

OPEN TENDER ENQUIRY (OTE): e-TENDER: BNPM/OTE/PMS/ 0566/2021-22
PERFORMANCE MANAGEMENT SYSTEM AND ANNUAL PROPERTY RETURN SOFTWARE PACKAGE

OPEN TENDER ENQUIRY (OTE)
(e-tender)
Standard Bidding Document (SBD)

Procurement of Goods & Services

BANK NOTE PAPER MILL INDIA PRIVATE LIMITED
Administrative Building,
Gate 1, Paper Mill Compound
Note Mudran Nagar, Mysuru 570003
Phone: 0821-2401 144, FAX: 0821- 2401120

Website: www.bnpmindia.com; Email: scm.tender@bnpmindia.com

Not Transferable
Security Classification: Non-security

PRE-BID MEETING - 23.12.2021 @ 1100 Hrs. through VC

TENDER DOCUMENT FOR PERFORMANCE MANAGEMENT SYSTEM AND ANNUAL PROPERTY RETURN SOFTWARE PACKAGE WITH ONE YEAR OF AMC SUPPORT AT BNPM PLANT, MYSURU.

e-Tender No. BNPM/OTE/PMS/0566/2021-22, Dated 09.12.2021

This tender document contains 110 pages

The tender document is sold to:

M/s.

Address _____

Details of Contact person in BNPMIPL regarding this tender:

Address: Bank Note Paper Mill India Private Limited
Administrative Building
Gate 1, Paper Mill Compound
Note Mudran Nagar, Mysuru - 570 003
Telephone No. 0821 - 2401 111

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SECTION I – NOTICE INVITING TENDER

OPEN TENDER ENQUIRY (OTE) Standard Bidding Document (SBD)

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e-Tender No. BNPM/OTE/ PMS/0566/2021-22 Dated 09.12.2021

1. E-tenders are invited from eligible and qualified tenderers for supply of following goods & services:

Schedule No.	Brief Description of Goods / Services	Tentative Quantity (with unit)	**Earnest Money Deposit (Rs.)	Remarks
1	Development, Implementation & Maintenance of BNPM Performance Management System (PMS) portal including Annual Property Returns module	As per list of requirements	Not Applicable (Bid Security declaration as per Annexure C is to be submitted)	Refer Section – VII for Scope of work
2	AMC Support after Go-Live for one year	1 Year		

Type of Tender (Two Bid / PQB / EOI / RC / Development / Indigenization / Disposal of Scrap / Security item etc.	Two Bid System (Part-I Techno-commercial bid & Part-II Financial/Price Bid)
Date of Sale of tender documents	From 09.12.2021 to 30.12.2021 (Online)
Tender Processing Fee	Rs. 1,000/- + taxes as applicable (online)
Bid submission mode	Online Through e-tendering portal www.tenderwizard.com/BNP .
Closing date and time for receipt of tenders	30.12.2021 up to 12:00 Hours. (online)

SECTION I – NOTICE INVITING TENDER

1. Interested tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website www.tenderwizard.com/BNP mentioned above for further details.
2. Aspiring Bidders/Contractors who have not registered in e-tendering should register through the website E - Tendering (www.tenderwizard.com/BNP) for participating in the Online Tenders. The registration charges will be Rs. 1,000/- plus applicable taxes (per year) which needs to be paid through electronic mode only.
3. For details, registration and e-payment, please visit e-tendering website www.tenderwizard.com/BNP or contact Helpdesk at **8951906455**.
4. The NIT Form with standard tender documents will be accessible in the e-Tendering website (viz www.tenderwizard.com/BNP).
5. Class III Digital Signature Certificate (DSC) is mandatory to participate in e-Tenders. Participating bidders/Contractors have to make sure that they have the valid DSC. If not, they can procure from any of the RAs approved by CCA.
6. Bidders/Contractors should upload and attach all the Scanned copies of technical documents/certificates in e-tendering website www.tenderwizard.com/BNP pertaining to their eligibility criteria mentioned in the NIT, failing which, the bid will not be considered.
7. The tenderer shall satisfy BNPMIPL that they are competent and authorized to submit tender and/or to enter into a legally binding contract with the BNPMIPL. To this effect, any person giving a tender shall render documentary evidence that his signature on the tender submitted by him is legally binding upon himself, his firm or company as the case may be.
8. For those tenderers whose technical bids do not satisfy the eligibility criteria, their financial Bids will not be opened.
9. In the event of any of the above mentioned dates being declared as a holiday/ closed day for the purchase organization, the tenders will be sold / received / opened on the next working day at the appointed time.
10. The tender documents are not transferable.
11. BNPMIPL reserves the right to reject any or all the applied bids without assigning any reason whatsoever. The tender can be rejected on national security grounds.

Yours faithfully,

For and on behalf of BNPMIPL

Assistant General Manager

IMPORTANT POINTS AT A GLANCE FOR TENDERERS

1. Tenders are to be uploaded on e-tendering portal www.tenderwizard.com/BNP only in Two part bid system.
 - i) **Part-I - Prequalification Bid & Techno-commercial Bid:** Scanned copy of supporting documents related to eligibility criteria, Tax related documents etc (As mentioned in Sec – IX , Qualification / Eligibility Criteria). along with all sections of this tender (except section – XI, Price Schedule , which has to be submitted as mentioned in Sl.No.ii below) duly signed & stamped by authorised person in each & every page. (To be submitted through E-portal only)
 - ii) **Part II – Price Bid:**
Price shall be furnished through e-portal only.
Price should be submitted only as per the price bid format provided in the tender, price bid submitted in any other format will be liable for rejection.
2. **Completion schedule:** Refer LOR (Sec – VI)
3. **Security Deposit / Performance Security:** Successful bidder shall submit 3% of the total order value as Security Deposit/ Performance Security in form of PBG to BNPMIPL within 21 days of issue of LOI. PBG should be valid for 60 days (claim period) after the successful implementation of PMS, APR and successful completion of annual maintenance contract.
After submission & confirmation of PBG from respective Bank contract agreement shall be signed. For extension of contract period (if any) against satisfactory performance PBG is to be extended accordingly with applicable amount.

Security Deposit / Performance Security will be forfeited if the successful tenderer fails to execute the assigned order as per the requirement of company.
4. **Liquidated damage:** A sum equivalent to 0.5% of the delivered price of the delayed service completion for each week of delay until completion of work, subject to a maximum deduction of the 10% of the delayed service's contract price.
5. Performance of the bidder in executing the previous contracts/orders of BNPMIPL shall be taken into account during technical evaluation. The bids of the tenderers who were unsuccessful in completing the previous orders of BNPMIPL without any valid reason are liable to be ignored /rejected.
6. Parties who have been black listed /debarred by BNPMIPL/BRBNMPL/SPMCIL or any PSU or any Government Departments are not eligible for submission of this tender.
7. Bidder may visit BNPMIPL, before submitting the offer after taking due permission for visiting to understand the requirements. For visiting BNPM, Mysore plant prior permission is to be taken by prospective bidders from competent authority at BNPM, Mysore and to be visited with RT PCR negative report (not older than 72 hours) accordingly. Email may be send at scm.tender@bnpmindia.com in this regard.
8. Copies of Certificates / Documents related to GST Registration, PAN and Professional Tax Registration Certificate etc. to be provided along with the Bid.
9. No counter conditions shall be accepted.
10. Bidders are advised to write the page number on each page of the Technical Bid documents submitted.

SECTION II – GENERAL INSTRUCTIONS TO TENDERERS

Section II: General Instructions to Tenderers (GIT)

PART 1: GENERAL INSTRUCTIONS APPLICABLE TO ALL TYPES OF TENDERS

A. PREAMBLE

1. Introduction

1.1. Definitions and abbreviations which have been used in these documents shall have the meanings as indicated in GCC.

1.2. For convenience, whole of this Standard Bidding Document (including all sections) is written with reference to Procurement of Goods Tenders. However this SBD would be utilized for all types of Tenders e.g. EOI, PQB, Rate Contract, Tenders involving Samples, Sale/Disposal of Scrap Material and Development/ indigenization etc., Procurement of Services etc. Therefore the construction of all clauses are to be interpreted in the context of particular type of tender beyond the letter of the clause, read with the additional clauses for the specific type of tenders in Part II GIT/GCC. Sections, which are not applicable have been marked as Not Applicable

1.3. These tender documents have been issued for the requirements mentioned in Section- VI - "List of Requirements", which also indicates, inter-alia, the required delivery schedule and terms & place (i.e. destination) of delivery.

1.4. This section (Section II - General Instruction to Tenderers" - GIT) provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract. With this limited objective, GIT is not intended to be complete by itself and the rest of this document- SIT, GCC and SCC in particular may also be thoroughly studied before filling up the Tender Document. There would be certain topics covered in GIT/SIT as well as in GCC/ SCC from different perspectives. In case of any conflict between these, provisions of GCC/ SCC would prevail.

1.5. The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.

2. Language of Tender

The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and BNPM, shall be written in the English language, unless otherwise specified in the Tender. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by English translation. For purposes of interpretation of the tender, the English translation shall prevail.

3. Eligible Tenderers

This invitation for tenders is open to all suppliers who fulfil the eligibility criteria specified in these documents. Please refer to Section IX: Qualification/ Eligibility Criteria

4. Eligible Goods and Services

All goods and related services to be supplied under the contract shall have their origin in India or other countries, subject to any restriction imposed in this regard in Section III (SIT). The term "origin" used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

5.

Tendering Expense

The tenderer shall bear all costs and expenditure incurred and/ or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. BNPM will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

B.

TENDER DOCUMENTS

6. Content of Tender Documents

6.1 The tender documents include:

VOLUME I

1. Notice Inviting Tender (NIT)
2. General Instructions to Tenderers (GIT)
3. Special Instructions to Tenderers (SIT)
4. General Conditions of Contract (GCC)
5. Special Conditions of Contract (SCC)
6. List of Requirements – Included in Volume II
7. List Of Approved Vendors
8. Quality Control Requirements
9. Qualification/Eligibility Criteria
10. Tender Form
11. Price Schedule
12. Commercial Questionnaire for indigenous & imported items
13. Bank Guarantee Form for EMD
14. Manufacturer's Authorization Form
15. Bank Guarantee Form for Performance Security
16. Contract Form
17. Letter of Authority for attending a Bid Opening
18. Shipping Arrangements for Liner Cargoes
19. Proforma of Bills for Payments
20. Additional conditions of works contract
21. Application for pre-qualification
22. Proforma for Integrity Pact

6.2

The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested tenderers before formulating the tender and submitting the same to BNPM should read and examine all the terms, conditions, instructions etc. contained in the tender documents. Failure to provide and/ or comply with the required information, instructions etc. incorporated in these tender documents may result in rejection of its tender.

7.

Amendments to Tender Documents

At any time prior to the deadline for submission of tenders, BNPM may, for any reason deemed fit by it, modify the tender documents by issuing suitable amendment(s) to it.

7.2.

Such an amendment will be notified in writing by registered/ speed post or by fax/ telex/ e-mail, followed by copy of the same by suitable recorded post to all prospective tenderers, which have received the tender

SECTION II – GENERAL INSTRUCTIONS TO TENDERERS

- documents and will be binding on them.
- 7.3. In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, BNPM may, at its discretion, extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.
- 8. Pre-Bid Meeting**
If found necessary, a proposal to call for a pre-bid conference may be put-forth in the SIT, for clarification/amendment to Technical specifications/techno-commercial conditions in two bid tender.
- 9. Clarification of Tender Documents**
A Tenderer requiring any clarification or elucidation on any issue of the tender documents may take up the same with BNPM in writing or by fax I e-mail/ telex. BNPM will respond in writing to such request provided the same is received by BNPM not later than twenty one days (unless otherwise specified in the SIT) prior to the prescribed date of submission of tender. Copies of the query and clarification shall be sent to all prospective bidders who have received the bidding documents and/or hosted in its website.
- C. PREPARATION OF TENDERS**
- 10. Documents Comprising the Tender**
- 10.1. The tender to be submitted by Tenderer shall contain the following documents, duly filled in, as required:
- a) Tender Form and Price Schedule along with list of deviations (ref Clause 19.4) from the clauses of this SBD, if any.
 - b) Documentary evidence, as necessary in terms of GIT clauses 3 and 16 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
 - c) Documents and relevant details to establish in accordance with GIT clause 17 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the tender documents along with list of deviations if any (ref clause 17.3 of GIT).
 - d) Earnest money furnished in accordance with GIT clause 18.1.
 - e) Commercial questionnaire for indigenous & imported items in Volume I.
 - f) Manufacturer's Authorization Form (ref Section XIV, if applicable)
- NB: The tenderers may also enclose in their tenders, technical literature and other documents as and if considered necessary by them.
- 10.2. A tender, that does not fulfil any of the above requirements and/ or gives evasive information/ reply against any such requirement, shall be liable to be ignored and rejected.
- 10.3. Tender sent by fax/email/ telex/ cable shall be ignored.
- 11. Tender currencies**
- 11.1. Unless otherwise specified, the tenderer shall quote only in Indian rupees.
- 11.2. Where the tender condition specifies acceptance of quotations in different currencies, then, for domestic goods, prices shall be quoted in INR only and for imported goods, prices shall be quoted either in INR or in the currency stipulated in the SIT, mentioning, inter-alia, the exchange rate adopted for converting foreign currency into INR. As regards price(s) for allied services, if any, required with the goods, the same shall be quoted in Indian Rupees if such services are to be performed I undertaken in India.
- Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and quoted in INR only.
- 11.3. Tenders, where prices are quoted in any other way shall be treated as unresponsive and rejected.
- 12. Tender Prices**
- 12.1. The Tenderer shall indicate on the Price Schedule provided under Volume I all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified accordingly by the tenderer.
- 12.2. If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.
- 12.3. The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Volume I.
- 12.4. While filling up the columns of the price schedule, the following aspects should be noted for compliance:
- 12.5. For goods offered from within India, the prices in the corresponding price schedule shall be entered separately in the following manner:
- a) The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off- the-shelf, as applicable including all taxes and duties like sales tax, VAT, custom duty, excise duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc.
 - b) Any taxes/duties including excise duty, which will be payable on the goods in India if the contract is awarded.
 - c) Charges towards inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and
 - d) The price of incidental services, as and if mentioned in List of Requirements.
- 12.6. For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:
- a) The price of goods quoted FAS/FOB port of shipment, CIF port of entry in India or CIF specified place of destination in India as indicated the List of Requirements.
 - b) The amount of custom duty and import duty on the goods to be imported, wherever applicable.
 - c) The charges for inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination, as specified in the List of Requirements and
 - d) The charges for incidental services, as and if mentioned in the List of Requirements.
- 12.7. Additional information and instruction on Duties and Taxes: If the Tenderer desires to ask for excise duty, sales tax, custom duty etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.
- 12.8. Excise Duty:
- a) If reimbursement of excise duty intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.
 - b) If a Tenderer chooses to quote a price inclusive of

SECTION II – GENERAL INSTRUCTIONS TO TENDERERS

- excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in statutory variations being denied to the tenderer.
- c) Subject to sub clauses 12.8 (a) & (b) above, any change in excise duty upward/ Downward as a result of any statutory variation in excise duty taking place within original Delivery Period shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to BNPM by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.
- 12.9. Sales Tax/ VAT/ CST/ GST/ Service Tax, work Contract Tax
If a tenderer asks for sales tax/ VAT/ CST/ GST/ Service Tax/ Work Contract Tax to be paid extra, the rate and nature of such taxes applicable should be shown separately. Such taxes will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to such taxes and is payable as per the terms of the contract. The tenderer shall examine the nature of transactions and applicability of taxes and duties.
- 12.10. Wherever Value Added Tax is applicable, the following may be noted:
a) The tenderer should quote the exact percentage of VAT that they will be charging extra.
b) While quoting the rates, tenderer should pass on (by way of reduction in prices) the set off/input tax credit that would become available to them by switching over to the system of VAT from the existing system of sales tax, duly stating the quantum of such credit per unit of the item quoted for.
c) The tenderer while quoting for tenders should give the following declaration:
"We agree to pass on such additional set off/input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final product on the date of supply under the VAT scheme by way of reduction in price and advise the purchaser accordingly."
d) The supplier while claiming the payment shall furnish the following certificate to the paying authorities: "We hereby declare that additional set offs/input tax credit to the tune of Rs.....has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted.
- 12.11. Octroi and Local Taxes:
Unless otherwise stated in the SIT, the goods supplied against contracts placed by BNPM are not exempted from levy of Town Duty, Octroi Duty, Terminal Tax and other Levies of local bodies. In such cases, the supplier should make the payment to avoid delay in supplies and forward the receipt of the same to the purchasing department for reimbursement and also, for further necessary action. In cases where exemption is available, suppliers should obtain the exemption certificate from the purchasing department to avoid payment of such levies and taxes.
- 12.12. Duties/ Taxes on Raw Materials
BNPM is not liable for any claim from the supplier on account of fresh imposition and/or increase (including statutory increase) of excise duty, custom duty, sales tax etc. on raw materials and/or components used directly in the manufacture of the contracted goods taking place during the pendency of the contract, unless such liability is specifically agreed to in terms of the contract.
- 12.13. Imported Stores not liable to Above-mentioned Taxes and Duties:
- Above mentioned Taxes and Duties are not leviable on imported Goods and hence would not be reimbursed.
- 12.14. Customs Duty:
In respect of imported stores offered from abroad, the tenderer shall specify the rate as well as the total amount of customs duty payable. The tenderer shall also indicate the corresponding Indian Customs Tariff Number applicable for the goods in question.
- 12.14.1. For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 11 shall be followed.
- 12.14.2. For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 12 shall be followed.
- 12.14.3. Unless otherwise specifically indicated in this tender document, the terms FOB, FAS, CIF etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris
- 12.14.4. The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 12) is for the purpose of comparison of the tenders by BNPM and will no way restrict BNPM's right to award the contract on the selected tenderer on any of the terms offered.
13. **Indian Agent**
If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, in a manner described under GIT sub clause 11.2 above, shall also furnish the following information:
a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
b) The details of the services to be rendered by the agent for the subject requirement.
One manufacturer can authorize only one agent/Dealer. Also one agent cannot represent more than one supplier or quote on their behalf in a particular tender enquiry. Such quote is likely to be rejected. There can be only one bid from
i.) The principal manufacturer directly or one Indian agent on his behalf.
ii.) The foreign principal or any of its branch/ division
iii.) Indian/ Foreign Agent on behalf of only one Principal.
14. **Firm Price/Variable Price**
14.1. Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
14.2. In case the tender documents require offers on variable price basis, the price quoted by the tenderers will be subject to adjustment during original Delivery Period to take care of the changes in the cost of labour and material components in accordance with the price variation formula to be specified in the SIT. If a tenderer submits firm price quotation against the requirement of variable price quotation that tender will be prima-facie acceptable and considered further, taking price variation asked for by the tenderer as zero.
14.3. However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 12 will apply for both firm price tender and variable price tender.
14.4. Subject to provisions of Clause 11 above, where prices are quoted in foreign currencies, involving imports - Foreign Exchange Rate Variation (ERV) would be borne by the Purchaser within the original Delivery Period. The offer of the Tenderer should indicate import content and the currency used for calculating import content.
14.5. Base Exchange rate of each major currency used for calculating FE content of the contract should be indicated. The base date of ERV would be contract date and variation on the base date can be given up to the midpoint manufacture, unless firm has already indicated the time schedule within which material will be imported by the firm.
14.6. In case delivery period is refixed/ extended, ERV will not be

