paid and the costs incurred by the Purchaser shall be charged to and paid by the Successful bidder and the Successful bidder shall not be entitled to dispute or question the right of the Purchaser to make such payments notwithstanding the same may have been without his consent or authority or in law or otherwise to the contrary.</p> <p>b) In every case in which by virtue of the provisions of Employee's Compensation Act, or other Acts, the Purchaser is obliged to pay Compensation to a Workman employed by the Successful bidder in execution of the works, the Purchaser will recover from the Successful bidder the amount of compensation so paid and without prejudice to the rights of Purchaser under the said Act. Purchaser shall be at liberty to recover such amount or any part thereof by deducting it from the security</p> <p>c) Deposit or from any sum due to the Successful bidder whether under this contract or otherwise. The Purchaser shall not be bound to contest any claim made under Section 12 sub section (1) of the said Act, except on the written request of the Successful bidder and upon his giving to the Purchaser full security for all costs for which the Purchaser might become liable in consequence of contesting such claim.</p> <p><b>Bidder Query:</b> a) Should the Purchaser have to pay money in respect of claims or</p>	<p>Clause remains as mentioned in the tender document and the same to be read alongwith Clause 31 of Special Conditions of Contract added to the tender (provided at point 5.1, page no. 31 of this corrigendum)</p>
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<p>demands against any damage caused by the successful bidder, the amount so paid and the costs <u>incurred by the Purchaser shall be charged to and paid by the Successful bidder and the Successful bidder shall not be entitled to dispute or question the right of the Purchaser to make such payments notwithstanding the same may have been without his consent or authority or in law or otherwise to the contrary.</u></p> <p>b) In every case in which by virtue of the provisions of Employee's Compensation Act, or other Acts, the Purchaser is obliged to pay Compensation to a Workman employed by the <u>Successful bidder in execution of the works, the Purchaser will recover from the Successful bidder the amount of compensation so paid and without prejudice to the rights of Purchaser under the said Act. Purchaser shall be at liberty to recover such amount or any part thereof by deducting it from the security.</u></p> <p>c) Deposit or from any sum due to the Successful bidder whether under this contract or otherwise. The Purchaser shall not be bound to contest any claim made under Section 12 sub section (1) of the said Act, except on the written request of the Successful bidder and upon his giving to the Purchaser full security for all costs for which the Purchaser might become liable in consequence of contesting such claim. The above underlined content to be changed to suite: any payment without a prior written consent is not accepted.</p>	
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38	<p><b><u>Section V: Special Conditions of Contract</u></b> <b><u>(Page no. 33 of 74)</u></b></p> <p>Point 24: Action and Compensation in case of bad work: If it shall appear to the Purchaser that any work has been executed with bad, imperfect or unskilled workmanship, or with materials, or that any materials or articles provided by the Successful bidder for execution of the work are not of standards specified/inferior quality to that contracted for, or otherwise not in accordance with the contract, the Successful bidder shall on demand in writing from the Purchaser or his authorised representative specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified and at his own charge and cost and expenses and in the event of failure to do so within a period of 15 days of such intimation/information/knowledge, the Successful bidder shall be liable to pay compensation equivalent to the cost of reconstruction by the Purchaser. On expiry of 15 days period mentioned above, the Purchaser may by themselves or otherwise rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expenses in all respects of the Successful bidder. The decision of the Purchaser as to any question arising under this clause shall be final and conclusive and shall not be raised as a dispute or shall be arbitrable.</p>	
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<p><b>Bidder Query:</b> Action and compensation in case of bad work: If it shall appear to the Purchaser that any work has been executed with bad, imperfect or unskilled workmanship, or with materials, or that any materials or articles provided by the Successful bidder for execution of the work are not of standards specified/inferior quality to that contracted for, or otherwise not in accordance with the contract, the Successful bidder shall on demand in writing from the Purchaser or his authorised representative specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified and at his own charge and cost and expenses and in the event of failure to do so within a period of 15 days of such intimation/information/knowledge, the Successful bidder shall be liable to pay compensation equivalent to the cost of reconstruction by the Purchaser. On expiry of 15 days period mentioned above, the Purchaser may by themselves or otherwise rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expenses in all respects of the Successful bidder. The decision of the Purchaser as to any question arising under this clause shall be final and conclusive and shall not be raised as a dispute or shall be arbitrable.</p> <p>Bidder: The warranty clause in GCC shall be the sole and exclusive remedy. to be replaced with GTC clause 6.1 to 6.7</p>	<p>Clause to be read as: Action and Compensation in case of bad work: If it shall appear to the Purchaser that any work has been executed with bad, imperfect or unskilled workmanship, or with materials, or that any materials or articles provided by the Successful bidder for execution of the work are not of standards specified/inferior quality to that contracted for, or otherwise not in accordance with the contract, the Successful bidder shall on demand in writing from the Purchaser or his authorised representative specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified and at his own charge and cost and expenses.</p>
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39	<p><b><u>Section V: Special Conditions of Contract (Page no. 34 of 74)</u></b></p> <p>Point 25: Defects after taking over or termination of work contract by owner: Successful bidder shall remain responsible and liable to make good all losses or damages that may occur/appear to the work carried out under this Contract within the warranty period which is one year form the date of completion of commissioning and accepted by BNPM.</p> <p><b>Bidder Query:</b> Defects after taking over or termination of work contract by owner: Successful bidder shall remain responsible and liable to <u>make good all losses or damages</u> that may occur/appear to the work carried out under this Contract within the warranty period which is one year form the date of completion of commissioning and accepted by BNPM. Bidder: replace above underlined words with repair or replace as stipulated in bidders standard warranty.</p>	<p>Clause remains same as mentioned in the tender document. This clause is applicable for the warranty period to rectify any defects occurring in the system during the said period.</p>
40	<p><b><u>Section IX: Qualification / Eligibility Criteria (Page no. 49 of 74)</u></b></p> <p><b>Experience &amp; Past Performance:</b> Bidder should have Supplied, Installed, Tested &amp; Commissioned Quality Control System (QCS) for Bank Note Paper / Currency Paper Mill in India or Abroad during the last 10 (Ten) years ending 31.10.2022.</p> <p><b>Bidder Query:</b> Bidder can provide a letter signed by Authorized signatory from OEM declaring the number of scanners supplied to Bank Note Paper Mills in past 10 years.</p>	<p>Documents to be submitted as mentioned in the tender document.</p>



