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| <u>BNPM/NCB/PMC/44/ 2022-23</u> | BANK NOTE PAPER MILL INDIA PRIVATE LIMITED | |
| | Tender for Appointment of Project Management Consultant for setting up two lines of Bank Note Paper Mill (12000 TPA) at Balasore, Odisha CORRIGENDUM NO. 3 | |

CORRIGENDUM No.3, DATED 20.07.2022

FOR

TENDER NO. BNPM/NCB/PMC/44/2022-23 dated 26.04.2022

**Tender for Appointment of Project Management
Consultant for setting up two lines of Bank Note
Paper Mill (12000 TPA) at Balasore, Odisha**



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1.0 SCOPE OF THIS CORRIGENDUM

- 1.1 This corrigendum dated 21.07.2022, is issued for amendment to terms & conditions of tender.
- 1.2 Except for details mentioned herein, all other details contained in the tender no. BNPM/NCB/PMC/44/2022-23 Dated 26.04.2022 and Corigendum-2 dated 29.06.2022 shall remain applicable and unchanged.

2.0 AMENDMENT TO THE TENDER:

| S. No. | Section No./ Page No. | As per tender/ Corrigendum | Amendment |
|---------------|------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Section I-NIT (Page 3/88) | Closing date and time for receipt of tenders 20.07.2022 at 1500 Hours (Online) Opening date and time of Technical Bids 20.07.2022 at 1600 Hours (Online) | Closing date and time for receipt of tenders 19.08.2022 at 1500 Hours (Online) Opening date and time of Technical Bids 19.08.2022 at 1600 Hours (Online) |
| 2. | Section-V SCC Cl. No. 19 Professional Indemnity Bond (Page | The Consultant shall, at the time of signing the contract, submit a signed Professional Indemnity Bond covering the design of all buildings of the paper mill including residential buildings for a value equal to the 100% of | The Consultant shall, at the time of signing the contract, submit a signed Professional Indemnity Bond covering the design of all buildings of the paper mill including residential buildings for a value equal to the 100% of |

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| S. No. | Section No./ Page No. | As per tender/ Corrigendum | Amendment |
|---------------|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| | 34/88) | Consultancy Charges. This Bond shall be valid up to the service life of the facility. A Format of the bond is provided as Annexure- F. | Consultancy Charges. This Bond shall be valid up to 10 years after stabilization of the facility. A Format of the bond is provided as Annexure- F. |
| 3. | Annexure-F (Page 66/88) | Professional Indemnity Bond for Project Management Consultancy Assignment | Existing format has been modified and the revised form is attached as Appendix-A. |

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Appendix-A

ANNEXURE -F (REVISED)

e-Tender No. BNPM/NCB/PMC/44/2022-23 Dated 26.04.2022

(To be submitted on a Stamp Paper of Rs 200/-)

Professional Indemnity Bond for Project Management Consultancy Assignment

This INDEMNITY BOND is executed at (Place) on this ___day of ___2022___ by M/s..... having its registered office at _____ (hereinafter called the “**Indemnifier**” which expression shall mean and include their successors, administrators, executors, legal representatives and assigns) in favour of **Bank Note Paper Mill India Private Limited** having its Registered and Corporate Office at Administrative Building, Gate 1, Paper Mill Compound, Note Mudran Nagar Mysuru- 570003, Karnataka, India (hereinafter called the “**Indemnified/BNPM**” Which expression shall mean and include its successors, legal representatives, administrators and assigns).

WHEREAS the (name of the Indemnifier) as per the provisions of the contract between the..... (name of the indemnifier) and BNPM has/ have started/ shall commence consultancy work for setting up of paper mill in accordance with the requirements and scope specified in the Tender.

AND WHEREAS the (name of the Indemnifier) shall indemnify BNPM against any damage, expense, liability, loss or claim which BNPM might incur, sustain or be subject to arising from any breach of the (name of the indemnifier) design responsibility till completion of **10 years after stabilization of the facility for a value equal to 100% of the consultancy charges.**

AND WHEREAS the indemnifier has agreed to furnish such indemnity to the indemnified;



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NOW **THIS BOND OF INDEMNITY WITNESSTH** that the(name of the **indemnifier**) **guarantee** and agree at all times to save and defend and keep harmless the Indemnified BNPM, their successors and assigns and keep indemnified BNPM from and against all claims, demands, actions, proceedings, losses, damages, judgements, costs, charges and expenses which may be brought against BNPM or commenced against BNPM and which BNPM may have to incur, pay or suffer directly or **indirectly subject to a maximum of 100% of the consultancy charges payable by the BNPM** on account of or in connection with the following:-

- 1) Any type of negligence or non- compliance of or deviation from rules and regulations or in respect of the faulty design and specifications of the faulty including all trades suggested by the (name of the indemnifier), at any stage during consultancy or thereafter. In such event, BNPM shall not be held responsible.
- 2) Any damage to the Paper Mill facility due to faulty design, substandard technique(s) or any other reasons whatsoever.
- 3) At any time during the period of consultancy, it is found that the design or execution is not carried out in accordance with the plan and design approved by BNPM for allowing setting up of Paper Mill, or it is subsequently detected that any paper/ document submitted by the (name of the indemnifier) is / are false or has not been issued by the concerned competent authority, or execution is at variance with the guidelines and instructions issued thereof. In such event, BNPM shall have the right to suspend the consultancy and direct the(name of the indemnifier) to remedy the defects failing which money deposited with BNPM shall be forfeited and legal action will be initiated by BNPM.
- 4) Non-compliance/ non-adherence to the indemnification to BNPM with regard to any damage, expense, liability, loss or claim which BNPM might incur, sustain or be subject to arising from any breach of the(name of the indemnifier) design responsibility (including technical and automation design) till completion of **10 years after stabilization** of the Paper Mill facility by the(name of the indemnifier) of the requirements of the NBCI, relevant



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IS Codes, technical standards, laws, designs including structural designs any inadequacy, insufficiency, impracticality or unsuitability in or of BNPM's requirements or any part thereof and failure to fulfil their responsibility in respect of the suitability, adequacy, integrity, durability and practicality of the BNPM's proposal. In such event, the consultant shall take into account, address or rectify such inadequacy, insufficiency, impracticality or unsuitability at the (name of the indemnifier) own cost.

IN WITNESS WHERE OF, this Bond of indemnity is executed onat (Place) in the presence of the following witnesses.

SIGNED AND DELIVERED

..... (name of the indemnifier)

Witnesses:

1. Name and (full address)
2. Name and (full address)