SECTION II – GENERAL INSTRUCTIONS TO TENDERERS

- admissible, if this is due to default of the supplier.
- 14.7. Documents for claiming ERV:
- a) A bill of ERV claim enclosing working sheet 18.2.
 - b) Banker's Certificate/debit advice detailing F.E. paid and exchange rate 18.3.
 - c) Copies of import order placed on supplier
 - d) Invoice of supplier for the relevant import order
- 15. Alternative Tenders**
- Unless otherwise specified in the Schedule of Requirements, alternative tenders shall not be considered. 18.4.
- 16. Documents Establishing Tenderer's Eligibility and Qualifications**
- 16.1. Pursuant to GIT clause 10, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted. 18.5.
- 16.2. The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements: 18.6.
- a) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorized by the goods manufacturer to quote for and supply the goods to BNPM. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Volume I in this document.
 - b) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further it meets the qualification criteria incorporated in the Volume I in these documents.
 - c) In case the tenderer is not doing business in India, It is/will be duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/ or technical specifications.
 - d) In case the tenderer is an Indian agent quoting on behalf of a foreign manufacturer, the Indian agent is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance. Govt. of India operated through Directorate General of Supplies & Disposals (DGS&D), New Delhi.
- 18.7. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The successful tenderer's earnest money will be forfeited if it fails to furnish the required performance security within the specified period.
- 19. Tender Validity**
- 19.1. If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 90 days (Ninety days) in case of single bid tender system and 120 days in case of two-bid system after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 19.2. In exceptional cases, the tenderers may be requested by BNPM to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/email/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly.
- 19.3. In case the day up to which the tenders are to remain valid falls on/subsequently declared a holiday or closed day for BNPM, the tender validity shall automatically be extended up to the next working day.
- 19.4. Compliance with the Clauses of this Tender Document: Tenderer must comply with all the clauses of this Tender Document. In case there are any deviations, these should be listed in a chart form without any ambiguity along with justification.
- 20. Signing and Sealing of Tender**
- 20.1. An authenticated copy of the document which authorizes the signatory to commit on behalf of the firm shall accompany the offer. The individual signing the tender or any other documents connected therewith should clearly indicate his full name and designation and also specify whether he is signing,
- a) As Sole Proprietor of the concern or as attorney of the Sole Proprietor;
 - b) As Partner (s) of the firm;
 - c) As Director, Manager or Secretary in case the of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.
- 20.2. The authorized signatory of the tenderer must sign the tender at appropriate places and initial the remaining pages of the tender.
- 20.3. The tenderers shall submit their tenders as per the instructions contained in GIT Clause 10.
- 20.4. Unless otherwise mentioned in the SIT, a tenderer shall submit two copies of its tender marking them as "Original and
17. **Documents establishing good's Conformity to Tender document**
- 17.1. The tenderer shall provide in its tender the required as well as the relevant documents like technical data. Literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by BNPM in the tender documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by BNPM in the tender documents to establish technical responsiveness of the goods and services offered in its tender.
- 17.2. In case there is any variation and/ or deviation between the goods & services prescribed by BNPM and that offered by the tenderer, the tenderer shall list out the same in "Schedule of deviations from Technical specifications" in Volume I of the tender without ambiguity along with justification.
- 17.3. If a tenderer furnishes wrong and/ or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to BNPM in this regard.
- 18. Earnest Money Deposit (EMD)**
- 18.1. Pursuant to GIT clause 10.1(d) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements/NIT Clause I. The earnest money is required to protect BNPM against the risk of the

SECTION II – GENERAL INSTRUCTIONS TO TENDERERS

- "Duplicate".
- 20.5. The original and other copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- 20.6. All the copies of the tender shall be duly signed at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.
- 20.7. The tenderer is to seal the original and each copy of the tender in separate envelopes, duly marking the same as "Original", "Duplicate" and so on and writing the address of BNPM and the tender reference number on the envelopes. The sentence "NOT TO BE OPENED before (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, BNPM will not assume any responsibility for its misplacement, premature opening, late opening etc.
- 20.8. For purchasing capital equipment, high value plant, machinery etc. of complex and technical nature, tender document will seek quotation in two parts (Two Bid System)- first part containing the relevant technical details of the equipment/machinery etc., and in the second part, price quotation along with other allied issues. First part will be known as 'Technical Bid', and the second part 'Financial bid'. Tenderer shall seal separately 'Technical Bid' and 'Financial bid' and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and evaluation would be done as described in clause 25.24.4 below. Further details would be given in SIT, if considered necessary.
- 20.9. If permitted in the SIT, the tenderer may submit its tender through a-tendering procedure.

D. Submission of Tenders

21. Submission of Tenders

- 21.1. Unless otherwise specified, the tenderers are to deposit the tenders in the tender box kept for this purpose at a place as indicated in para 1 of NIT. In case of bulky tender, which cannot be put into tender box, the same shall be submitted by the tenderer by hand to the designated officers of BNPM, as indicated in clause 1 of NIT. The officer receiving the tender will give the tenderer an official receipt duly signed with date and time.
- 21.2. The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. In the event of the specified date for submission of tender falls on/is subsequently declared a holiday or closed day for BNPM, the tenders will be received up to the appointed time on the next working day.

22. Late Tender

A tender, which is received after the specified date and time for receipt of tenders will be treated as "late" tender and will be ignored.

23. Alteration and Withdrawal of Tender

- 23.1. The tenderer, after submitting its tender, is permitted to alter/modify its tender so long as such alterations/modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations/modifications to tenders received after the prescribed deadline will not be considered.
- 23.2. No tender should be withdrawn after the dead line for submission of tender and before expiry of the tender

validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender besides other sanctions by BNPM.

TENDER OPENING

Opening of Tenders

24. The tenders will be opened at the specified date and time and at the specified place as indicated in clause 1 of NIT. In case the specified date of tender opening falls on/is subsequently declared a holiday or closed day for BNPM, the tenders will be opened at the appointed time and place on the next working day.
- 24.1. Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening, provided they bring with them letters of authority as per the format in Volume I of the corresponding tenderers. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.
- 24.2. During the tender opening, the tender opening official(s) will read the salient features of the tenders like description of the goods offered, price, special discount if any, delivery period, whether earnest money furnished or not and any other special features of the tenders, as deemed fit by the tender opening official(s).
- 24.3. In-case of two bid system mentioned in clause 20.8 above, the technical bids are to be opened in the first instance, at the prescribed time and date. These bids shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the tender document. Thereafter, in the second stage, the financial bids of only the technically acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation. Other financial bids would be returned unopened to the respective bidders under Registered AD/ Reliable Courier or any other mode with proof of delivery.
- 24.4.

F. SCRUTINY AND EVALUATION OF TENDERS

25. Basic Principle

Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

26. Preliminary Scrutiny of Tenders

- 26.1. The tenders will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender document. The tenders, that do not meet the basic requirements, are liable to be treated as unresponsive and ignored.
- 26.2. The following are some of the important aspects, for which a tender may be declared unresponsive and ignored;
- a) Tender is unsigned.
 - b) Tenderer is not eligible.
 - c) Tender validity is shorter than the required period.
 - d) Required EMD has not been provided.
 - e) Tenderer has quoted for goods manufactured by a different firm without the required authority letter from that manufacturer.
 - f) Tenderer has not agreed to give the required performance security.
 - g) Goods offered are not meeting the required specification etc.
 - h) Tenderer has not agreed to essential condition(s) specially incorporated in the tender enquiry.
 - i) Against a schedule in the List of Requirement (incorporated in the tender Enquiry), the Tenderer has not quoted for the entire requirement as specified in that

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schedule. (Example: In a schedule, it has been stipulated that the Tenderer will supply the equipment, install and commission it and also train BNPM's operators for operating the equipment. The Tenderer has however, quoted only for supply of the equipment).

27. **Minor Infirmary/Irregularity/ Non-Conformity**

If during the preliminary examination, BNPM find any minor infirmity and/ or irregularity and/ or non-conformity in a tender, BNPM may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, BNPM will convey its observation on such 'minor' issues to the tenderer by registered/ speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

28. **Discrepancy in Prices**

- 28.1. If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless BNPM feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 28.2. If there is an error in a total price, which has been worked out through addition and/ or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- 28.3. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 28.1 and 28.2 above.
- 28.4. If, as per the judgment of BNPM, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered/speed post. If the tenderer does not agree to the observation of BNPM, the tender is liable to be ignored.

29. **Discrepancy between original and copies of Tender**

In case any discrepancy is observed between the text etc. of the original copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail. Here also, BNPM will convey its observation suitably to the tenderer by register/speed post and, if the tenderer does not accept BNPM's observation, that tender will be liable to be ignored.

30. **Clarification of Bids**

During evaluation and comparison of bids, purchaser may, at its discretion ask the bidder for clarification of its bid. The clarification should be received within 7 days from the bidder from date of receipt of such request. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

31. **Qualification/ Eligibility Criteria**

Tenders of the tenderers, who do not meet the required qualification/ eligibility criteria prescribed in Section IX, will be treated as unresponsive and will not be considered further.

32. **Conversion of tender currencies to Indian Rupees**

In case the tender document permits the tenderers to quote their prices in different currencies, all such quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the B.C. selling exchange rates established by the State Bank of India for similar transactions, as on the date of tender opening.

33. **Schedule-wise Evaluation**

In case the List of Requirements contains more than one schedule, the responsive tenders will be evaluated and compared separately for each schedule. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender. However, as already mentioned in GIT sub clause 12.2, tenderers have the option to quote for any one or more schedules and offer discounts for combined schedules. Such discounts, wherever applicable, will be taken into account to determine the tender or combination of tenders offering the lowest evaluated cost for BNPM in deciding the successful tenderer for each schedule, subject to that tenderer(s) being responsive.

34. **Comparison on CIF Destination Basis**

Unless mentioned otherwise in Volume I - Special Instructions to Tenderers and List of Requirements, the comparison of the responsive tenders shall be on CIF destination basis, duly delivered, commissioned, etc. as the case may be.

35. **Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders.**

Further to GIT Clause 33 above, BNPM's evaluation of a tender will include and take into account the following:

- a) In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
- b) In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.

35.2. BNPM's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.

35.3. As per policies of the Government from time to time, the purchaser reserves its option to give price preference to Small Scale Industries in comparison to the large scale Industries. This price preference cannot however be taken for granted and every endeavour need to be made by such firms to bring down cost and achieve competitiveness.

35.4. If the tenders have been invited on variable price basis, the tenders will be evaluated, compared and ranked on the basis of the position as prevailing on the day of tender opening and not on the basis of any future date.

36. **Tenderer's capability to perform the contract**

36.1. BNPM, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.

36.2. The above mentioned determination will, inter-alia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of BNPM as incorporated in the tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by BNPM.

37. **Cartel Formation (Pool Rates)**

Cartel formation or quotation of Pool/ Co-ordinated rates, leading to "Appreciable Adverse Effect on Competition" (AAEC) as identified in Competition Act, 2002, as amended by Competition (Amendment) Act, 2007, would be considered as a serious misdemeanour and would be dealt accordingly as per Clause 44 below.

38. **Negotiations**

Normally there would be no price negotiations. But BNPM reserves its right to negotiate with the lowest acceptable

SECTION II – GENERAL INSTRUCTIONS TO TENDERERS

bidder (L1), who is technically cleared /approved for supply of bulk quantity and on whom the contract would have been placed but for the decision to negotiate, under special circumstances in accordance with prevailing guidelines.

39. **Contacting BNPM**

39.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact BNPM for any reason relating to this tender enquiry and/or its tender it should do so only in writing.

39.2 It will be treated as a serious misdemeanour in case a tenderer attempts to influence BNPM's decision on scrutiny, comparison, evaluation and award of the contracts. In such a case the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by BNPM, in terms of clause 44 of GIT.

G. **Award Of Contract**

40. BNPM reserves the right to accept any Tender and to reject any or all Tenders. BNPM also reserves the right to accept in part or in full any tender or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

41. **Award Criteria**

Subject to GIT clause 36 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by BNPM in terms of GIT Clause 34.

42. **Variation of Quantities at the Time of Award**

No variation of quantities at the time of awarding the contract.

43. **Parallel Contracts**

BNPM reserves its right to conclude Parallel contracts with more than one bidder (for the same tender). If this is foreseen at the time of Tendering, a clause would be included in SIT giving further details.

44. **Serious Misdemeanours**

44.1 Following would be considered serious misdemeanours:

- a) Submission of misleading/ false/ fraudulent information/ documents by the bidder in their bid
- b) Submission of fraudulent / un-encashable Financial Instruments stipulated under Tender or Contract Condition.
- c) Violation of Code of Ethics laid down in Clause 32 of the GCC.
- d) Cartel formation or quotation of Pool/ Co-ordinated rates leading to "Appreciable Adverse Effect on Competition" (AAEC) as identified under the Competition Act, 2002.
- e) Deliberate attempts to pass off inferior goods or short quantities.
- f) Violation of Fall Clause by Rate Contract holding Firms.
- g) Attempts to influence BNPM's Decisions on scrutiny, comparison, evaluation and award of Tender.

44.2 Besides, suitable administrative actions, like rejecting the offers or delisting of registered firms, BNPM would ban/blacklist Tenderers committing such misdemeanour, including declaring them ineligible to be awarded BNPM contracts for indefinite or for a stated period.

45. **Notification of Award**

45.1 Before expiry of the tender validity period, BNPM will notify the successful tenderer(s) in writing, by registered/speed post or by fax/email I telex/ cable (to be confirmed by registered/speed post that its tender for goods & services, which have been selected by BNPM, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the

goods & services and corresponding prices accepted. The successful tenderer must furnish to BNPM the required performance security within twenty one days from the date of this notification. Relevant details about the performance security have been provided under GCC Clause 6 under Section IV.

The notification of award shall constitute the conclusion of the contract.

46. **Issue of Contract**

46.1 Within seven working days of receipt of performance security, BNPM will send the contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.

46.2 Within seven days from the date of issue of the contract, the successful tenderer will return the original copy of the contract, duly signed and dated, to BNPM by registered / speed post.

47. **Non-receipt of Performance Security and Contract by BNPM**

Failure of the successful tenderer in providing performance security within 21 days of receipt of notification of award and/or returning contract copy duly signed in terms of GIT clauses 45 and 46 above shall make the tenderer liable for forfeiture of its EMD and, also for further sanctions by BNPM against it.

48. **Return of EMD**

Earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of GIT Clause 18.6.

49. **Publication of Tender Result**

The name and address of the successful tenderer(s) receiving the contract(s) will be mentioned in the web site of BNPM.

PART II: ADDITIONAL GENERAL INSTRUCTIONS APPLICABLE TO SPECIFIC TYPES OF TENDERS

50. **Rate Contract Tenders**

50.1 In addition to GIT in Part I above, following GIT will be applicable to rate contract Tenders:

- a) Earnest Money Deposit (EMD) is not applicable.
- b) In the Schedule of Requirement, no commitment of quantity is mentioned: only the anticipated requirement is mentioned without any commitment.
- c) BNPM reserves the right to conclude more than one rate contract for the same item.
- d) Unless otherwise specified in SIT, the currency of a Rate Contract would normally be for one year.
- e) During the currency of the Rate Contract, BNPM may withdraw the rate contract by serving suitable notice. The prescribed notice period is generally thirty days.
- f) During the currency of the Rate Contract, BNPM would have the option to renegotiate the price with the rate contract holders.
- g) During the currency of the Rate Contract, in case of emergency, BNPM may purchase the same item through ad hoc contract with a new supplier.
- h) Usually, the terms of delivery in rate contracts are FOR dispatching station.
- i) Supply orders, incorporating definite quantity of goods to be supplied along with all other required conditions following the rate contract terms, will be issued by nominated Direct Demanding Officers (DDO) for obtaining supplies through the rate contract.
- j) BNPM is entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will be affected beyond the validity period of the rate contract, all such supply will be guided by the terms & conditions of the rate contract.
- k) The rate contract will be guided by "Fall Clause" as described below.

50.2 **Fall Clause**

If the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods, following conditions of sale similar to those of the rate contract, at a price lower than

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the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly. Any violation of the fall clause would be considered a serious misdemeanour under clause 44 of the GIT and action, as appropriate, would be taken as per provision of that clause.

- 50.3 Performance Security
Value of Performance Security would be stipulated in the SIT. Performance Security shall, however, not be demanded again in the individual supply orders issued subsequently against rate contracts.

- 50.4 Renewal of Rate Contracts
In case, it is not possible to conclude new rate contracts before the expiry of existing ones, due to some special reasons, the existing rate contracts would be extended with same terms, conditions etc. for a suitable period, with the consent of the rate contract holders. Rate contracts of the firms, who do not agree to such extension, will be left out. Period of such extension would generally not be more than three months.

51. Prequalification Bidding

- 51.1 Prequalification bidding is for short-listing of qualified Bidders who fulfil the Prequalification criteria as laid down in SIT or in Volume I of SBD - "Qualification Criteria" for procurement of Goods or Services as listed in Section VI of SBD - "List of Requirements". Shortlisted Bidders would be informed of their qualification and short listing in accordance with the stipulations laid down in the SIT. Unless otherwise stipulated in the SIT the PQB short listing would be valid only till the next procurement tender. Further conditions will be elaborated in the SIT.

- 51.2 If stipulated in the SIT, only these shortlisted qualified bidders would be invited to participate in the Procurement process. Otherwise SIT may also indicate that instead of floating a separate PQB tender, it may be combined with the Procurement Tender, as a three bid tender. Initially the first Packet containing PQB would be opened and evaluation would be done. Thereafter the rest of tender would be handled as a two bid system for only those bidders who succeed in PQB.

52. Tenders involving Samples- NOT APPLICABLE

- 52.1 Normally no sample would be called along with the offer for evaluation.

- 52.2 Purchaser's Samples:
If indicated in the SIT, A Purchaser's sample may be displayed to indicate required characteristics over and above the Specifications for perusal of the bidders Name and Designation of the Custodian, Place, Dates and Time of inspection of Purchaser's sample will be indicated in the SIT. The supplies in the contract will have to meet the indicated required characteristics for which the Purchaser's sample was displayed, besides meeting the specification listed in "Technical Specifications" of the Tender. He would be issued a sealed Purchaser's sample for the purpose at the time of award of the contract.

- 52.3 Pre-Production Samples:
If stipulated in SIT, successful contractor would be required to submit a Pre-Production sample(s) to the Inspecting Officer/ or the nominated authority mentioned in the contract within the time specified therein. If the Contractor is unable to do so, he must apply immediately to the Office issuing the acceptance of tender for extension of time stating the reasons for the delay. If the Purchaser is satisfied that a reasonable ground for an extension of time exists, he may allow such additional time as he considers to be justified (and his decision shall be final) with or without alteration in the delivery period stipulated in the contract and on such conditions as he deems fit. In the event of the failure of the Contractor to deliver the pre-production sample by the date specified in the acceptance of tender or

any other date to which the time may be extended as aforesaid by the Purchaser or of the rejection of the sample, the Purchaser shall be entitled to cancel the contract and, if so desired, purchase or authorize the purchase of the stores at the risk and cost of the Contractor (unless specified otherwise in the SIT). In such an event, in case of Security Items where urgency develops due to such delays, BNPM reserves its right to procure not more than one year's requirement against this "Risk & Cost" tender from existing pre-qualified and security cleared firms. Bulk production and supply will only be allowed if this sample(s) pass the Tests laid down in the "Quality Control Requirements" of Volume I.

- 52.4 Testing of Samples

Tests, procedures and testing laboratories for testing samples would be detailed in the Section VIII- "Quality Control Requirements" in the SBD.

- 52.5 Validation/ Prolonged Trials

If specified in SIT or in the Section VIII- "Quality Control Requirements" in the SBD, pre-production samples may have to undergo validation or extended trial before their performance can be declared satisfactory.

- 52.6 Parameters Settings and duration of Validation Tests would be indicated in Volume I - "Quality Control Requirements". It would also stipulate the period or event marking end of validation trials. It would also be indicated therein whether the Permission to start bulk production will have to wait full validation or it can go on in parallel.

53. Expression of Interest (EOI) Tenders: NOT APPLICABLE

- 53.1 EOI tenders are floated for short listing firms who are willing and qualified for: -

- a) Registration of Vendors for Supply of particular Stores or certain categories of Stores.
- b) Development of new items or indigenization of Imported stores

- 53.2 The qualification /eligibility criteria required and the format of submission of such Data would be indicated in the "Qualification Criteria" of Volume I.

- 53.3 Objectives and scope of requirement would be indicated in the Section VI - "List of Requirements" in the SBD. Indicative quantity required yearly and its future requirements would also be indicated.

- 53.4 In case of EOI for Development of new Items or for indigenization, prospective firms would be given opportunity to inspect the Machine/ Item at the place of installation at the place, dates and time mentioned in SIT.

- 53.5 In case EOI is for registration of vendors, Registration Fees and validity period of registration would be detailed in the SIT.

- 53.6 Short List of Suppliers: The suppliers shall be evaluated for short listing, inter-alia, based on their past experience of supplying goods in similar context, financial strength, technical capabilities etc. Each supplier will be assigned scores based on weightages assigned to each of the criteria mentioned in the "Qualification Criteria" in Volume I.

- 53.7 If stipulated in the SIT, the Firm's capacity and Capability may be assessed by a nominated Committee or by a third party nominated by BNPM.

- 53.8 All suppliers who secure the minimum required marks (normally 50% unless otherwise specified in the "Qualification Criteria" in Volume I) would be short listed. "Qualification Criteria" may alternatively specify minimum qualifying requirement for each of the criteria i.e. minimum years of experience, minimum number of assignments executed, minimum turnover etc. Under such circumstances, all suppliers who meet the minimum requirement, as specified, will be short listed.

- 53.9 In case of EOI for registration of vendors, registration letters would be issued to the shortlisted tenderers.

- 53.10 In case of EOI for development/ indigenization, these shortlisted tenderers would only be allowed to participate in the subsequent development/ indigenization tenders.