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**5. Additional Tender clauses:**

Sl.no.	Tender Clause	Additional Tender Clause
1	Section V: Special Conditions of Contract: Clause 31:	<p><b><u>Labour &amp; Labour Laws:</u></b> The contractor shall comply at its own cost with all prevailing statutory provisions as laid down &amp; as applicable under various Labour Laws like- Minimum Wages Act, VDA, Provident Fund &amp; Misc. Provisions Act, ESI, (contractor should have valid PF, ESI Registration ) Bonus Act, Gratuity Act, Contract Labour Act (Regulation &amp; Abolition), Workmen Compensation Act, Factories Act, Bonus Act, Industrial Dispute Act, Payment of wages Act and all other applicable statute as applicable &amp; amended from time to time. In case of violation of such statutory provisions under the labour law by the agency, there will not be any liability on BNPM and the contract will be liable for termination.</p> <p>The Contractor will have to obtain the valid licence (as &amp; if applicable) under the Contract. Labour (Regulation &amp; Abolition) Act - 1970 with Contract labour (R&amp;A) Rules - 1971 from the appropriate authority and will have to submit the certified xerox copy of the same to the BNPM. They have to abide by the rules made thereunder the Act.</p> <p>The Contractor has to meet and ensure all statutory liabilities such as PF, ESI, Retrenchment benefit, Leave Encashment etc. towards his workers. In addition to above, the contractor has to pay the amount, if any, required to be paid to these labourers as and when ordered by Labour Authorities / Court pertaining to the tenure of this contract.</p>



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2	Section V: Special Conditions of Contract: Clause 32:	<p><b><u>Limitation of liability:</u></b> Any claim or rights on the part of PURCHASER not expressly provided in this Contract shall be excluded. Except in cases of criminal act or willful misconduct</p> <p>(i) The successful bidder shall not be liable to the PURCHASER, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, or any other similar economical loss, provided that this exclusion shall not apply to any obligation of the successful bidder to pay liquidated damages to the PURCHASER and</p> <p>(ii) The aggregate liability of the successful bidder to the PURCHASER, whether under the Contract, in tort or otherwise, shall not exceed the total Contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
3	Section V: Special Conditions of Contract: Clause 33:	<p><b><u>Insurance:</u></b> The Contractor shall provide ESIC / Employee Compensation Insurance / Group insurance policy (as applicable) under which the person deputed will be covered, this should be to the satisfaction of the Owner as provided hereunder.</p> <p>a) The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Purchaser has agreed to their cancellation.</p> <p>b) The Contractor shall satisfy to the Purchaser from time to time that he has taken</p>





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		<p>out all insurance policies referred to above and has paid the necessary premium for keeping the policies alive till the expiry of the defects liability period.</p> <p>c) The contractor shall ensure that similar insurance policies are taken out by his sub-contractor (if any) and shall be responsible for any claims or losses to the Purchaser resulting from their failure to obtain adequate insurance protections in connection thereof. The contractor shall produce or cause to be proceed by his sub-contractor (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Purchaser.</p>
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