54. Tenders for Disposal of Scrap: NOT APPLICABLE

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54.1 Introduction:

The tender is for Sale of Scrap material lying at various locations. Details of scrap for sale including Description, Present Condition, Lot Size and its Location would be given in the Section VI - "List of Requirements".

54.2 "As Is; Where Is; Whatever Is" Basis of This Sale:

54.2.1 This sale of Scrap is strictly on "As Is; Where Is; Whatever Is" basis. Tenderer must satisfy himself on all matters with regard to quality, quantity; nature of stores etc., before tendering as no complaint or representation of any kind shall be entertained after the sale contract is concluded.

54.2.2 The description of lot in the particulars of sale has been given for the purpose of identification thereof only and the use of such description shall not constitute the sale thereof to be sale by description and no sale shall be invalid by reason of any defect or deviation or variation in any lot or on account of any lot not being exactly described and the purchaser shall not be entitled to claim any damage or compensation whatsoever on account of such fault, error in description, weight or the like.

54.2.3 All quantities of scrap whether by weight or measurement mentioned in the Tender notice are only approximate and should the quantity, on actual weight or measurement basis as the case may be and whenever delivered on such basis, works out less than the advertised and/or projected quantity, the BNPM shall not under any circumstances be liable to make good any such deficiency

54.2.4 BNPM reserves right to increase or decrease the quantity of any item or items or terminate the contract at any stage by giving one week's notice. No claim whatsoever shall lie against the BNPM on account of such termination of the contract or variation in the quantity.

54.2.5 BNPM shall have the right to remove certain items which it feels were not intended for sale but were inadvertently made a part of the scrap material or of the lot offered for sale lying at the premises or were joined or attached to the material offered for sale.

54.2.6 Tenderers desirous of purchasing and participating in the tender must visit the site before submitting the offer, after taking due permission from the concerned Stock Holders. The Tenderers submitting the offers shall be deemed to have visited the site and acquainted themselves thoroughly with materials intended for sale in all respect.

54.2.7 Any person giving offer shall be deemed to have made himself fully conversant with the Terms and Conditions of the Tender Sale, as well as the location and condition of the materials being sold and shall be deemed to have agreed to all the stated terms and conditions herein under.

54.3 Submission of Offer:

54.3.1 Unless specified otherwise in the SIT, tenders shall hold good for acceptance for a minimum period of 90 days (ninety days) from the date of opening of the tenders. The offers of the tenderers shall be irrevocable.

54.3.2 BNPM reserves right to reject any offer without assigning any reason therefore.

54.3.3 Unless otherwise stated in the SIT, the amount of EMD in such tenders would be 5% of the value of the tender. The Earnest Money shall be forfeited if the tenderer unilaterally withdraws, amends, impairs or derogates from his offer in any respect within the period of validity of his offer.

54.3.4 If the offer of the tenderer is not accepted by the BNPM, the Earnest Money deposit made by the tenderer shall be refunded to him. No interest shall be payable on such refunds. The EMD deposited by the successful tenderer shall remain with the BNPM till payment of the security deposit (SO) money, as stipulated in relevant Clause, has been made. It may be adjusted as part of the total SO money at the discretion of the BNPM.

54.3.5 Commercial tax/terminal tax, Octroi, municipal tax or any other taxes/duties etc. whatever in force shall be payable extra by the purchaser as per rules applicable to BNPM. Current and valid PAN and sales/commercial tax registration number wherever applicable must be provided in the Bid of the Tenderer.

54.3.6 All arrangement for lifting and transportation of scrap material, including manpower, crane, transport vehicle and

trolley etc., if required shall be made by the purchaser concerned only and the BNPM shall not provide or help in providing any such arrangements and the rate quoted by the purchaser must include such and all incidental charges. Registered dealers who are exempted from payment of Sales Tax must submit copies of their Registration certificate of concerned authority and shall be required to submit necessary form duly completed in all respect to BNPM or its representatives before obtaining delivery order, duly signed by the partner of the firm or the person authorized to do so. Evaluation of tenders for Disposal of scrap will be done on similar basis as Tenders for Procurement of Goods, except that the selection of the bidders shall be on the basis of the highest responsive Bidder (H1). In case full quantity is not offered to be taken by the Highest Bidder, parallel contracts would be placed.

Notification of Acceptance and Award of Contract:

54.4 The successful tenderer, herein after referred to as purchasers, shall have to submit security deposit (SO) @ 10% of the total sale value of the contract within 5 working days of issue of the sale contract (excluding the date of issue of sale contract). The SO shall be deposited in the form of bank draft/pay order, drawn on any nationalized or recognized bank in favour of same officer as mentioned in clause 3 of NIT in connection with EMD.

54.4.2 The purchaser has to pay balance payment within 20 days from the date of notification of acceptance, which is to be issued by BNPM or his authorized representative, in form of Bank draft drawn on any nationalized or recognized bank in favour of same authority as mentioned above. In case of any, default to deposit balance payment, BNPM reserves right to terminate the contract and forfeit the security deposit.

54.5 Disposal Tenders for Security and Sensitive Machinery and Items:

54.5.1 Non-Misuse Declaration: The bidder is required to give an undertaking that he or his employees or legal heirs will ensure that such items purchased from BNPM, will be utilized only for scrap recovery and will not be misused for any other purpose. He will also ensure that this undertaking is honoured and it got underwritten from further down the line scrap processors/ repurchasers, if any. In case his firm changes hands, it will be his responsibility to ensure that the new owners honour and underwrite this undertaking.

54.5.2 If stipulated in SIT delivery would be given only in dismantled/ cut-up condition.

55. Development and indigenization Tenders: NOT APPLICABLE

55.1 Already developed firms or firms who have already received development orders for the item (with whatever results) would not be considered in such tenders.

55.2 If specified in SIT the tender documents may be issued free of cost, and submission of earnest money deposit and security deposit may be relaxed.

55.3 If specified in SIT, The Tenderers may quote separately for

a) Price/rate for bulk supply of item in development/indigenization supplies and

b) Separately, cost of development including cost of pre-production samples. Firms would be paid only for the number of samples specified in the Tender. If he has to manufacture more samples due to failure of earlier one, he would not be paid for it.

55.4 L1 would be determined on the basis of rate of item quoted including reference to total cost of the development cost (including the cost of prototype) plus the notional total cost of quantities that will be required over next three years, wherever applicable.

55.5 Development contracts may, as far as feasible, be concluded with two or more contractors in parallel.

55.6 The ratio of splitting of the supply order between various development agencies/firms in cases of parallel development, including criteria thereof, would be specified in the SIT.

55.7 However, in case the requirement is meagre and complex technology is involved, or quantity of the equipment spares is limited/small/uneconomic if distributed between two vendors, the entire order could be placed upon the L1 vendor

SECTION II – GENERAL INSTRUCTIONS TO TENDERERS

- only.
- 55.8 If specified in SIT, Advance and Intermediate Payment to Suppliers may be allowed. 55.10 Period of Development Commitment
- 55.9 Quantity for Development Commitment
- In Next three years, after the newly developed firm is able to successfully complete Development orders with +/-5% tolerance, 20% of annual quantity requirement may be reserved for Newly Developed firms.
- A newly developed firm would be granted this facility till only three years after completing the initial Development order. However this facility is not a bar to the firm from competing with already established firms for quantities larger than 20% provided their prices and performance so warrant. Thereafter they would have to compete on equal terms with other already developed firms.

SECTION III – SPECIAL INSTRUCTIONS TO TENDERERS

The following Special Instructions to Tenderers will apply for this purchase. These special instructions will modify/ substitute/ supplement the corresponding General Instructions to Tenderers (GIT) incorporated in Section II. The corresponding GIT clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail.

(Clauses of GIT listed below include a possibility for variation in their provisions through SIT. There could be other clauses in SIT as deemed fit.)

Sl. No.	GIT Clause no	Topic	SIT Provision
1	1,2,3,4,5,6, 7	PREAMBLE-Introduction, Language of Tender, Eligible Tenderers, Eligible Goods and Services (Origin of Goods), Tendering Expense, Tender Documents, Amendments to Tender Documents	No Change
2	8	Pre-bid Conference	<p>Pre Bid meeting will be conducted on 23.12.2021 at 1100 Hrs through video conferencing, Bidders interested to participate in Pre-bid meeting will be provided the VC link through email based on request. Interest bidders may send email for participation along with all pre bid queries by 18.12.2021, 1700 Hrs at scm.tender@bnpmindia.com. In case any bidder intends to visit BNPM may attend pre bid meeting in person on the same day.</p> <p>Address: Bank Note Paper Mill India Pvt. Ltd., Administrative Building, Entry Gate No. 2, Paper Mill Compound, Note Mudran Nagar, Mysore - 570003.</p> <p>However, the prospective bidder should carry RT PCR negative report not older than 72 hours while visiting BNPM, Mysore office.</p> <p>The bidders should provide online presentation of the proposed software, methodology and prototype in pre bid meeting. Corrigendum (if any) may be issued based on the observation of presentation. Bidders who will not participate in pre bid meeting and / or not providing aforementioned presentation will not be considered for evaluation even after submission of bid.</p>

SECTION III – SPECIAL INSTRUCTIONS TO TENDERERS

3	9	Time Limit for receiving request for clarification of Tender Documents	Should not be later than 7 days prior to prescribed date of submission of tender.
4	10,11,12, 13,14,15	Documents Comprising the Tender, Tender Currencies, Tender Prices, Indian Agent, PVC Clause & Formula, Alternative tenders	No Change except the taxes will be applicable as per GST rules (Clause 12.7 to Clause 12.13)
5	16	Documents Establishing Tenderer's Eligibility and Qualifications	No Change
6	17	Documents establishing Good's Conformity to Tender document	No Change
7	18	Earnest Money Deposit (EMD)	EMD is not applicable. Bid Security Declaration should be submitted as per Annexure C.
8	19	Tender Validity (120 days in case of two-bid system after the date of tender opening prescribed in the tender document)	No Change
9	20	Signing and Sealing of Tender Note: The following SIT provision is made with respect the following clause 20.4. Number of Copies of Tenders to be submitted : NIL 20.9: E procurement: Permitted.	Only – E procurement
10	21,22,23	Submission of Tenders, Late Tender, Alteration and Withdrawal of Tender	No Change
11	24	Opening of tenders Note: Please read the guidelines for filling up two part bid tender as mentioned in NIT above which is described in detail w.r.to clause 24.4	No Change
12	25	Basic Principle	No Change
13	26,27,28, 29,30,31, 32,33,34	Preliminary Scrutiny of Tenders, Minor Infirmary / Irregularity / Non-Conformity, Discrepancy in Prices, Discrepancy between original and copies of Tender, Clarification of Bids, Qualification / Eligibility Criteria, Conversion of tender currencies to Indian Rupees, Schedule-wise Evaluation, Comparison on CIF Destination Basis.	In the first stage of evaluation, Pre-Qualification bid & Techno-commercial bid shall be opened together and however, the Techno-commercial bid of pre-qualified bidder who meets the prescribed eligibility criteria (Ref. Sec - IX: Qualification /Eligibility Criteria) shall be scrutinized and evaluated by the competent committee/ authority

SECTION III – SPECIAL INSTRUCTIONS TO TENDERERS

			<p>with reference to the parameters prescribed in the tender document.</p> <p>Subsequently, in the second stage the financial bids of only techno commercially qualified bidders shall be opened for further evaluation.</p> <p>Price evaluation to determine L-1 status will be done on the basis of overall effective price quoted by the bidder (i.e without GST). If the quoted L -1 price is found not workable the bid may be considered as invalid and will not be considered for evaluation. Form B1 of price bid will be considered for price valuation, however Form B2 will not be considered for price evaluation.</p> <p>BNPM reserves the right to reject the bids that may be considered unviable from the standards to be maintained merely because someone has quoted low and will not be automatically qualified to become in the select list. Please refer Sl.no. 16 of SCC for complete evaluation criteria.</p> <p>No change for other clauses.</p>
14	35 to 49	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders, Tenderer's capability to perform the contract, Tenderer's capability to perform the contract, Cartel Formation / Pool Rates, Negotiations, Contacting BNPMIPL, Award of contract, Award Criteria, Variation of Quantities at the Time of Award, Parallel Contracts, Serious Misdemeanors, Notification of Award, Issue of Contract, Non-receipt of Performance Security and Contract by BNPMIPL, Return of EMD, Publication of Tender Result.	<p>EMD is not applicable.</p> <p>No change for other clauses.</p>
15	50 to 55	Rate Contract Tenders, PQB Tenders, Tenders involving Purchaser's and Pre-Production Samples, EOI Tenders, Tenders for Disposal of Scrap, Development / Indigenization Tenders	Not Applicable to this tender

16. The bidder shall consider the following points while quoting GST Rate in their bid:

SECTION III – SPECIAL INSTRUCTIONS TO TENDERERS

- a) In case of unregistered bidders, the rate and amount of GST shall be shown as “Nil”.
- b) In case of a compounding dealer, GST shall be quoted as “Nil” as compounded dealers cannot collect GST from the consumers. The price quoted therefore shall be construed as all inclusive.
- c) In case of work contracts or pure labour contracts, the bidder shall quote single GST rate for the work.
- d) In case of composite supplies, i.e., a supply consisting of one principal supply and other ancillary supplies, the supply will attract the GST Rate of the principal supply. For example, if Item A in the supply order is the major or principal supply and other items are ancillary supplies, the bidder shall quote the GST Rate applicable to the principal goods (i.e., Item A) being supplied.
- e) In case of mixed supply, i.e., a combination of two or more individual goods made together for a single price (each of these items can be supplied separately and is not dependent on any other), the total supply will attract the GST rate of the item which has the highest rate of tax. For example, if Item A in the mixed supply attracts highest rate of tax, the bidder shall quote the GST rate applicable to item A for total mixed supply.
- f) In case of supplies which are neither composite nor mixed supplies, the bidder shall quote the GST Rate applicable to each item of supply separately.
- g) If there is any difference of opinion regarding classification in HSN code, the bidder shall sought clarification/raise query within the given time from the date of tender and it would be clarified before submitting the bid. Once clarified then that will be final & binding and no deviation shall be granted.

17. Tender Evaluation for determination of L-1 price: (Applicable for Indigenous /Domestic Bidders)

- a) If the tenderer/bidder does not include the details of GST separately in the tender/quotation, the same shall be rejected.
- b) The HSN/SAC code of the product/services shall be determined at the tendering stage itself and mentioned in the price bid format to quote the GST rate according to the specified HSN code.
- c) The evaluation of tender for three categories of GST registration is provided below:

Particulars	Registered	Compounding	Unregistered*
Quoted Price (incl. P&F, Insurance & Freight Charges)	xxx	Xxx	xxx
Add: GST	X	-	X
Add: Cess on GST	xx	-	xx
Less Input Credit	X	-	X
Effective price	xxx +X+xx -X	Xxx	xxx +X+xx -X

* If the bidder participating in the tender is unregistered, the GST shall be payable by the purchaser under reverse charge and shall be added to the quoted rate to arrive at the Gross price and input credit, if any shall be deducted from the total landed cost to arrive at the net comparable price.

18. Other instructions for the bidders to claim any GST liability, failing which, the GST liability will not be paid/reimbursed/accepted:

- a) Registered/compounding Contractor/supplier should produce GST Invoice containing all the particulars stated in Rule 46 of the CGST Rules, 2017 in accordance with the provisions of Section 31 of the CGST ACT.
- b) The supplier should mandatorily update the invoice details in GSTR-1, details of outward supplies of goods or services within the prescribed time under GST Act.
- c) The Payment shall be made net of TDS as per the provisions of CGST/SGST/IGST Act.

SECTION III – SPECIAL INSTRUCTIONS TO TENDERERS

d) Wherever there is difference in the amount admitted, the supplier may be directed to issue a Credit Note (in case of reduction in the Invoice value)/Debit Note (in case of increase in the Invoice value), and payment shall be released only after the receipt of such Debit or Credit Note.

e) Supplier should provide the relevant documents to confirm the tax charged on the invoice has been paid to the credit of Government after adjusting with ITC, if any.

f) Supplier should provide indemnification as follows: “In the event of non-compliances with respect to GST ACT and Rules by the supplier, the supplier should refund the GST liability within 10 days from the date of GST reversal in GSTRN failing which the purchaser shall recover the GST amount from the retention amount (whether in BG or in Cash) held by the company”.

19. Corrigendum/ Addendum, if any, shall be hosted on Company’s website (<https://www.bnpmindia.com/>)& E-tendering portal: www.tenderwizard.com/BNP only.

20. The Company discourages the engagement of agents for brokering contracts and hence intending bidders are requested to take note of the above that engagement of agents for brokering contracts may result in dis-qualification.

(To be signed & stamped and submitted along with Techno-commercial Bid Part-I)

SECTION IV – GENERAL CONDITIONS OF CONTRACT

PART 1: GENERAL CONDITIONS OF CONTRACT APPLICABLE TO ALL TYPES OF TENDERS

1. Definitions; Interpretation and Abbreviations: In the contract, unless the context otherwise requires:

1.1. Definitions and Interpretation:

i.) "Contract" means the letter or memorandum communicating to the Contractor the acceptance of this tender and includes Intimation of Award" of this tender; "Contract" includes Bid Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Schedule of Requirements, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the Contractor and a formal agreement, if executed.

ii.) "Contractor" or "Supplier" means the individual or the firm supplying the goods and services. The term includes his employees, agents, successors, authorized dealers, stockists and distributors. Other homologous terms are: Vendor, Firm, Manufacturer, OEM etc.;

iii.) "Drawing" means the drawing or drawings specified in or annexed to the Specifications:

iv.) "Government" means the Central Government or a State Government as the case may be;

v.) The "Inspecting Officer" means the person, or organisation specified in the contract for the purpose of inspection of stores of work under the contract and includes his/their authorised representative.

vi.) "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser:

vii.) The "Purchaser" means Bank Note Paper Mill India Private Limited (BNPM)- the organization purchasing goods and services as incorporated in the documents

viii.) "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof;

ix.) "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer:

x.) The delivery of the stores shall be deemed to have happened on delivery of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer, if so provided in the contract -

a) The consignee at his premises or

b) Where so provided, the interim consignee at his premises or

c) A carrier or other person named in the contract for the purpose of transmission to the consignee or

d) The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.

xi.) "Writing" or "Written" includes matter either in whole or in part in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal, as the case may be.

xii.) Words in the singular include the plural and vice-versa.

xiii.) Words importing the masculine gender shall be taken to include the feminine gender and words importing persons

shall include any company or association or body of individuals, whether incorporated or not.

xiv.) The heading of these conditions shall not affect the interpretation or construction thereof.

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 General Clauses Act, 1897 (as amended) as the case may be.

xvi.) PARTIES: The parties to the contract are the "Contractor" and the "Purchaser", as defined above;

xvii.) "Tender" means quotation/bid received from a firm/supplier.

xviii.) "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant etc. which the supplier is required to supply to BNPM under the contract. Other homologous terms are: Stores, Materials etc.

xix.) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.

xx.) "Earnest Money Deposit" (EMD) means monetary guarantee to be furnished by a Tenderer along with its tender

xxi.) "Performance Security" means monetary guarantee to be furnished by the successful Tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit or Performance Bank Guarantee.

xxii.) "Consignee" means the person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.

xxiii.) "Specification" or "Technical Specification" means the drawing/ document/ standard that prescribes the requirement to which product or service has to conform.

xxiv.) "Inspection" means activities such as measuring, examining, testing, analyzing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.

xxv.) "Day" means calendar day.

1.2. Abbreviations:

Acronyms Abbreviations

"AAEC" means "Appreciable Adverse Effect on Competition" as per Competition Act

"BG" Bank Guarantee

"BL or B/L" Bill of Lading

"CD" Custom Duty

"CIF" Cost, Insurance and Freight Included

"MD" Managing Director

"CPSU" Central Public Sector Undertaking

SECTION IV – GENERAL CONDITIONS OF CONTRACT

"CST" Central Sales Tax

"DDO" means Direct Demanding Officer

"DGS&D" in Rate Contracts means Directorate General of Supplies and Disposals

"DP" Delivery Period

"ECS" Electronic clearing system

"ED" Excise Duty

"EMD" Earnest money deposit

"EOI" Expression of Interest (Tendering System)

"ERV" Exchange rate variations

"FAS" Free alongside shipment

"FOB" Freight on Board

"FOR" Free on Rail

"GCC" General Conditions of Contract

"GIT" General Instructions to Tenderers

"GST" Goods and Services Tax which will replace Sales Tax

"H1, H2 etc" means First Highest, Second Highest Offers etc. in Disposal Tenders means

"Incoterms" International Commercial Terms, 2010 (of ICC)

"L1, L2 etc" First or second Lowest Offer etc.

"LC" Letter of Credit

"LD or L/D" Liquidated Damages

"LSI" Large Scale Industry

"NIT" Notice Inviting Tenders.

"NSIC" National small industries corporation

"PQB" Pre-qualification bidding

"PSU" Public Sector Undertaking

"PVC" Price variation clause

"RC" Rate contract

"RR or RIR" Railway Receipt

"SBD" or "T Document" (Standard) BID / Tender Document

"SCC" Special Conditions of Contract

"SIT" Special Instructions to Tenderers

"BNPM"/Purchaser Bank Note Paper Mill India Private Limited

Consultant/Engineer / Engineer in Charge TATA Consulting Engineers Limited

"SSI" Small Scale Industry

"ST" Sales Tax

"VAT" Value Added Tax

2. Application

2.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the

same are not superseded by the Special Conditions of Contract (SCC) prescribed under Section V of this document.

2.2 General Conditions of the contract shall not be changed from one tender to other.

2.3 Other Laws and Conditions that will govern the Contract:

Besides GCC and SCC following conditions and Laws will also be applicable and would be considered as part of the contract:

- a) Indian Contracts Act, 1872
- b) Sale of Goods Act, 1930
- c) Arbitration and Conciliation Act, 1996
- d) Competition Act, 2002 as amended (Amendment Act), 2007
- e) Contractor's Tender Submissions including Revised Offer during Negotiations if any
- f) Conditions in other parts of the Tender Documents
- g) Correspondence including counter-offers if any; between the Contactor and BNPM during the Tender Finalization
- h) Notification of award and Contract Documents
- i) Subsequent Amendments to the Contract
- j) Any other applicable law/ regulation

3. Use of contract documents and information

3.1 The supplier shall not, without BNPM's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of BNPM in connection herewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this tender document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

3.2 During the process of procurement of Security or Sensitive Machinery and Items, Tender Documents and the specifications/ drawings of such items would be issued only to Vendors having security clearance within the validity of such clearance and he shall maintain absolute secrecy and strictly control the number of copies and access to the documents and copies thereof, in addition to safeguards mentioned in sub-para above.

3.3 Further, the supplier shall not, without BNPM's prior written consent, make use of any document or information mentioned in GCC sub-clause 3.1 above except for the sole purpose of performing this contract.

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.

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 in respect of alleged breach of patent, registered designs, trademarks etc.

SECTION IV – GENERAL CONDITIONS OF CONTRACT

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.

5. Country of Origin

5.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.

5.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

6. Performance Bond/ Security

6.1 Within twenty-one days after the issue of notification of award by BNPM, the supplier shall furnish performance security to BNPM for an amount equal to ten per cent of the total value of the contract, valid up to sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.

6.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract and shall be in one of the following forms:

a) Account Payee Demand Draft drawn on any commercial bank in India, in favour Bank Note Paper Mill India Private Limited.

b) Bank Guarantee issued by a commercial bank in India, in the prescribed form as provided in Volume I of this document.

6.3 In the event of any loss due to supplier's failure to fulfil its obligations in terms of the contract, the amount of the performance security shall be payable to BNPM to compensate BNPM for the same.

6.4 In the event of any amendment issued to the contract, the supplier shall, within twenty- one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

6.5 Subject to GCC sub-clause 6.3 above, BNPM will release the performance security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.

7. Technical Specifications and Standards

7.1 The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in Technical Specifications in Volume II and Quality Control Requirements under volume I of this tender document.

8. Packing and Marking

8.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

8.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying

documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Volume II and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

8.3 Packing instructions:

Unless otherwise mentioned in the Technical Specification and Quality Control Requirements and in SCC under Volume I, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

- a) Contract number and date
- b) Brief description of goods including quantity
- c) Packing list reference number
- d) Country of origin of goods
- e) Consignee's name and full address and
- f) Supplier's name and address

9. Inspection and Quality Control

9.1 BNPM and/or its nominated representative(s) will, without any extra cost to BNPM, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. BNPM shall inform the supplier in advance, in writing, BNPM's programme for such inspection and also the identity of the officials to be deputed for this purpose.

9.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to BNPM's inspector at no charge to BNPM.

9.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, BNPM's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to BNPM and resubmit the same to BNPM's inspector for conducting the inspections and tests again.

9.4 In-case of re-inspection because of rejection of goods at first scheduled inspection due to non-conformity of goods to specifications or for any other reason attributable to the supplier, costs of the inspector(s), from second inspection onwards, towards travel & boarding shall be to vendor's account.

9.5 In case the contract stipulates pre-despatch inspection of the ordered goods at suppliers premises, the supplier shall put up the goods for such inspection to BNPM's inspector well ahead of the contractual delivery period, so that BNPM's inspector is able to complete the inspection within the contractual delivery period.

9.6 If the supplier renders the goods to BNPM's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact

SECTION IV – GENERAL CONDITIONS OF CONTRACT

that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to BNPM under the terms & conditions of the contract.

9.7 BNPM's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by BNPM's inspector during pre-despatch inspection mentioned above.

9.8 Goods accepted by BNPM and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute BNPM's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 16.

10. Terms of Delivery

10.1 Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.

11. Transportation of Goods

11.1 The supplier shall not arrange part-shipments and/ or transshipment without the express/prior written consent of BNPM.

11.2 Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:

In case no instruction is provided in this regard in the specification, the supplier shall arrange transportation of the ordered goods as per its own procedure.

11.3 Shipping Arrangement for Foreign Contracts: In the case of FOB/FAS contracts, shipping arrangements shall be made by the Ministry of Shipping & Transport (Chartering Wing), New Delhi, INDIA, in accordance with details given in Volume I. The Contractor shall give adequate notice to the Forwarding Agents/Nominees about the readiness of the cargo from time to time and at least six weeks' notice in advance of the required position for finalising the shipping arrangements. In the case of C&F contracts, the Contractor shall arrange shipment in accordance with the requirements of the Ministry of Shipping & Transport, New Delhi, INDIA, indicated in the Volume I (as applicable).

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:

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.

12.3 In the case of FOB and C&F offers for import of Goods, insurance shall be arranged by the Purchaser. However, the supplier must give sufficient notice to the Purchaser prior to the date of shipment, so that the Insurance Cover for the shipment can be activated. The Supplier must co-ordinate so as to ensure that the Shipment sails only with Insurance cover in place.

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.

13. Spare parts

13.1 If specified in the List of Requirements and in the resultant contract, the supplier shall supply any or all of the following materials, Information etc. pertaining to spare parts manufactured and/or supplied by the supplier:

a) The spare parts as selected by BNPM to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and

b) In case the production of the spare parts is discontinued:

i) Sufficient advance notice shall be given to BNPM before such dis-continuation to provide adequate time to BNPM to purchase the required spare parts etc. &

ii) Immediately following such dis-continuation, the supplier shall provide BNPM designs, drawings, lay-outs & specifications of spare parts as required by BNPM free of cost.

13.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to BNPM promptly on receipt of order from BNPM.

14. Incidental services

14.1 Subject to the stipulation, if any, in the SCC under volume I and the Technical Specifications, the supplier shall be required to perform any or all of the following services.

a) Providing required jigs and tools for assembly, start-up and maintenance of the goods

b) Supplying required number of operation & maintenance manual for the goods

c) Installation and commissioning of the goods

d) Training of BNPM's operators for operating and maintaining the goods

e) Providing after sales service during the tenure of the contract

f) Providing maintenance service after expiry of the warranty period of the goods if so incorporated in the contract

14.2 Prices to be paid to the supplier by BNPM for any of the required incidental services, if not already included in the contract price during the placement of the contract, shall be settled and decided in advance by BNPM and the supplier. However, such prices shall not exceed the contemporary rates charged by the supplier to other customers for similar services.

15. Distribution of Despatch Documents for Clearance/ Receipt of Goods

15.1 The supplier shall send all the relevant despatch documents well in time to BNPM to enable BNPM to clear or receive (as the case may be) the goods in terms of the contract. Unless otherwise specified in the SCC, the usual documents involved and the practice to be followed in general for this purpose are as follows:

15.2 For Domestic Goods, including goods already imported by the supplier under its own arrangement Within 24 hours of despatch, the supplier shall notify BNPM, consignee, and others

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concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post/speed post (or as instructed in the contract):

- a) Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value
- b) Packing list
- c) Insurance certificate
- d) Railway receipt/Consignment note
- e) Manufacturer's guarantee certificate and in-house inspection certificate
- f) Inspection certificate issued by BNPM's inspector, if applicable
- g) Expected date of arrival of goods at destination and
- h) Any other document(s), as and if specifically mentioned in the contract.

15.3 For Imported Goods, within 3 days of dispatch, the supplier shall notify BNPM, consignee and others concerned if mentioned in the contract, the complete details of dispatch and also supply the following documents to them by Courier (or as instructed in the Contract), besides advance intimation by Fax/email:

- a) Clean on Board Airway Bill/Bill of Lading (B/L)
- b) Original Invoice
- c) Packing List
- d) Certificate of Origin from Seller's Chamber of Commerce
- e) Certificate of Quality and current manufacture from OEM
- f) Dangerous Cargo Certificate, if any.
- g) Insurance Policy of 110% if CIF contract.
- h) PerformanceBond/Warranty Certificate

16. Warranty

16.1 The supplier warrants that the goods supplied under the contract is new, unused and incorporates all recent improvements in design and materials unless prescribed otherwise by BNPM in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per BNPM's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

16.2 This warranty shall remain valid for twelve months after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by BNPM in terms of the contract or for fifteen months from the date of despatch of the last item to be supplied under the contract from the supplier's premises for domestic goods (including goods already imported by the supplier under its own arrangement) or for eighteen months from the date of shipment from the port of loading in the source country for imported goods offered from abroad, whichever is earlier, unless specified otherwise in the specifications.

16.3 In case of any claim arising out of this warranty, BNPM shall promptly notify the same in writing to the supplier.

16.4 Upon receipt of such notice, the supplier shall, within a reasonable span of time (or within the period, if specified in the SCC), repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on BNPM for such replaced parts/goods thereafter.

16.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/ replaced goods shall be extended to a further period of twelve months from the date such rectified/ replaced goods starts functioning to the satisfaction of BNPM.

16.6 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.

17. Assignment

17.1 The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with BNPM's prior written permission.

18. Sub Contracts

18.1 The Supplier shall notify BNPM in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

18.2 Sub contract shall be only for bought out items and sub-assemblies.

18.3 Sub contracts shall also comply with the provisions of GCC Clause 5 "Country of Origin".

19. Modification of contract

19.1 Once a contract has been concluded, the terms and conditions thereof shall generally not vary. However if necessary, BNPM may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for BNPM,
- b) Mode of packing
- c) Incidental services to be provided by the supplier
- d) Mode of dispatch
- e) Place of delivery, and
- f) Any other area(s) of the contract as felt necessary by BNPM depending on the merits of the case.

19.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended

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accordingly. If the Supplier doesn't agree to the adjustment made by BNPM, the supplier shall convey its views to BNPM within twenty one days from the date of the supplier's receipt of BNPM's amendment/modification of the contract.

19.3 Option Clause: By a suitable provision in the SCC, the Purchaser may reserve the right to increase the ordered quantity by 25% at any time, till final delivery date of the contract, by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of Delivery Period.

20. Prices

20.1 Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender or during negotiations, if any, and incorporated in the contract except for any price adjustment authorized in the SCC.

21. Taxes and Duties

21.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to BNPM.

21.2 Further instruction, if any, shall be as provided in the SCC.

22. **Terms and Mode of Payment:** Unless specified otherwise in SCC, the terms of payments would be as follows:

22.1 Unless otherwise specified in SCC, usual payment term is 100% on receipt and acceptance of goods by the Purchaser and on production of all required documents by the supplier.

22.2 For Domestic Goods: Unless otherwise specified in the SCC, payments to suppliers are usually made by account payee cheque or through ECS only.

22.2.1 Where the terms of delivery is FOR dispatching Station, the payment terms depending on the value and nature of the goods, mode of transportation etc. maybe - 60% to 90% (as specified in SIT) on proof of dispatch and other related documents and balance on receipt at site and acceptance by the consignee.

22.2.2 Where the terms of delivery is CIF destination/delivery at site/FOR destination, usual payment term is 100% on receipt and acceptance of goods by the consignee and on production of all required documents by the supplier.

22.2.3 Where goods to be supplied also need installation and commissioning by the supplier, the payment terms are generally as under:

a) For a contract with terms of delivery as F.O.R. dispatching station

i) 60% on proof of despatch along with the other specified documents.

ii) 30% on receipt of the goods at site by the consignee and balance

iii) 10% on successful installation and commissioning and acceptance by the Purchaser.

b) For a contract with terms of delivery as CIF destination/ Delivery at site/FOR destination

i) 90% on receipt and acceptance of goods by the consignee at destination and on production of all required documents by the supplier

ii) 10% on successful installation and commissioning and acceptance by the consignee.

22.3 For Imported Good: Unless otherwise specified in SCC, payments are made through an irrevocable Letter of Credit (LC).

a) Cases where Installation, Erection and Commissioning (if applicable) are not the responsibility of the Supplier- 100 % net FOB/FAS price is to be paid against invoice, shipping documents, inspection certificate (where applicable), manufacturers' test certificate, etc.

b) Cases where Installation, Erection and Commissioning are the responsibility of the Supplier-80%- 90% net FOB/FAS price (as specified in the SCC) will be paid against invoice, inspection certificate (where applicable), shipping documents etc. and balance within 21-30 days of successful installation and commissioning at the consignee's premises and acceptance by the consignee.

c) Payment of Agency Commission against FOB/FAS Contract - Entire 100% agency commission is generally paid in Indian Rupees; after all other payments have been made to the supplier in terms of the contract.

22.4 Unless specified otherwise in the SCC, the following general conditions will apply for payment to the supplier.

22.5 The payment shall be made in the currency/ currencies authorized in the contract.

22.6 The supplier shall send its claim for payment in writing as per Section XIX - " Proforma for Bill for Payments", when contractually due, along with relevant documents etc., duly signed with date, as specified in sec and in a manner as also specified therein.

While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract. The supply should take place in sequence of erection and installation for claiming payment.

22.7 The important documents which the supplier is to furnish while claiming payment are:

a) Original Invoice

b) Packing List

c) Certificate of country of origin of the goods from seller's Chamber of Commerce.

d) Certificate of pre-dispatch inspection by BNPM's representative/ nominee

e) Manufacturer's test certificate

f) Performance/ Warrantee Bond

g) Certificate of Insurance

h) Bill of landing/ Airway bill/ Rail receipt or any other dispatch document, issued by a government agency (like postal department) or an agency duly authorized by the concerned ministry/department

i) Consignee's Certificate confirming receipt and acceptance of goods

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j) Dangerous Cargo Certificate, if any, in case of Imported Goods.

k) Any other document specified.

22.8 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from BNPM, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to BNPM, BNPM's share out of such refund received by the supplier. The supplier shall also refund the applicable amount to BNPM immediately on receiving the same from the concerned authorities.

22.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:

a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.

b) Delay in supplies, if any, has been regularized.

c) The contract price where it is subject to variation has been finalized.

d) The supplier furnishes the following undertakings:

"I/ We, ----- certify that II We have not received back the Inspection Note duly receipted by the consignee or any communication from BNPM or the consignee about non-receipt, shortage or defects in the goods supplied. I/ We agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment".

23. Delay in the supplier's performance

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.

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:

a) Imposition of liquidated damages

b) Forfeiture of its performance security and

c) Termination of the contract for default.

23.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform BNPM in writing about the same and its likely duration and make a request to BNPM for extension of the delivery schedule accordingly. On receiving the supplier's communication, BNPM shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

23.4 When the period of delivery is extended due to delay for reasons attributable to the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

a) BNPM shall recover from the supplier, under the provisions of the clause 24 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.

b) That no increase in price on account of any ground whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on the said goods and services delivered and performed after the date of the delivery stipulated in the contract.

c) But nevertheless, BNPM shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

23.5 The supplier shall not despatch the goods after expiry of the delivery period. The supplier is required to apply to BNPM for extension of delivery period and obtain the same before despatch. In case the supplier despatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and/or any other expense related to such supply shall lie against BNPM.

24. Liquidated damages

24.1 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 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 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 sub-clause 23.4 above shall also apply.

24.2 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.

24.3 If the equipment/system while testing, in accordance with the performance requirement of the Contract, fails to meet those performance parameters, the damages suffered by the purchaser may not be quantified in terms of money with any reasonable certainty. Therefore any Liquidated damage set forth in the Contract shall represent a reasonable determination of the amount of damage that the Purchaser will suffer, and shall not be considered as penalties. The Supplier thereby waives any defence to Purchaser's recovery of such Liquidated Damages on the plea that actual damages are ascertainable or that such Liquidated damages do not represent a reasonable determination of damages suffered by Purchaser or are penalties.

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24.4 If the LD exceeds the specified limit, the Purchaser shall reserve the right to cancel/terminate the Contract as per clause 26 of GCC.

25. Custody and Return of BNPM Materials/ Equipment Documents loaned to Contractor

25.1 Whenever stores are required to be issued to the firm/contractor for fabrication or prototypes or sub-assemblies are issued for guidance in fabrication, these would be issued against appropriate Bank Guarantee as specified in SCC. In addition to the Bank Guarantee, appropriate insurance may be asked for if specified in the SCC.

25.2 In-case of failure of returning of all drawings and samples issued to the contractor in connection with the contract, besides withholding final payment, any other sanction, as deemed fit by BNPM, shall be issued against the supplier.

26. Termination for default

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.

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.

26.3 Unless otherwise instructed by BNPM, the supplier shall continue to perform the contract to the extent not terminated.

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 accrued and I or will accrue thereafter to BNPM.

28. Force Majeure

28.1 In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Contractor shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Unless otherwise directed by BNPM in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

28.2 Notwithstanding the provisions contained in GCC clauses 23, 24 and 26, the supplier shall not be liable for imposition of any such sanction so long the delay and/ or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

28.3 In case due to a Force Majeure event BNPM is unable to fulfil its contractual commitment and responsibility, BNPM will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

29. Termination for convenience

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.

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:

a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or

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.

30. Governing language

30.1 The contract shall be written in English language following the provision as contained in GIT clause 2. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

31. Notices

31.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

31.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

32. Code of Ethics

BNPM as well as Bidders, Suppliers, Contractors, and Consultants under BNPM contracts shall observe the highest standard of ethics during the procurement or execution of such contracts. In pursuit of this policy, for the purposes of this provision, the terms set forth below are defined as follows:

a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

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b) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

c) "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non-competitive levels; and

d) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property, procurement process or affect the execution of a contract.

e) A particular violation of ethics may span more than one of above mentioned unethical practices.

32.1 The following policies will be adopted in order to maintain the standards of ethics during procurement:

a) A proposal for award will be rejected if it is determined that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

b) A contract will be cancelled if it is determined at any time that BNPM representatives/officials have directly or indirectly, engaged in corrupt, fraudulent collusive or coercive practices during the procurement or the execution of that contract.

c) In case any individual staff is found responsible, suitable disciplinary proceedings should be initiated against such staff under the applicable conduct rules. The existing provisions under the Indian law including the instructions of Central Vigilance Commission should be followed in this regard.

d) Firms or individuals shall be banned/ blacklisted after following due process, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a BNPM contract, if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a BNPM contract.

33. Resolution of disputes

33.1 If dispute or difference of any kind shall arise between BNPM and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty one days of its occurrence, then, unless otherwise provided in the SCC, either BNPM or the supplier may seek recourse to settlement of disputes through arbitration as per The Arbitration and conciliation Act 1996 as per following clause.

33.2 Arbitration Clause: - Any dispute or difference whatsoever arising between the Parties out of or relating to the construction, meaning, scope operation or effect of this Agreement or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and under the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the Parties. The Arbitral Tribunal shall consist of three Arbitrators. The venue of the Arbitration shall be Bangalore and it shall be conducted in English language.

34. Applicable Law

34.1 The contract shall be interpreted in accordance with the laws of India.

34.2 Irrespective of the place of delivery, or the place of performance or the place of Payments under the contract, the contract shall be deemed to have been made at the place from

which the notification of acceptance of the tender has been issued.

34.3 The courts of the place from where the notification of acceptance has been issued- shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

35. Secrecy

35.1 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.

35.2 Any information obtained in the course of the execution of the contract by the Contractor,; his servants or agents or any person so employed, as to any matter whatsoever, which would or might be directly or indirectly, of use to any enemy of India, must be treated secret and shall not at any time be communicated to any person.

35.3 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 Purchaser as to such price shall be final and binding on the Contractor.

Part II: Additional General Conditions of Contract for specific Types of Tenders in addition/ modification to clauses mentioned above:

36. Disposal / Sale of Scrap by Tender

36.1 During the currency of contract, no variation in price or rate shall be admissible.

Integrity Pact

36.2 Payment and Default

36.2.1 Payment may be made in the form of cash or Demand Draft /Pay order issued by any scheduled commercial bank and drawn in favour of the Account mentioned in the NIT.

36.2.2 No interest will be paid to the purchaser for the amounts paid or deposited with the BNPM and subsequently found refundable to the purchaser under any of the conditions of the contract.

36.2.3 If the purchaser fails to deposit sale value for a sold lot within the allowed period as per relevant clause BNPMIPL may forfeit the security deposit. Requests for an extension of this period, made by the purchaser may be considered by the BNPMIPL and may at its discretion, on the merits of the case, allow further time not excluding 50 days from the date of the contract. Interest shall be leviable on such amount at a rate 2% per annum higher than the PLR of State Bank of India, from the date of expiry of the payment date to actual date of payment (actual date of payment inclusive).

36.2.4 The lot or lots in respect of which forfeiture has been made, shall be deemed to have been abandoned by the purchaser to all intents and purposes and may be re-sold or otherwise disposed of at the discretion of the BNPMIPL without reference to the purchaser concerned and without incurring any liability on part of BNPMIPL whatsoever in respect there under.

36.2.5 In case extension is granted by BNPMIPL and due to late payment of sale amount the delivery cannot be completed by the purchaser, in accordance with the relevant clause of Special Conditions of Tender sale, then ground rent shall also be leviable as per relevant clause of Special Conditions of Tender sale.

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36.2.6 On production of proof of having made payment, nominated authority shall issue a delivery order authorizing the purchaser to take delivery of the Scrap Materials.

36.3 Deliveries, Delays and Breach of Contract

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.

36.3.2 Unless specified otherwise in SIT, delivery period for lifting of material shall be within 60 days from the date of finalization of contract agreement.

36.3.3 The work of delivery will be supervised by Stock Holder or his authorized representative, representative of accounts Department and Security Staff duly authorized by BNPMIPL for the propose of delivery. Delivery will be allowed during working hours.

36.3.4 No delivery of or materials sold shall be given on Sundays, Gazetted holidays and other shall holidays observed by BNPMIPL. The delivery of the goods or material shall be effected from the premises concerned only during its normal working hours. In order to complete the delivery within the working hours all loading must cease half an hour before the normal closing time of the concerned premises. The decision of the BNPMIPL with regard to the working hour shall be final and binding on the purchaser. Purchaser will not be allowed to lift the Scrap Material from more than one location at a time.

36.3.5 The purchased stores will be carried away by the purchaser at his risk and no claims against the BNPMIPL will be entertained for shortage in weight which may be discovered after the materials have left the premises wherefrom delivery is taken. If required the purchaser shall provide his own bags, cases or other receptacles for the removal of the scrap.

36.3.6 The BNPMIPL shall not be responsible for any accident that may occur to purchaser's labours/servants for any reasons whatsoever. The purchaser will himself have to ensure the safety of his workers and shall be liable to pay claims, whatsoever if any. BNPMIPL will not carry any responsibility of such payments. The purchaser will be responsible to supply personal protection equipments to his labour/servant and staff and no additional charges are admissible for the same.

36.3.7 The materials sold, shall be removed by the purchaser within the period specified in relevant clause of Special Condition of Sale.

36.3.8 If due to any default on the part of the BNPMIPL, the purchaser is unable to remove the materials sold within the specified period, the BNPMIPL may extend the period therefore and in such an event purchaser will be entitled to take delivery of the goods or the materials sold within such extended Delivery period.

36.3.9 If contractor fails to lift sold scrap within the specified period, penalty shall be levied at the rate of 0.5% per day of the value of un-removed Scrap. Moreover the material shall remain at the purchaser's risk until removal thereof. Further BNPMIPL will be entitled to charge the ground rent as stated in relevant Para of SCC, for the area in which the materials sold are kept or stored — which would be recovered by the BNPMIPL from the Purchaser before removal of the material and In the event of default in payment thereof, the BNPMIPL at may its discretion shall be entitled to order the re-sale of such materials and forfeit

the Security deposit or sale amount or both, paid by the purchaser.

36.3.10 If the purchaser makes slow progress with his contract and the BNPMIPL is of opinion that he may fail to fulfill the contract within the time specified in the conditions of sale, it will be lawful for the BNPMIPL to cancel the whole contract or such portion thereof as may not have been completed and the BNPMIPL shall be at liberty to dispose off the goods in any manner at the risk and expense of the purchaser.

36.3.11 The purchaser will have to comply with the provisions of the Contract Labour

(Regulations and Abolition Act 1970 and Central Rules 1971 and obtain license from the Assistant Labour Commissioner or the competent authorities empowered to issue such license. Any failure on the part of the purchaser in this regard will be at his risk and consequences. He shall comply with Workman's Compensation Act 1923, Payment of Wages Act 1936, and Minimum Wages Act 1948 and all the other related statutory and legal provisions and obligations, The purchaser shall also indemnify the BNPMIPL against any claim / liabilities that may occur to the contractor's labours and servants due to any reasons whatsoever.

36.3.12 If the purchaser makes default in complying with any of the condition of the contract, the sale of lot or lots in respect of which such default is made may be cancelled and such lot or lots may be put up again for sale and in such an event if a lower price is offered and accepted for such lot or lots then the purchaser shall be liable to pay the difference in price thereof together with all expenses occasioned by such resale in default to the BNPMIPL provided further that the purchaser in default shall not be entitled to claim any profit which may arise from such resale.

37. Integrity Pact

37.1 If the tender value is above 10 crore, the Contractor shall sign the Integrity Pact as per the prescribed format (Section XX).

SECTION V – SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below. These Special Conditions will modify / substitute / supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

(Clauses of GCC listed below include a possibility for variation in their provisions through SCC. There could be other clauses in SCC as deemed fit)

Sl. No.	GCC Clause No.	Topic	SCC Provision
1	1 to 5	Definitions; Interpretation and Abbreviations, Application, Use of contract documents and information, Patent Rights, Country of Origin	No Change
2	6	Performance Security	<p>Successful bidder shall submit 3% of the total order value as Security Deposit/ Performance Security in form of PBG to BNPMIPL within 21 days of issue of LOI. PBG should be valid for 60 days (claim period) after the successful implementation of PMS, APR software and successful completion of annual maintenance contract.</p> <p>After submission & confirmation of PBG from respective Bank contract agreement shall be signed. For extension of contract period (if any) PBG is to be extended accordingly with applicable amount.</p> <p>Security Deposit / Performance Security will be forfeited if the successful tenderer fails to execute the assigned order as per the requirement of company.</p>
3	7 to 15	Technical Specifications and Standards, Packing and Marking, Inspection and Quality Control, Terms of Delivery, Transportation of Goods, Insurance, Spare parts, Incidental Services, Distribution of Dispatch Documents for Clearance/ Receipt of Goods	Refer scope of work in Sec VII, Sec – VI.
4	16	Warranty	Not Applicable
5	17& 18	Assignment, Sub Contracts	No Change

SECTION V – SPECIAL CONDITIONS OF CONTRACT

6	19	Modification of contract	No Change.
7	20 & 21	Prices, Taxes and Duties	GST as applicable shall be quoted. Also, refer point 13 in specific terms and conditions.
8	22	Terms and Mode of Payment	<p>i) Design, Development, implementation, of PMS including Annual property Returns Module : 100% within 30 days after the system becomes Go Live and against completion certification of BNPM and submission of invoice by successful bidder</p> <p>ii) AMC Support: Quarterly payment will be made within 30 days after submission of invoice.</p> <p>iii) Development work post AMC support(if any): After completion of the developmental work and on total required man-day basis. Man-day rates will be as per the rate quoted in Form B2 of price bid.</p> <p>Payment shall be done in INR only</p>
9	23 to 32	Delay in the supplier's performance, Liquidated damages, Custody and Return of BNPM's Materials/ Equipment/ Documents loaned to Contractor, Termination for default, Termination for insolvency, Force Majeure, Termination for convenience, Governing language, Notices, Code of Ethics	No Change
10	33	Resolution of disputes	Arbitration proceedings will be held at Mysuru and venue of arbitration will be Mysuru.
11	34-35	Applicable Law, Secrecy	<p>Courts of Mysuru shall alone have Jurisdiction to decide on any dispute arising out or in respect of the contract (GIT: Clause 34.3)</p> <p>Others clauses no change</p>
12	36 - 37	Integrity Pact, Disposal / Sale of Scrap by Tender	Not applicable to this tender

SPECIFIC TERMS AND CONDITIONS OF CONTRACT:

13. Price variation:

Price quoted will remain fixed & firm upto the completion of work against certification of BNPM. Any upward / downward revision in GST shall be considered at actuals. No claim in

SECTION V – SPECIAL CONDITIONS OF CONTRACT

respect of any type of violation of any relevant rules etc., shall be payable. Quoted price will remain same for extension of contract period (if any) also.

14. Tax deduction at source

- a) All statutory deduction as applicable shall be deducted at source as per rules at prevailing rates, unless certificate, if any, for deduction at lesser rate or nil deduction is submitted by the Contractor from appropriate authority.
- b) The contractor shall provide accurate particulars of PAN number as required, under Section 206AA of Income Tax Act 1961.

15. Labour and Labour Laws:

The contractor shall comply at its own cost with all prevailing statutory provisions as laid down under various Labour Laws like- Minimum Wages Act, VDA, Provident Fund & Misc. Provisions Act, ESI,(contractor should have valid PF, ESI Registration) Bonus Act, Gratuity Act, Contract Labour Act (Regulation & Abolition), Employee's Compensation Act , Factories Act, Bonus Act , Industrial Dispute Act, Payment of wages Act , Karnataka Labour Welfare Fund Act and all other applicable statute as applicable & 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.

Bidders have to submit valid PF and ESI registration certificate/ Employee's compensation insurance (as applicable) in techno commercial bid as part of techno commercial evaluation. If PF,ESI registrations are not applicable to the bidder, then Bidder should submit proper justification vide a declaration in company letter head. Bid is liable to be rejected if the declaration is found out to be unjustified. The successful bidder should submit PF, ESI/Employee's compensation insurance (as applicable) for the personnel to be deputed at BNPM before deploying the manpower at BNPM, Mysore.

16. Compensation for damages:

In case any damage is caused to BNPMIPL due to negligence, carelessness or inefficiency of staff of the agency, the agency shall be responsible to make good the loss. BNPMIPL shall have the right to adjust the damage / loss suffered by it from the security deposit or / and to charge penalty as decided by BNPMIPL. Decision of BNPMIPL in this respect shall be final and binding on the agency. The contractor shall keep the Purchaser indemnified from any claims whatsoever inclusive of damages/costs or otherwise arising from injuries or alleged injuries to or death , mishap , injury of a person employed by the contractor or damages or alleged damages to the property.

17. Responsibility of successful bidder:

The successful bidder shall provide everything necessary for the proper execution of the works according to the intent and meaning of the Scope of Work and details taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from. If the successful bidder finds any discrepancy in the Scope of Work & details, he shall immediately and in writing refer the same to the BNPMIPL who shall decide which is to be followed.

18. Assignments and subletting/Sub-contracting:

The successful bidder in general will not be allowed to assign/ transfer his/ their obligations or benefits either in full or in part to other agency/agencies. Prior approval from BNPM is to be taken for sub-contracting the contract.

19. Employment liability towards workers employed by the contractor :

The Contractor shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All persons engaged by the contractor shall be on Contractor's payroll and paid by Contractor. All disputes or differences between the Contractor and his/their employees

SECTION V – SPECIAL CONDITIONS OF CONTRACT

shall be settled by Contractor.

Purchaser (BNPM) has absolutely no liability whatsoever concerning the employees of the Contractor. Purchaser reserves the right to make payments directly to such employees or sub-contractor of the Contractor and recover the amount in full from the bills of the Contractor and the contractor shall not claim any compensation or reimbursement thereof.

The Contractor shall advise in writing or in such appropriate way to all of his employees and employees of sub-contractors and any other person engaged by him (if any) that their appointment/employment is not by the Purchaser (BNPM) but by the Contractor and that their present appointment is only in connection with the contract with Purchaser (BNPM) and that therefore, such an employment/appointment would not enable or make them eligible for any employment/appointment with the Purchaser (BNPM) either temporarily or/and permanent basis. Under no conditions shall the benefit of BNPM rules, wages & allowances, facilities etc. be claimed by the contractor and for his own employees.

20. Safety & Security Measures:

BNPM is a security organization. The successful bidder should scrupulously conform to the safety and security norms as stipulated by BNPM while working.

21. Risk Purchase :

If the successful bidder fails to abide by the terms and conditions of the tender/work order /LOI /Contract or fails to provide service as per the tender terms / scope of work / any time repudiates the contract / LOI/work order / poor performance / violation(s) of any clause(s) of the agreement or for any bad act of selected bidder / fail to enter into contract agreement/work order/LOI within stipulated time , the purchaser(BNPM) will have the right to do the following :

- i. Termination of the work order/LOI/contract
- ii. 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.
- iii. In case of rendering service through alternative sources, if 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 supplier.
- iv. Security Deposit (PBG) will be forfeited without giving further notice.
- v. Holiday Listing/ Debarment as per the discretion of BNPM.

22. Bid Security :

The Bidder has to submit Bid Security Declaration as per Annexure C , however if the bidder withdraws after opening/finalisation of the tender, then suitable administrative action may be taken including Holiday Listing/ Debarment as per the discretion of BNPM.

23. Performance of successful bidder:

Successful Bidder shall be evaluated for their performance. The performance shall be based on timeliness of deliveries, quality of service, technical support, responsiveness etc.

Based on the above criteria, the Contractor (Successful Bidder) shall be rated in category “A”,

SECTION V – SPECIAL CONDITIONS OF CONTRACT

“B” & “C”. The vendor with rating “C” shall be disqualified/debarred from participating in the tender for certain period.

24.Preference for Micro and Small Enterprises (MSE):

Public procurement policy for Micro and Small Enterprises (MSEs) order, 2012 as notified by Govt of India (GOI) along with its amendments as available in www.msme.gov.in shall be applicable to this tender.

*MSEs should have valid UDYAM Registration Certificate to be eligible for consideration under preference for Micro and Small Enterprises (*MSEs).Quantity is non splittable for this tender.

(To be signed & stamped and submitted along with Techno-commercial Bid Part –I)

SECTION VI – LIST OF REQUIREMENTS

S.No	Brief Description of goods/ services	Tentative Quantity (with unit)	EMD	Remarks
1.	Development, Implementation & Maintenance of BNPM Performance Management System (PMS) portal including Annual Property Returns module	Refer Section VII – Technical Specifications	Not Applicable (Bid security declaration as per Annexure C to be submitted)	-
2.	AMC Support after Go-Live for one year	1 year		

1. Completion Schedule:

S. N.	Stage	Primary Deliverables	Timeline
1	System Study: Conduct System Study, Preparation of SRS & RTM (Requirement Traceability Matrix) . Submit the SRS (Software Requirement Specification) document to BNPM for a signoff.	SRS & RTM	2 (Two) weeks after receipt of LOI/Work Order
2	Designing & Development of the application & Deployment in Staging Environment.	Detailed Design, Development, Integration, Test Cases	6 (Six) weeks after the signoff of SRS
3	UAT (User Acceptance Testing) & UAT Sign-off	UAT Sign-off & testing related documents.	02 (Two) weeks after deployment in Staging Environment
4	GO – Live & Hosting within BNPM Data Centre.	completion of training & handholding including User & Operational Manual	01 (one) week after UAT Sign-off
5	Commencement of AMC for first year	Start after go-live	1 Year

2. **Delivery Terms:** F.O.R (Freight on Road) – BNPM, Mysuru inclusive of To & For transportation charges, Boarding & Lodging, expenses for manpower, tool charges and any other charges to provide required services at the said location.

Place of Delivery of Service:

Bank Note Paper Mill India Private Limited,
Entry Gate 1, Paper Mill Compound,
Note Mudran Nagar,
Mysuru - 570 003.
Karnataka.

(To be signed & stamped and submitted along with Techno-commercial Bid Part –I)

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

Introduction to the project:

The purpose of this document is to invite a suitable party for “Development, Implementation & Maintenance of BNPM Performance Management System (PMS) portal” and to provide comprehensive post go-live support (Annual Maintenance) for one year. Company intends to develop a secure web application portal for PMS process by re-engineering the manual (Hard Copy) process for Performance Management System into application driven approach for approved BNPM PMS Policy.

PMS application package should be strictly as per Company approved PMS Policy documentations norms & its process as per best industry approach. The proposed software package will be hosted on premise and facilitates the secured web-based access environment.

Broad Level of Scope:

- Development, Implementation & Maintenance of BNPM PMS portal along with hosting within BNPM Data Centre. However, all the required Hardware & related IT Infrastructure for hosting will be in scope of BNPM.
- Proposed PMS system will broadly cover two parts, one part will be complete PMS process along with training database & details and other will be Annual Property Returns (APR) functionality as per company policy & procedure.
- Proposed application shall co-exist & integrated with existing HRMS (SPINE HR) system which is hosted on premise, where PMS application shall fetch all the employee related information required which is existing in HRMS System.
- Ensure the compliance of prevailing standards like:
 - a) WCAG 2.0 AA Guideline.
 - b) Should comply with OWASP top 10 principles.
 - c) Web Application should be responsive in nature and shall support all major devices (Desktop/ Laptop/ Mac/ Tablet/ Mobile Etc.) in various resolutions.
 - d) Web Application should be browser friendly and shall support all major browsers (Internet Explorer, Chrome, Opera, Mozilla, Edge Etc.)
- The platform should be scalable and hence modular in nature, so that, any enhancements in future are easily possible.
- Web Application Audit along with Source Code review will be performed by internal or any third-party auditors, where the GAPS / BUGS identified shall be resolved by the bidder as per the recommendations in the earliest time within support phase.
- Documentation of Source Code along with Administration/User Manuals needs to be submitted.
- The project will be treated as "complete" only if BNPM HR Department issues completion certificate and handover to the BNPM is completed. Final Source code of the project along with detailed documentation and IPR (Intellectual Property Rights) is to be transferred to BNPM.
- Open standards compliant- Can integrate with other Applications already running in BNPM.
- The Successful bidder will transfer all Intellectual Property Rights in the Software developed. The source code supplied to BNPM shall at all times be a complete, accurate, and up-to- date copy corresponding exactly to the current production release of the software.
- Annual maintenance service should include maintenance of the web application including all above mentioned features.
- Design, development and demos shall be conducted in the bidders IT infrastructure.

Scope of Services – Overview:

The Scope of the System Integrator (SI) is covered under two phases:

1. Implementation Phase
2. Annual Maintenance Phase

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

1. The first phase. Viz. Implementation Phase broadly covers the following scope:
 - a) Project Overall Governance Planning and Management.
 - b) Application Development:
 - I. Requirement Study & Analysis
 - II. SRS Preparation & sign-off
 - III. Design & Development
 - IV. Data Digitization & Migration (If any)
 - V. User Acceptance Testing
 - VI. Backup – Restoration Capability Testing
 - VII. Roll-out & sign-off
 - VIII. Submission of required Deliverables (Source Code, all related documents, User Training Etc.)
 - IX. Go Live
2. The Annual Maintenance Phase scope covers the maintenance of all components of the project for a period of 1 year post Go-Live. The broad scope are as follows:
 - I. Post Implementation support services
 - II. Application Support, Debugging & change requests
 - III. Fresh Customizations / Developments
 - IV. Handholding support
 - V. Remediation / Bug fixing post Audit (Whenever done by any third-party Audit)
 - VI. Capacity building (Refresher Training & New Audience Training)
 - VII. General requirements

Scope of Services – Project Implementation Phase

This Implementation phase starts from the date of issue of LOI to the SI till the date of Go-Live. The SI (System integrator i.e successful bidder) has to design, develop, migrate, install, test & implement the end-to-end solution for proposed BNPM PMS Web application as per the detailed technical and functional specifications and schedule of requirements given in this document.

- The SI shall also ensure the Applications developed by the SI is free from vulnerabilities.
- The SI shall facilitate the BNPM HR department in sharing the data template / structures in which the manual data needs to be digitized, so that there are no challenges during data migration.
- The SI shall also carry out the necessary Capacity Building & Change management process for effective roll-out of the end-to-end solution.
- BNPM HR Department shall identify Change agents who shall drive the change & training needs for selected audience across HR departments. The training of these Change agents shall be similar to Train the Trainers approach & they would in turn be responsible for training of respective team in their offices. SI shall obtain sign-off letter from the HR Department, including IT Team.

Project Overall Governance Planning and Management

SI will prepare detailed work plan and estimate the timelines and resources required for configuration, customization, extension, integration, and commissioning of the solution as per BNPM requirements.

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

All the plans and frameworks prepared by SI during the Contract period need to be approved by BNPM IT & HR Department.

System Study and Design

The SI shall carry out a detailed systems study for existing PMS Process to understand the Functional Requirements Specifications and formulate the System and Software Requirements Specifications incorporating the functional specifications and standards approved by BNPM HR department.

- The SI should prepare a detailed document on the implementation of online PMS systems with respect to configuration, customization, extension and integration as per the requirement of BNPM.
- As part of the System Study, the SI shall be responsible for Preparation of a comprehensive System Study document by studying the business processes and organization design.
- The SI shall perform the detailed assessment of the functional requirements and prepare FRS report, as part of the System Study document incorporating list of features that shall result in improvement in the overall Application performance.
- SI should clearly understand that the desire of the departments, which is not to create a mere IT Solution but an information infrastructure that will expand, integrate and enhance the functional needs of the departments concerned and other stakeholders.

Requirements Traceability Matrix (RTM)

The SI shall ensure that developed Applications are fully compliant with the requirements and specifications provided in the RFP such as functional, non-functional and technical requirements. For ensuring this, the SI shall prepare a Requirements Traceability Matrix on the basis of Functional Requirements Specifications (FRS), Non-Functional Requirements Specification, and Technical Requirements provided by Department (updated, expanded and fine-tuned by the SI).

Project Documentation

The SI shall create and maintain all project documents as deliverables as per the agreed project timelines and the same shall be reviewed and approved by BNPM authority and respective stakeholder departments.

Project documents include but are not limited to the following:

- Updated As-Is, To-Be document
 - a) Vetted SRS document.
 - b) Requirements Traceability Matrix.
 - c) Detailed Design Document.
 - d) Functional and non-functional testing related documents for Fully functional Applications.
 - e) User and Operational Manual for Applications.

- SRS Document –

The SRS document shall be prepared as per IEEE or equivalent standards which meets all the Business, Functional and Technical requirements of the departments concerned. The SRS documents shall be reviewed and approved by BNPM authority and respective stakeholder departments. Respective stakeholder departments will sign-off on the SRS documents. The SI is required to update the SRS as and when any enhancements / modifications are made to the proposed Applications till the duration of the Contract.

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

- Detailed Design documents shall include -
 - a) Technical Architecture Document (Application, Network, Security and Deployment).
 - b) The available IT infrastructure shall be a part of the document.
 - c) Database architecture, including defining data structure & data dictionary.
 - d) HLD documents
 - i. Application component design including component deployment views, control flows, etc.
 - e) LLD documents
 - ii. Application flows and logic.
 - iii. GUI design (screen design, navigation, etc.).
 - iv. All Test Plans.

All documents are to be kept up-to-date during the course of the project. The SI shall maintain a log of the internal review of all the deliverables submitted. Soft copy of logs shall be submitted to BNPM authority on regular basis.

Security

The systems implemented for project should be highly secure, considering that it is intended to handle sensitive data. The overarching security considerations are described below.

The security services used to protect the solution shall include:

- Identification, Authentication, Access Control, Administration, Audit and support for industry specific standard protocols.
- The solution shall support advanced user authentication mechanisms including multi factor authentication (Email / SMS) & Captcha.
- Security design should provide for a well-designed identity management system, security of digital assets, data and network security, backup and recovery and disaster recovery system.
- The solution should provide for maintaining an audit trail of all the transactions and should also ensure the non-repudiation of audit trail without impacting the overall performance of the system.
- The Application design and development should comply with OWASP top 10 principles.
- Proposed Web application shall be integrated with SSL Certificate which shall be provided by BNPM.

Application Architecture

It has been proposed that the Applications designed and developed must follow best practice and industry standards. In order to achieve the high level of stability and robustness of the Application, the system development life cycle must be carried out using the industry standard best practices and adopting the security constraints for access and control rights. The various modules / Application should have a common Exception Manager to handle any kind of exception arising due to internal/ external

factors. SI should also ensure best practices coding standards throughout the application development, **same shall be evaluated by some third-party code analysis tool by SI and submitted to BNPM.**

Similarly, the modules of the Application are to be supported by the Session and Transaction Manager for the completeness of the request and response of the client request. **The system should have a module exclusively to record the activities/ create the log of activities happening within the system / Application to avoid any kind of irregularities within the system by any User / Application.**

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

An indicative 3-tier architecture (also referred to as multi-tier or N-tier architecture) has been proposed for the Application Solution.

The entire processing should take place in n-tier architecture:

- Front-end software (client tier) - responsible for the presentation of information. Business Process / Service Layer
- Application Layer
- Database Layer

Test Plan

Once the SRS is approved and design is started, the SI shall prepare all necessary Test Plans (including test cases), i.e., plans for Acceptance Testing. Test cases for Initial and Final User Acceptance Testing shall be developed in collaboration with domain experts identified by related Departments. Initial and final User Acceptance Testing shall involve Test Case development, Unit Testing, Integration and System Testing, Functional testing of Application, Performance testing of the Application and finally SI shall also carryout Load/ Stress testing. The SI will submit the test plans and test result reports to BNPM for comprehensive verification and approval.

Requirement on Adherence to Standards

The solution must be designed following open standards, to the extent feasible and in line with overall system requirements set out in this RFP, in order to provide for good inter-operability with multiple platforms and avoid any technology or bidder lock-in.

Compliance with Industry Standards

In addition to above, the proposed solution has to be based on and compliant with industry standards (their latest versions as on date) wherever applicable. This will apply to all the aspects of solution including but not limited to design, development, security, installation, and testing. There are many standards that are summarised below. However, the list below is just for reference and shall not be treated as exhaustive.

- Portal development W3C specifications
- Latest HTML standards
- HTTPS
- Latest encryption protocols

Other Requirements

- The IPR and the Source Code of the proposed solution shall be with the BNPM Authority.
- Secured & Best practices Coding standard where code comment, Consistent code quality, Indentation Etc has to be adopted & maintained, same shall be verified by using static code analysis tool & report for the same has to be submitted as part of deliverables.
- Detailed User and Operational Manual to be provided to each department, whose services will be hosted in the application.
- System should cover all aspects such as confidentiality, Integrity, Availability, backup and recovery, access control, incident management, business continuity management etc.
- Proposed system shall be integrated with BNPM Email Servers for alert & two factor authentication mechanism.
- The proposed solution should be a multi-layered detailed security system covering detailed Audit Log Analysis by producing and maintaining the logs for a period agreed to with BNPM Authority.

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

- The proposed solution should support native optional database level encryption on the table columns, table spaces or backups.
- The proposed solution should be able to monitor the IP address of the system from where a request is received.
- The proposed solution should have the option to be configured to generate audit-trails in and detailed auditing reports.
- The proposed solution must provide ACL objects and a security model that can be configured for enforcement of user rights.
- The proposed solution should have a Business Continuity Plan and a Disaster Recovery Plan prepared and implemented by the SI before commencement of the operations. Robust backup procedures to be established for the same.

Sizing for the IT Infrastructure

The Bidders are required to carefully assess the requirements of this RFP and size the hardware infrastructure to support the scalability and performance requirements of the proposed solution.

However, all the hosting (production environment) related IT Infrastructure shall be provided by BNPM and Hardware & Database licence (industry standard enterprise class database software) will not be in the scope of the bidder / SI.

Bidder has to maintain the development, testing & staging environment on their own.

The Bidder should use licensed version for all the system software required for application development including industry standard enterprise class database software, Application server software, web server software, OS hardening, and all other required software with sufficient number of licenses. Under no circumstance, trial version or any freeware / cracked version tool /software shall be used for the said implementation.

The Bidder will be responsible for providing all the details of the Material and specifications of the IT Infrastructure proposed, OS, licenses of the system software & database, all other equipment proposed as part of its Technical Proposal.

Scope of Services – Annual Maintenance Phase

This phase starts from the successful completion of “Go-Live”. SI shall ensure working of all the infrastructure service mentioned in this document throughout the Annual Maintenance Phase.

Success of the Project would rely on how professionally and methodically the entire Project is managed once the implementation is completed. From the Systems Integrator perspective, this is a critical phase since the quarterly payments are linked to the system performance in the post implementation phases. System Integrator, thus, is required to depute a dedicated team of professionals to manage the Project and ensure adherence to the required quality.

In case of business exigency, successful bidder has to deploy on site resource having sufficient business & technical expertise to maintain, update and incorporate new features as and when required by the user departments.

Overview of Post Implementation Services

An indicative list of activities and nature of support to be provided is mentioned below:

Application Support

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

The SI shall provide application support to the entire application suite. This shall include but not limited to:

- Undertake end-to-end management of database on an on-going basis to facilitate smooth functioning and optimum utilization including regular database backup and periodical testing of backup data, conducting configuration review to tune database, maintaining the necessary documentation and managing database schema, disk space, user roles, and storage.
- SI shall maintain data regarding entitlement for software upgrades, Updates / Upgrades / New releases / New versions / Patches / Bug fixes, enhancements, refreshes, replacements and maintenance.
- Undertake reactive maintenance (any corrective action, maintenance activity that is required post the occurrence of an incident) that is intended to troubleshoot the system with sufficient teams.
- SI should be able to fix the vulnerabilities pointed out by any third-party audit conducted by BNPM at no additional cost within minimum time, depend upon the case severity.

Change Request & Management

SI shall be responsible for making any changes demanded by BNPM during the contract period. The SI needs to adequately plan & deploy to carry out the change in the agreed timeline without any additional charge.

In case of any additional requirement which mandates additional developmental activities in any of the applications beyond the scope of work, then SI (system integrator i.e successful bidder) shall do the same as per requirements. This requirement will be catered based on the Manday rate quoted by the bidder in Form B2. **Efforts required to calculate man days shall be jointly done by BNPM IT Technical Team & SI Technical Team.** SI shall plan to deploy adequate resources accordingly.

Non-Functional Requirements

The non-functional requirements relating to performance, availability, deployment, implementation, operations and others are listed in the subsequent subsection. Based on the assessment of the requirements listed below, SI shall prepare System Requirement Specifications (SRS) and obtain a formal sign-off before proceeding with the design and implementation of the solution.

#	Non-functional Requirements
Technical Solution Architecture Requirements	
1	The proposed solution needs to be architected using robust and proven technologies like Service-Oriented Architecture (SOA) and open industry standards.
2	The solution architecture should be built on sound architectural principles enabling fault-tolerance, high-performance, and scalability both on the software and hardware levels.
Software Architecture Requirements	
1	Software architecture must support flexibility in adding functionalities or Applications.
2	Software architecture must support trace logging, error notification, issue resolution and exception handling.
Development, Testing, Staging, and Production Requirements	

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

1	Appropriate development, test, and staging environments should be provided and explained how they are related to production environment. This must be supported by explanations on how the development, test, and staging environment support the implementation activities of the Solution.
2	Development and test environment should include configuration management capabilities and tools for system configuration, versioning scheme, documentation, change control processes and procedures to manage deployment of solution deployment.
3	The staging environment should be used for functional and user acceptance testing, stress testing, and performance benchmarking.

Project Team Requirements

1	SI should ensure minimum competent workforce as per SDLC & its phases. SI must ensure sufficient no of manpower to segregate the role between all project individuals such as Project Manager, Business Analyst, Development, Testing & deployment. Same shall be shared before commencement of the project.
2	Escalation Matrix, Support details with procedure shall be submitted in initial phase only.

Performance and Scalability Requirements

1	The proposed Solution should provide measurable and acceptable performance requirements for users.
2	The proposed solution should provide optimal and high-performance Portal Solution satisfying response time for slow Internet connections and different browsers.

Implementation Requirements

1	The SI will be required to work closely with BNPM HR Team and related Departments and perform detailed functional requirements and analysis of the proposed Solution to confirm and document functional / system requirement specifications for the portals and its applications to fulfil its objectives.
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Project Management

1	SI is required to provide an implementation plan illustrating all functional analysis, development, testing, staging, and deployment activities. After award of the work order/LOI Project schedule in Gantt Chart form is to be submitted by the successful bidder to BNPM for approval. Successful bidder has to submit monthly progress report with reference to the approved project schedule and action plan to complete the project within scheduled time.
2	NDA has to be done between both the parties as per BNPM Policy.
3	Describe what procedures will be used to keep the project on track, and what escalation procedures will be employed to address any problems with project progress.

Operations Requirements

1	SI will be required to provide with Helpdesk for recording all the day to day problems and other technical incidents occur during the O&M phase. This shall also record the resolution of such incidents & problems. Same shall be shared with BNPM HR Team on quarterly basis as well.
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SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

PMS FUNCTIONAL DETAILS & REQUIREMENTS

Overview:

BNPM is currently having approved PMS (Performance Management System) Policy & guidelines, which is followed in hard copy format, the same PMS is included with training & skill management data as well to track the employee personal & professional growth in effective manner.

BNPM executive has to file Annual Property Returns as per the Govt. of India / PSU guidelines, currently the system is handled through hard copy format, which is then processed by HR & Vigilance Team.

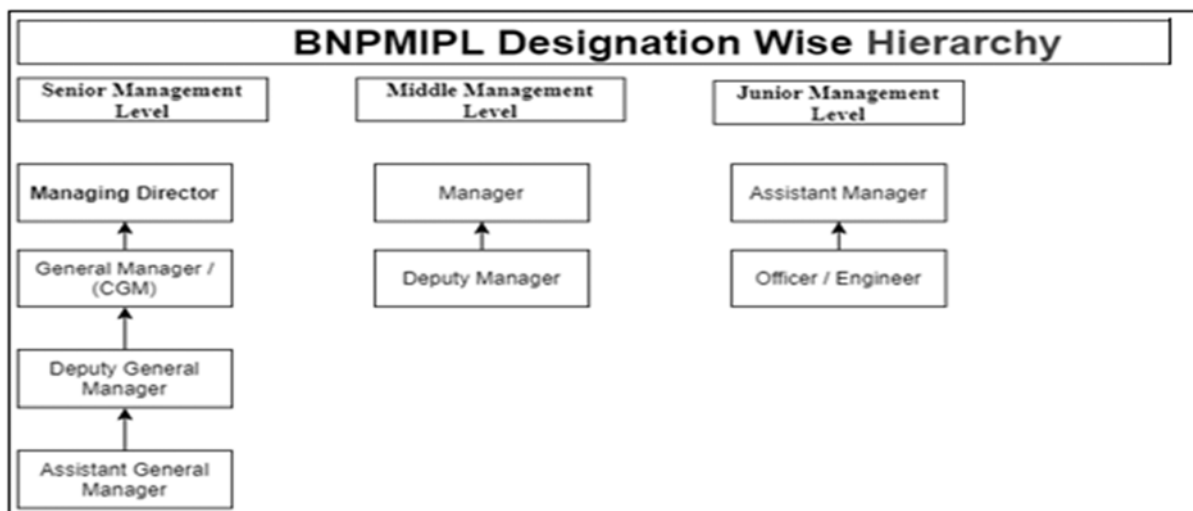
On a high-level view, BNPM is looking forward to ensure effective digital transformation for above mentioned internal process by implementation of centralised Web based PMS application which should cater the PMS, Training needs & details along with Annual Property Returns features for its employees.

The proposed solution should also give effective MIS Capabilities in the form of various Reports, Pie Charts, Graphs to check the effective implementation & status for the same by Management. Also, the proposed solution must have facility of PAR partial and multi reports for an individual in case of any departmental change. Methodology of defining this partial and multi report may be discussed at the time of requirement gathering phase.

EMPLOYEE DATABASE / MASTER:

The application should have complete employee master database which can be integrated with existing HRMS Systems and support minimum 500 employee's database. Employee database shall contain all the relevant information including the workflow for the reporting mechanism which shall be utilised in the proposed PMS process.

Below Diagram shows high level view of employee (executive) designation wise hierarchy within the organisation. It shall be noted that the PMS mechanism / process may be different across levels & designation illustrated in the diagram.



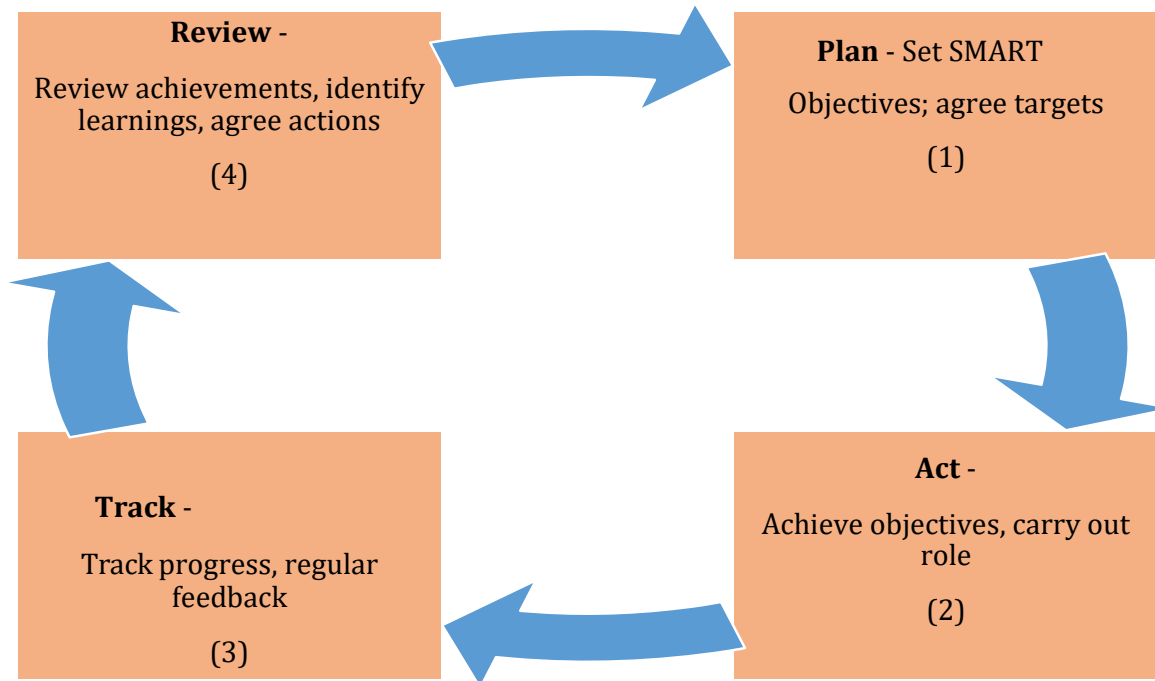
USER CREDENTIALS:

PMS web portal access will be given to all the employees in Executive Cadre (JML, MML & SML) grade by giving user credentials having appropriate password as per BNPM IS Policy. Authentication mechanism should support 2 factor authentication with email including Captcha support.

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

Business workflow of PMS process for each level/designation may differ as per BNPM PMS policy, accordingly development shall be incorporated within proposed PMS Application.

PERFORMANCE MANAGEMENT SYSTEM CYCLE (PMS) CYCLE:



The first stage of this PMS Cycle is Planning, a phase where employees **set SMART objectives** (Specific, Measurable, Achievable, Result-oriented & Time- bound) which contribute to achieving one or more of the company's goals. The idea is to ensure that the organization's goals and values feed into this Planning phase, thereby ensuring that individual performance is aligned with the overall strategy of the organization.

The next stages are 'Act' and 'Track,' **which occur throughout the year**. The employees aim to achieve their objectives and carry out the role effectively, while the line managers **track progress** and provide **regular feedback**. The line managers also guide the employees to correct their actions/behaviors in order to achieve the set targets.

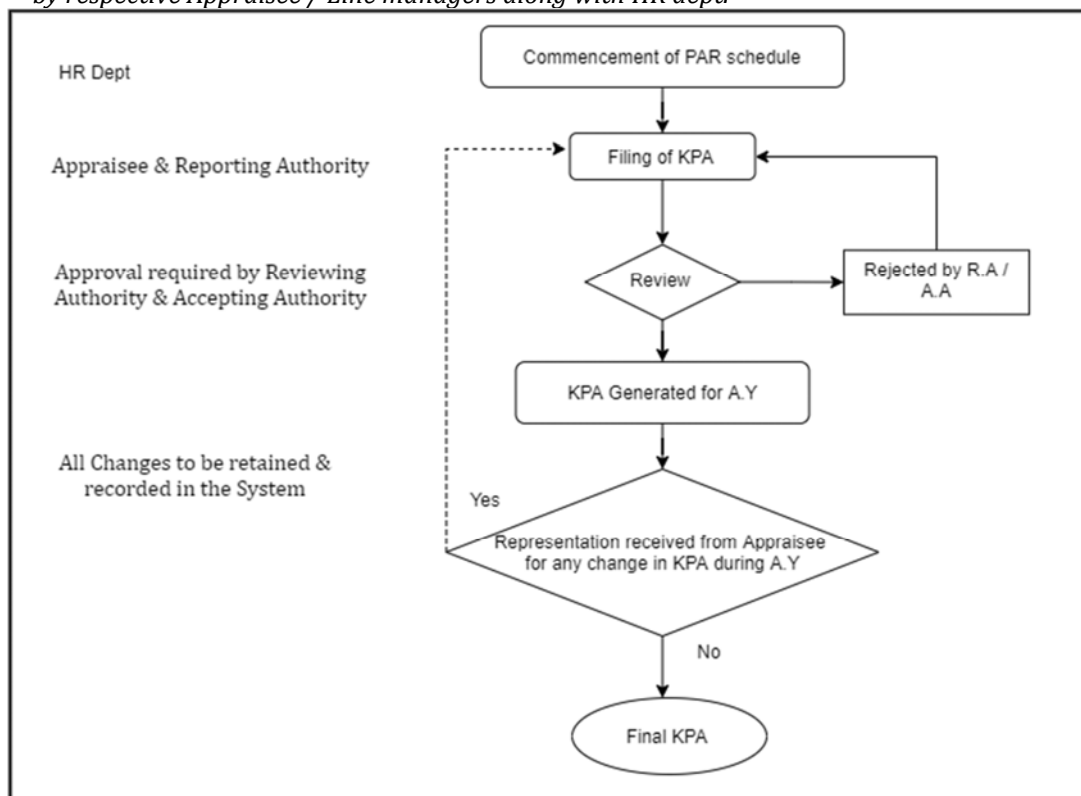
The '**Review**' phase encompasses an annual performance review, a meeting where employee and his reporting authority discuss and evaluate goal progression and completion, performance issues, training & development, opportunities for advancement, etc. **Mid-year/Half-yearly** review provides an opportunity for mid- course corrections due to changes in the external/internal environment.

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BUSINESS WORKFLOW OF KPA:

This section constitutes very first stage of BNPMIPL Performance Management System i.e., Planning of the KPA/KRA for the complete Assessment Year. However, flow chart of the commencement & completion of KPA Cycle has been displayed as per below:

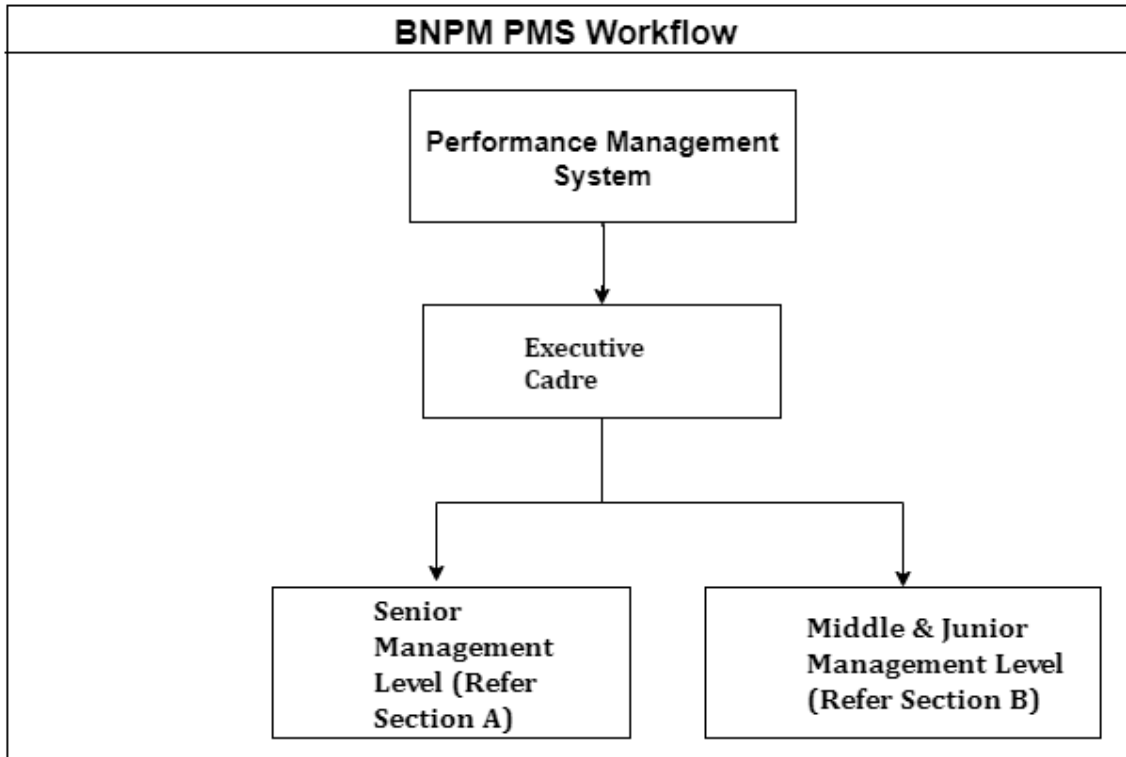
- 1) HR Administrators will open the link to commence the PAR Activities for all the employees within PMS Application for respective Assessment year. All the process defined under this stage should have specific validity, after that operation should be locked and can only be done after involvement of HR dept. by doing appropriate released / open for particular user. Provision for request with justification shall be present in the system.
- 2) Alert mechanism in the form of email has to be implemented for all the process, wherever timeline/schedule is specified.
- 3) Respective user will fetch the KPA as per the hierarchy & template format defined in BNPMIPL as per section A & section B.
- 4) After filing the KPA, same has to be reviewed & approved by Reviewing Authority / Acceptance authority defined for respective user as per workflow assigned under employee master details.
- 5) In case of any administrative changes like transfers / promotion Etc. changes in KPA for the specified A.Y can be done from Appraiser subject to approval from Reviewing & Acceptance Authority (new/existing).
- 6) All the changes made in the records (KPA) has to be reflected in the system which can be checked by respective Appraiser / Line managers along with HR dept.



SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

FORMAT/S FOR PERFORMANCE MEASUREMENT (KPA TEMPLATES)

There will be one single format for the performance appraisal of the personnel in each level. The formats for Performance Assessment Report for Senior, Middle and Junior Management executives are presented in their respective sections.



One Example / Format for each section are given below to understand the business workflow which is required to be incorporated in proposed PMS application.

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

SECTION – A

Detailed PMS Guidelines for Senior Management Executives (AGM/DGM/GM/CGM/MD)

1. EVALUATION COMPONENTS:

Evaluation of Performance through the mode of PMS shall consist of following components and each shall carry separate weightage. It should be noted that the weightage for each below targets & competencies may be different for each designation level as per approved PMS policy.

Designation	Weightage			
	Performance/ Business Targets	Divisional Performance flowing from Business Targets	Personal Attributes and Functional Competencies	Total
Managing Director/Chief Executive (Annexure- 1A)	75	-	25	100
GM/CGM (Annexure- 1B)	40	35	25	100
DGM/AGM (Annexure- 1C)	25	50	25	100

2. PAR FORMAT:

Pl. refer Annexure-1A illustrated as per below. Similarly, Annexure-1B, & Annexure-1C for all relevant formats has to be developed applicable to various post /designation as per Section A of PMS Policy.

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

Annexure-1A

PERFORMANCE APPRAISAL REPORT OF THE MANAGING DIRECTOR

For the year/period from ----- to -----

Each and every section of this form should be filled in by the concerned officer/authority after carefully reading the instructions attached to this form.

Section I - Basic information

1. Name of the Officer reported upon: _____
2. Employee Number: _____
3. Date of Birth: _____
4. Brief Academic & Professional Qualifications:
5. (a) Name of the Post held: _____
(b) Grade of Post held: _____
(c) Date of Continuous Appointment in this Post: _____
(d) Present Pay and Pay Level: _____
(e) Date of continuous Appointment in the same organization: _____
6. (a) Date of First Appointment: _____
(b) Scale of Pay of the Post on First Appointment: _____

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

Annexure-1A

7. Reporting, Reviewing and Accepting Authorities during the year

	Name & Designation	Period worked	
		From	To
Reporting Authority			
Reviewing Authority			
Accepting Authority			

8. Period of absence on leave, etc. during the year

	Period	Type	Remarks
On Leave other than Casual Leave			
Others (specify)			

9. Qualification acquired and Training programmes attended during the year:

(a) Details of Qualification acquired during the year

S. No.	Details of Qualification	Institution from which studied	Details of subjects studied and the marks obtained

(b) Details of Training program attended during the year

Date from	Date to	Institute	Subject

10. Awards/Honours received during the year

--

11. Number of officers for whom PAR was not written by the officer reported upon as Reporting/Reviewing Authority for the previous year

--

12. Date of filing the property return in the prescribed format for the year ending 31st March,

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SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

Annexure-1A

Section II – Self-appraisal of the officer reported upon (KPA Development Phase)

Item No.1: The officer reported upon is first required to give a brief description of his responsibilities, which would normally not exceed about 100 words. Ideally, this should be in bullet form.

Item No.2: In this section, the officer reported upon is required to furnish the details of targets and achievements unless revised by the new Reporting officer. While the targets for the Chief Executive will be only Business targets; for others, the targets will be both Business targets as well as other assigned tasks flowing from Business targets. All officers are required to develop a work plan for the year and agree upon the same with the Reporting officer. The work plan should incorporate the work related to the area of functioning of the concerned officer and it should emanate from the Business targets/goals. The work plan would normally consist of quantifiable targets. The exercise is to be carried out at the beginning of the year and finalized by 30th April, positively.

After the work plan is prepared, it is possible that the officer reported upon is transferred out. There need not be more than one work plan for one post each year. In case of a change of the Reporting officer during the year, the work plan agreed with the previous Reporting officer would continue to apply unless revised by the new Reporting officer. The contribution of the officer reported upon during the period spent by the officer on the post could be considered for evaluating his performance against the work plan.

Item No.3: This section provides an opportunity for the officer to reflect upon his performance during the year and indicate one item in which he/she had made significant contribution during the year. It is always possible for any officer to make significant contribution even in activities otherwise regarded as routine in nature.

Item No.5: The officer reported upon is required to indicate specific areas in which he/she feels the need to upgrade competencies and attend training programs. He/she should also mention the specific steps that he/she has taken or proposes to take to upgrade his/her competencies in the identified area.

1. Brief description of responsibilities:
(Objectives of the position you hold and the responsibilities you are required to discharge, in about 100 words)

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

2. Annual work plan and achievement:

Tasks to be performed	Weightage	Deliverables	Achievement
I - Performance / Business Targets			
II - Other key assigned tasks flowing from Business Targets (Divisional Performance flowing from Business Targets)			
i)			
ii)			
iii)			
iv)			
v)			
vi)			
vii)			
viii)			
ix)			
x)			
Total (i to x)			
III – Grand Total			

Note:

- a) Deliverables refer to quantitative or financial targets or verbal description of expected outputs. The deliverables and the weights for individual key assigned tasks will be decided by the Reporting Authority in consultation with the officer reported upon.
- b) Actual achievements refer to the achievements against the specified deliverables in respect of each task. No explanations for divergences are to be given in this table.
- c) The weightage for Performance/Business targets is 75 for MD/Chief Executive, 40 for CGMs/GMs, and 25 for DGMs/AGMs.
- d) The final achievement based on audited accounts and acceptance by the Board should be filled in Achievement's column of Performance/Business Targets in case of MD/Chief Executive.
- e) The total weightage for other assigned tasks flowing from Performance/Business targets is nil for MD/CEO, 35 for CGMs/GMs, and 50 for DGMs/AGMs.

3. During the period under report, do you believe that you have made any exceptional contribution, e.g. successful completion of an extraordinarily challenging task or major systemic improvement (resulting in significant benefits to the Company and/or reduction in time and costs)? If so, please give a verbal description (within 100 words):

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

4. What are the constraints that hindered your performance?

--

5. Please indicate specific areas of training that will add value to you:

For the current assignment:
For your future career:

6. Declaration

Have you filed your immovable property return in the prescribed format as due? If yes, please mention the date.	Yes/No	
Have you set the annual work plan for all officers for the current year, in respect of whom you are the Reporting Authority?	Yes/No	

Section III - Appraisal of the Reporting Authority (Please read the relevant instructions attached to this form before filling up this section)

Item No.1: The Reporting Authority is required to comment on the self-appraisal made by the officer reported upon in Section II, and specifically state whether he/she agrees with the responses relating to accomplishments. In case of disagreement, the Reporting Authority should highlight the specific portions with which he/she is unable to agree to and the reasons for such disagreement.

Item No.6: In this Section, the Reporting Authority is required to record a numerical grade (not more than 2 decimals) in respect of the work output of the officer reported upon against each of the key assigned tasks.

Item No.7: In this section, the Reporting Authority is also required to record a numerical grade (not more than 2 decimals) in respect of personal attributes and functional competencies of the officer reported upon. To ensure that the personal attributes and functional competencies are clearly understood by all stakeholders of the PAR process, the descriptions of each of them are given in Table No.1 below:

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

Table No.1 – Description of Personal Attributes and Functional Competencies

S. No.	Personal Attributes and Functional Competencies	Description of Personal Attributes and Functional Competencies
i)	Effective communication skills	Communicates articulately and assertively to influence critical stakeholders and strives to achieve a win-win solution.
ii)	Strategic orientation and Decision-making ability	Demonstrates comprehensive business and environment awareness including related laws and rules; develops/aligns self and team to the long-term business strategy and overall organizational vision. Considers multiple factors while taking decisions for long term organization impact.
iii)	Problem solving and Analytical ability	Analyzing and solving a problem by identifying the elements and relationships of a problem in a systematic way and identifying logical links.
iv)	Ability to develop and motivate team members	Provides direction and support, encourages team work, inspires and motivates team and manages conflict to accomplish group objectives while focusing on capability enhancement of the team
v)	Ability to coordinate and develop collaborative partnerships	Builds collaborative partnerships with internal and external stakeholders and leverages relations through networking to meet organizational objectives.
vi)	Innovation and change orientation	Takes initiative; manages and champions change and learning processes; encourages new and innovative approaches.
vii)	Planning and organizing	Ability to plan and organize own as well as team activities, prioritize and handle contingencies to meet set goals and objectives within defined timelines.
viii)	Result orientation	Demonstrates drive for results and ensures that operating practices and performance results adhere to high standards of efficiency and excellence
ix)	Business Acumen	Understands the tie between and revenue and expenses; utilizes financial data and information to make sound business decisions that promote cost consciousness, profitability, revenue and growth.
x)	Role based functional competency	Demonstrates knowledge of rules and laws, systems and processes, functional domain and IT applications in order to carry out the assigned role with conviction

In order to bring in more objectivity in the assessment of the attributes and competencies and minimize bias, benchmarking for assigning grades to various Personal Attributes and Functional Competencies are indicated in the Table No.2 given below: -

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Table No. 2 – Benchmarking for assigning grades to Personal Attributes and Functional Competencies

Grade	Description of the benchmark	Details of Behavior competencies
1	Consistently exceeds expectations (Grade 9-10)	Demonstrates exemplary behaviors, consistently in all situations far above that are required for effectiveness in the current role. Demonstrates outstanding professional attributes, which indicates strong potential for rapid future development.
2	Consistently meets expectations (Grade 7-8)	Consistently demonstrates behaviors which surpass those required for effectiveness in current role. Demonstrates professional skills that indicate strong potential for future advancement.
3	Meets expectations most of the times (Grade 5-6)	Regularly demonstrates behaviors at the level required for effectiveness in current role. Displays the required level of proficiency for this competency, exceeding expectations at times.
4	Partially meets expectations (Grade 3-4)	Inconsistently or partially demonstrates behaviors required for effectiveness in current role; however significant progress is required to achieve the expected proficiency level for this competency.
5	Consistently does not meet expectations (Grade 1-2)	Does not sufficiently demonstrate behaviors required for effectiveness in current role and immediate improvement is needed to achieve the required proficiency level for this competency.

Item No.8: In this section, the Reporting Authority is required to comment on the integrity of the officer reported upon. In recording remarks on integrity, he/she need not limit him/herself only to matters relating to financial integrity but would also take into account any violation, by the concerned officer, of the code of conduct laid down by the Board. The following procedure should be followed in filling up column relating to integrity: (i) If the Officer's integrity is beyond doubt, it may be stated; (ii) If there is any doubt or suspicion, a separate secret note should be recorded and sent to the Reviewing Authority after recording this fact in the column relating to integrity. (iii) Where it is not possible either to certify the integrity or to record secret note, the Reporting Authority should state that he/she has not received anything against the officer reported upon.

The Reviewing Authority will ensure that the follow up action on the secret note submitted by the Reporting Authority is taken expeditiously. If, as a result of the follow up action, the doubts or suspicions are cleared, the integrity of the officer reported upon should be certified and an entry made accordingly by the Reviewing Authority in the Performance Appraisal Report. If the doubts or suspicions are confirmed, this fact should also be recorded by the Reviewing Authority in the PAR. If as a result of the follow up action, the doubts or suspicions are neither cleared nor confirmed, the officer's conduct should be watched for a further period of one year and the outcome should be recorded in the Performance Appraisal Report by the Reviewing

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

Authority. The final decision on the integrity of the officer shall be communicated by the Reviewing/Accepting Authority to the concerned officer and also to the Reporting Authority.

Item No.9: The Reporting Authority is also required to record a descriptive pen-picture on the overall qualities of the officer reported upon and his performance and this should be consistent with the numerical grade given to the officer. This should try to cover overall qualities of the officer, including areas of strengths. The pen-picture is also meant to be a qualitative supplement to the quantitative assessments made in earlier part of this section.

Item No.10: Finally, the Reporting Authority is required to record an overall grade by adding the weighted average grade indicated in Item no. 6 & 7.

1. Please state whether you agree with the responses relating to the accomplishments of the work plan as filled out in Section II. If not, please furnish factual details.

2. Please comment on the claim (if any) made by the officer reported upon about his exceptional contribution.

3. Has the officer reported upon met with any significant shortfall in achieving the targets? If yes, please furnish factual details.

4. Do you agree with the constraints mentioned by the officer reported upon that had hindered his performance and, if so, to what extent?

5. Do you agree with the competency up-gradation needs as identified by the officer?

6. Assessment of the achievements made against the targets:

(This assessment should rate the officer vis-à-vis his peers and not the general population. Grades should be assigned on a scale of 1-10, in maximum of 2 decimal numbers, with 10 referring to the best grade and 1 to the lowest grade. Weightage to this Section will be 75%).

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Particulars	Weightage	Reporting Authority		Reviewing Authority		Initials of Reviewing Authority
		Absolute grade	Weighted grade	Absolute grade	Weighted grade	
	(a)	(b)	$(c = a \times b)/10$	(d)	$(e = a \times d)/10$	
I – Performance / Business Targets						
	(a)	(b)	$(c = a \times b)/10$	(d)	$(e = a \times d)/10$	
II - Other key assigned tasks (Divisional Performance flowing from Business Targets)						
i)						
ii)						
iii)						
iv)						
v)						
vi)						
vii)						
viii)						
ix)						
x)						
Total (i to x)		-		-		
III – Grand Total I & II		-		-		

Weighted grade is to be computed by multiplying the absolute grade by the weight. Overall grading is to be computed by summing up the weighted grade rounding off to 2 decimals.

7. Assessment of Personal Attributes and Functional Competencies:

(Grades should be assigned on a scale of 1-10, in maximum of 2 decimal numbers, with 10 referring to the best grade and 1 to the lowest grade. Weightage to this Section will be 25%)

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

S. No.	Particulars of Personal Attributes and Functional Competencies	Grade by Reporting Authority	Grade by Reviewing	Initials of Reviewing
i	Effective communication skills			
ii	Strategic orientation and Decision-making ability			
iii	Problem solving and Analytical ability			
iv	Ability to develop and motivate team members			
v	Ability to coordinate and develop collaborative partnerships			
vi	Innovation and change orientation			
vii	Planning and organizing			
viii	Result orientation			
ix	Business Acumen			
x	Role based functional competency			
	Total (i to x)			
	Overall Grading of Personal Attributes and Functional competencies (Total/4)			

All the personal attributes and functional competencies (S. No. i to x) carry equal weights. Overall grading is to be computed by dividing the total grade by 4 and rounding off to 2 decimals.

8. Integrity

(Please comment on the integrity of the officer reported upon by choosing any one of the following options):

i)	Beyond doubt	
ii)	Integrity of the officer is doubtful. A separate secret note is attached.	
iii)	Nothing adverse has been received about the officer	

9. Pen picture by Reporting Officer. Please comment (in about 100 words) on the overall qualities of the officer including areas of strengths and those which need improvements. The pen picture should be consistent with the overall grade furnished in Item no. 10.

10. Benchmarking of the Grade:

Outstanding	90-100
Very Good	Less than 90 to 70
Good	Less than 70 to 50
Fair	Less than 50 to 33
Poor	Less than 33 to 0

Grade Awarded =

(To be Calculated by System)

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

Annexure-IA

Section IV – Review by the Reviewing Authority (Please read the relevant instructions attached to this form before filling up this section)

Item No.1: This Section is to be filled up by the Reviewing Authority. He/she is required to indicate whether he/she agrees with the assessments made by the Reporting officer. In case of disagreement, he/she may record his own assessment about the work output and/or any of the attributes in the column specifically provided for the purpose in Item No.6 and/or Item No.7 of Section III. The numerical grades should not be given in more than 2 decimals.

Item No.3: In case of disagreement with the assessment made by the Reporting Authority, the Reviewing Authority should record the details of disagreement and the reasons for the same in this section.

Item No.4: In this section, the Reviewing Authority should comment on the pen picture written by the Reporting Authority.

Item No.5: Finally, the Reviewing Authority is required to record in this section an overall grade by adding the weighted average grade indicated in Item no. 6 & 7 of Section III.

1. Do you agree with the assessment made by the Reporting officer with respect to discharge of responsibilities and various attributes of the officer reported upon in Section III? (In case you agree with the assessments made by the Reporting Authority, please make a note to that effect in the space provided for you in Item No. 6 and 7 of Section III. If you do not agree with any of the numerical assessments made by the Reporting Authority, please record your assessments in the space provided for you in Item No.6 and 7 of Section III).

Yes/No

2. Do you agree with the assessment of the Reporting officer in respect of extraordinary achievements and/or significant shortfalls of the officer reported upon?

Yes / No

3. In case of difference of opinion, details and reasons for the same may be given.

4. Comments, if any, on the pen picture written by the Reporting Authority.

5. Benchmarking of the Grade:

Outstanding	90-100
Very Good	Less than 90 to 70
Good	Less than 70 to 50
Fair	Less than 50 to 33
Poor	Less than 33 to 0

Grade Awarded = (To be Calculated by System)

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

Annexure-IA

Section V – Acceptance by the Accepting Authority (Please read the relevant instructions attached to this form before filling up this section)

Item No.1: This Section is to be filled by the Accepting Authority. He/she is required to indicate whether he/she agrees with the assessments made by the Reporting Authority/Reviewing Authority.

Item No.2: In case of difference of opinion, the Accepting Authority is required to give details and reasons for the same in this section.

Item No.3: Finally, the Accepting Authority is required to record in this section an overall grade. In case the overall grade given to the officer reported upon by the Reporting/Reviewing Authority is not consistent with the pen picture given by them, the Accepting Authority should make suitable changes to the overall grade to make them consistent.

1. Is the overall grade given by the Reporting/Reviewing Authority is consistent with the pen picture given by them?

Yes/No

2. Do you agree with the remarks of the Reporting /Reviewing Authorities?

Yes/No

3. In case of difference of opinion, details thereof and reasons for the same may be given.

--

4. Benchmarking of the Grade:

Outstanding	90-100
Very Good	Less than 90 to 70
Good	Less than 70 to 50
Fair	Less than 50 to 33
Poor	Less than 33 to 0

Grade Awarded=

--

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

Annexure-IA

Section VI – Review by the Acceptance Authority in the light of the representation received from the officer reported upon

In this section, the Accepting Authority will fill in the form, the final decision of the Acceptance Authority on the representation, if any, made by the officer reported upon.

1. Whether the Accepting Authority considers any merit for revising the overall grade given earlier to the officer reported upon in the light of the representation made by him/her?

Yes/No

2. If Yes, please indicate the revised overall grade:

Outstanding	90-100
Very Good	Less than 90 to 70
Good	Less than 70 to 50
Fair	Less than 50 to 33
Poor	Less than 33 to 0

Grade Awarded=

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

SECTION – B

Detailed PMS Guidelines for Middle & Junior Management Executives (Officer/AM/DM/MGR)

1. EVALUATION COMPONENTS:

Evaluation of Performance shall consist of following components and each shall carry weightage as mentioned below:

PARTS	COMPONENTS	Total Marks (Officer & AM)	Total Marks (DM & MGR)
PART I	PERFORMANCE	75	70
	A. Departmental/Sectional Performance	05	05
	B. Group/Team Performance	15	15
	C. Individual Performance	55	50
PART II	COMPETENCIES/TRAITS	25	30
	TOTAL	100	100

IMPORTANT: As per the BNPM PMS Policy, system should allow multiple KPA to the individual, which can be fixed in case of Transfer / Role Upgradation Etc. However same has to be initiated by HR Team only. In case of any new KPA formation the previous shall be closed for the individual Assessment year and marks shall be calculated for the same period at the end of A.Y.

Marks for each KPA will be incorporated only if the period for the KPA is more than 3 months, in case period is less than 3 months, marks will not be incorporated at the end of Assessment Year.

Part-I deals with the Performance. Performance management is a broad concept that involves understanding and acting on the performance issues at each level of organization, from individuals, teams and departments to the organization itself.

It is to be clearly understood that KPA formation has to be done at 2 levels i.e., at individual level & department level, in case of sections i.e. A & B. This has to be clearly defined along with other parameters while SRS design & vetting. For example, under Section B which covers Junior Management Level & Middle Management Level Under Part I, has to be clearly defined in the starting of the assessment year for each individual cadre under respective section by HOD. This has to be uniformly created for everyone within KPA Templates:

- A. Departmental/Sectional Performance
- B. Group/Team Performance

Above KPA Template shall be fixed & non editable for the individual (Appraisee), however HOD who has fixed the same can alter this within stipulated time or with concurrence with HR Team.

As part of ACT & Track, software should be able to incorporate /record the regular feedback from line managers throughout the year for Point A & B against KPA components. In this section individual cannot give any comment and should be only used for feedback purpose throughout the year.

In cases where there is no clear difference between Department/Section performance and Group/Team performance, the performance would be termed as Departmental/Sectional Performance and the combined marks assigned would be 20 marks. The Head of the Department (AGM & above) may clarify the stand before initiating the PMS cycle.

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

For Part II, Point C. Individual Performance, KPA has to be filled by individual (appraisee) along with respective reporting authority where system should allow to create the KPA with appropriate weightage as per the INDIVIDUAL PERFORMANCE PLAN.

Mentioned KPA under Individual Performance Plan has to go for review & approval for the subsequent authority for finalisation for each Assessment Year.

As part of ACT & Track, software should be able to incorporate the regular achievements, remarks along with feedback from line managers throughout the year for Point C against KPA components.

Part-II deals with the Competencies/Traits of the employee being appraised. A separate list of competencies & their description is provided for both Officer/Engineer/Asst. Manager and Dy. Manager/Manager as listed under:

*For Junior Management Executives (25 marks)
(Officers/Engineers/Assistant Managers)*

Sl. No.	Attributes & their Description	Maximum Marks
1	Job Knowledge: Extent of theoretical knowledge & practical know-how as related to assigned tasks; related/allied jobs & knowledge of current developments in his own field	5
2	Planning & Coordination: Ability to meticulously plan his job & effectively coordinate with his team members in achievements of common organizational goals	5
3	Quality of Work: General excellence of output, methods and systems	5
4	Developing Subordinates: Ability to interact, guide, counsel and nurture subordinates with a view not only to help them to perform their present job effectively but also to groom them for meeting greater responsibility/challenge	5
5	Potential to shoulder higher responsibilities: Ability & attitude to take up higher level responsibility and set pace for the team members towards goal achievement	5
TOTAL MARKS		25

The above Part II KPA will be non-editable field which should get reflected to each individual in the KPA Template itself.

As part of track & review Part II KPA feedback from Reporting / Reviewing Authority shall be able to be incorporated at Half Yearly Review for better clarity.

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

Each of the Competency mentioned above is described/defined in detail for awarding of marks as under:

Attribute	Marks				
	5	4	3	2	1
Job Knowledge: Extent of theoretical knowledge & practical know-how as related to assigned tasks; related/allied jobs & knowledge of current developments in his own field	Has excellent knowledge in theoretical as well as practical aspects of defined areas	Has good knowledge and updates regularly	Has adequate job knowledge	Has reasonable job knowledge	Has little or no job knowledge
Planning & Coordination: Ability to meticulously plan his job & effectively coordinate with his team members in achievement of common organizational goals	Has excellent planning & coordinating ability	Has good Planning & Co-ordinating ability	Has adequate Planning & Co-ordinating ability	Has reasonable Planning & Co-ordinating ability	Lacks Planning & Co-ordinating ability
Quality of Work: General excellence of output, methods & systems.	Consistently maintains highest level of quality in all areas of work	Always maintains good level of quality in all areas of work	Maintains adequate level of quality in all areas of work	Maintains reasonable level of quality in all areas of work	Unsatisfactory level of quality of work

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

Developing Subordinates: Ability to interact, guide counsel and nurture subordinates with a view not only to help them to perform their present job effectively but also to groom them for meeting greater responsibility/ challenge	Extremely successful in helping and training his subordinates to assume higher responsibilities	Good in identifying subordinates capacity & training them for assuming higher responsibility	Adequate ability to develop subordinates	Makes an attempt to develop subordinates	Lacks ability to develop subordinates
Potential to shoulder Higher responsibilities: Ability to take up higher level responsibility & set pace for the team members towards Goal achievement.	Always prepared to shoulder higher responsibilities	Very often prepared to shoulder higher responsibility	Often prepared to shoulder higher responsibilities	Sometimes prepared to shoulder higher responsibilities	Never prepared to shoulder higher responsibilities

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

For Middle Management Executives (30 marks) (Deputy Managers/Managers)

Sl. No.	Attributes & their Description	Maximum Marks
1	Professional Competence: Functional, managerial ability/attitude in application of job knowledge to set perspective plan and fulfilment of the same with optimum use of resources	5
2	Quality Consciousness: General excellence of the work/job executed. Efforts to achieve quality improvement plan strive for higher standards.	5
3	Developing Subordinates: Ability to interact, guide, counsel and nurture subordinates with a view not only to help them to perform their present job effectively but also to groom them for meeting greater responsibility/challenge	5
4	Team Building: Ability to interact, command & influence people with a view to have cohesiveness amongst them to ensure thrust in the direction of achievement of targets	5
5	Optimum Utilisation of Resources – Make effective and efficient use of time, resources both internal and external to achieve work related goals & strategic objectives. They devise, develop and coordinate plans, make use networks, people strengths such that they can leverage the existing resources to achieve work related goals.	5
6	Potential to shoulder higher responsibilities: Ability to take up higher level responsibility and set pace for the team members towards goal achievement	5
TOTAL MARKS		30

Each of the Competency mentioned above is described/defined in detail for awarding of marks as under:

Attribute	Marks				
	5	4	3	2	1
Professional Competence: Functional, managerial ability & attitude in application of job knowledge to set perspective plan & fulfilment of the same with optimum use of resources	Has excellent professional competence	Professionally quite competent	Has adequate professional competence	Has reasonable professional competence	Professionally Incompetent

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

Quality Consciousness: General excellence of the work / job Executed. Efforts to achieve quality improvement plan strive for higher standards	Consistently maintains highest level of quality in all areas of work	Always maintains good level of quality in all areas of work	Maintains adequate level of quality in all areas of work	Maintains reasonable level of quality in all areas of work	Unsatisfactory level of quality of work
Developing Subordinates: Ability to interact, guide counsel and nurture subordinates with a view not only to help them to perform their present job effectively but also, to groom them for meeting greater responsibility / challenge	Extremely successful in helping and training his subordinates to assume higher responsibilities	Good in identifying subordinates capacitate and training them for assuming higher responsibilities	Adequate ability to develop subordinates	Makes an attempt to develop subordinates	Lacks ability to develop subordinates
Team Building: Ability to interact, command & influence people with a view to have cohesiveness amongst them to ensure thrust in the direction of achievement of targets	An excellent team builder and leads the team towards fulfilment of targets	Good ability to build an effective team	Adequate ability to build a team	Reasonable ability to build a team	Lacks ability to build a team

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

Optimum Utilisation of Resources – Make effective and efficient use of time, resources both internal and external to achieve work related goals & strategic objectives. They devise, develop and coordinate plans, make use networks, people strengths such that they can leverage the existing resources to achieve work related goals.	Always utilizes all resources to their best use in order to achieve set targets	Very often utilizes all resources at hand to their best use to achieve set targets	Often utilizes all resources at hand to their best use to achieve set targets	Sometimes utilizes all resources at hand to their best use to achieve set targets	Never utilizes all resources to their best use to achieve set targets
Potential to shoulder Higher responsibilities: Ability to take up higher level responsibility & set pace for the team members towards Goal achievement.	Always prepared to shoulder higher responsibilities	Very often prepared to shoulder higher responsibility	Often prepared to shoulder higher responsibilities	Sometimes prepared to shoulder higher responsibilities	Never prepared to shoulder higher responsibilities

Part-III deals with the Performance & Competencies Profile where the marks would be allotted by both the Reporting & Reviewing Authority w.r.t Performance (Part-I) and Competencies/Traits (Part-II).

The Reporting Authority would assign the marks and associated grade to the employee. The Reviewing Authority would also assign the marks and associated grade. As the Reviewing Authority would have the required/relevant data with regard to the overall performance of the Department/Section, he would also mention the average marks allotted by him and allotted by the Reporting Authority which normally would be considered as final unless there is a variation of 15% or more w.r.t the lowest marks assigned, either by the Reporting or Reviewing Authority, in which case the Accepting Authority would assign his individual marks and grade to the employee without any bias and thus, the assigned marks and grade by the Accepting Authority becomes final.

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

The last portion deals with the assessment of Training & Development needs where the Reporting, Reviewing and Accepting Authority would mention their comments and provide specific inputs for the training & development of the employee. These inputs should become part of the Training Need Identification and further, relevant training & development programs may organize for the individual employees based on the recommendations.

2. PAR FORMAT:

Pl. refer Annexure-II for all relevant formats with instructions.

Annexure-II

FOR EXECUTIVES **(OFFICER/AM/DM/MGR)**

PERFORMANCE ASSESSMENT REPORT

For the Period:	From:	To:
------------------------	--------------	------------

PERSONAL DATA

(To be filled by the HR Department)

Name of the Unit/Office:			
Name of the Employee:			
Designation:			
Employee Code:			
Department:			
Pay Level:			
Qualifications: (Academic & Professional)			
Date of Birth:			
Date of Joining in COMPANY:			
Date of Confirmation:			
Date of Joining in Present Pay Level/Post:			
Positions Held (To be filled by the Appraisee)			
From	To	Unit/Location	Position Held

Leave Record		
Nature of Leave	No. of Days	No. of Spells
Earned Leave		
Sick Leave		
EOL		
Others/Specify		

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

PART – I: PERFORMANCE

A. ANNUAL PERFORMANCE PLAN

Key Performance Areas (KPA's) together with measures/indicators and maximum marks are to be jointly agreed upon between the Appraisee at the beginning of the review period and then fill in format given below:

INDIVIDUAL PERFORMANCE PLAN		
Key Performance Areas	Measures/Indicators	*Maximum Marks
<i>Example 1: Recruitment – Average lead time to roll out Offer Letter to new recruits</i>	<i>90 days</i>	<i>10</i>
<i>Example 2: Training & Development – Training hours per employee per year</i>	<i>10 hours/year</i>	<i>10</i>

(NOTE: Normally, the Annual Performance Plan is finalized for the entire year from April to March of subsequent year; however, in case of business exigencies, the Reporting Authority in consultation with the Appraisee may edit/ modify the KPA's, measures/indicators and marks after obtaining approval from the Accepting/Reviewing Authority)

***Total Maximum Marks = 100**

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

B. HALF-YEARLY / YEAR-END PERFORMANCE REVIEW:

The KPAs and measures after incorporating changes, if required, will be recast from the previous page, year-end review will be carried out by the Appraiser/Reporting Authority in consultation with the Reviewing Authority.

YEAR-END REVIEW					
Key Performance Areas	Measures/ Indicators	Maximum Marks	Actual Achievement (given by Appraisee)	Review (By Rep. Authority)	Marks Awarded* (to be filled by the Rep. Authority)
1. <i>Example 1: Recruitment – Average lead time to roll out Offer Letter to new recruits</i>	<i><=90 days</i>	<i>10</i>	<i>82 days</i>	<i>85 days</i>	<i>10</i>
2. <i>Example 2: Training & Development – Training hours per employee per year</i>	<i>10 hours/year</i>	<i>10</i>	<i>8 hours/year</i>	<i>7 hours/year</i>	<i>7</i>
3.					

Total Performance Marks = $\frac{\text{Total marks obtained} \times 50^*}{\text{Total maximum marks}}$ = _____
for the year

(Prorated to total marks of 50*)

(Note: * indicates weightage of 50% for 'Officers & Asst. Managers' and 55% for 'Dy. Managers & Managers')

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

PART C – SELF APPRAISAL SHEET

APPRAISEE TO FILL UP THIS PART AND SUBMIT TO REPORTING
AUTHORITY AT THE END OF THE YEAR

PART D – PERFORMANCE REVIEW SHEET

COMMENTS ON PERFORMANCE BY THE APPRAISER AFTER REVIEW DISCUSSION INCLUDING
TRAINING NEEDS AND DEVELOPMENT

PART E – REVIEWING AUTHORITY COMMENTS

PART F – 'INTEGRITY' of the Appraisee

	Beyond Doubt	Doubtful (A separate secret note may be attached)
Reporting Authority (Pl. tick)		
Reviewing Authority (Pl. tick)		
Appraisee has submitted the property returns for the year ending 31 st March, _____ on or before the due date		(YES / NO)
Whether any disciplinary proceedings pending against the appraisee?		(YES / NO)

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

PART – II

ASSESSMENT OF COMPETENCIES/TRAITS

PART G – FOR ‘OFFICERS/ENGINEERS’ & ‘ASST. MANAGERS’

Sl. No.	Attributes & their Description	Max. Marks	Reporting Authority	Reviewing Authority	Accepting Authority*
1	Job Knowledge: Extent of theoretical knowledge & practical know-how as related to assigned tasks; related/allied jobs & knowledge of current developments in his own field	5			
2	Planning & Coordination: Ability to meticulously plan his job & effectively coordinate with his team members in achievements of common organizational goals	5			
3	Quality of Work: General excellence of output, methods and systems	5			
4	Developing Subordinates: Ability to interact, guide, counsel and nurture subordinates with a view not only to help them to perform their present job effectively but also to groom them for meeting greater responsibility/challenge	5			
5	Potential to shoulder higher responsibilities: Ability & attitude to take up higher level responsibility and set pace for the team members towards goal achievement	5			

	TOTAL MARKS	25			
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(To be filled by the Accepting Authority ONLY if there is a variation of 15% or more w.r.t. the lowest marks assigned, either by the Reporting or Reviewing Authority. The assessment Marks & Grade awarded by the Accepting Authority is Final.)*

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

PART H – FOR ‘DEPUTY MANAGERS’ & ‘MANAGERS’

Sl. No.	Attributes & their Description	Max. Marks	Reporting Authority	Reviewing Authority	Accepting Authority*
1	Professional Competence: Functional, managerial ability/attitude in application of job knowledge to set perspective plan and fulfilment of the same with optimum use of resources	5			
2	Quality Consciousness: General excellence of the work/job executed. Efforts to achieve quality improvement plan strive for higher standards.	5			
3	Developing Subordinates: Ability to interact, guide, counsel and nurture subordinates with a view not only to help them to perform their present job effectively but also to groom them for meeting greater responsibility/challenge	5			
4	Team Building: Ability to interact, command & influence people with a view to have cohesiveness amongst them to ensure thrust in the direction of achievement of targets	5			
5	Optimum Utilisation of Resources – Make effective and efficient use of time, resources both internal and external to achieve work related goals & strategic objectives. They devise, develop and coordinate plans, make use networks, people strengths such that they can leverage the existing resources to achieve work related goals.	5			
6	Potential to shoulder higher responsibilities: Ability to take up higher level responsibility and set pace for the team members towards goal achievement	5			
	TOTAL MARKS	30			

(To be filled by the Accepting Authority ONLY if there is a variation of 15% or more w.r.t. the lowest marks assigned, either by the Reporting or Reviewing Authority. The assessment Marks & Grade awarded by the Accepting Authority is Final.)*

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

PART – III

PERFORMANCE & COMPETENCIES PROFILE

Final Marks Scored

PARTS	COMPONENTS	Total Marks	Reportin g	Reviewin g
PART I	PERFORMANCE	75/70		
	A. SECTIONAL PERFORMANCE	05		
	B. GROUP/TEAM PERFORMANCE	15		
	C. INDIVIDUAL PERFORMANCE	55/50		
PART II	COMPETENCIES/TRAITS	25/30		
	TOTA	100		
	GRADE			
	TOTAL MARKS (AVERAGED)			
	GRADE AWARDED (AVERAGED)			

Note:

1. The weightages of Performance & Competencies/Traits are 75/70 & 25/30 for 'Officers and AMs' & 'DMs and MGRs'
2. The Marks/Grade allotted by the Reporting and Reviewing Authority needs to be averaged and the same has to be entered in the 'Marks Scored' column by the Reviewing Authority.

Comments of the Reporting Authority

Comments of the Reviewing Authority

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

PART – IV

ASSESSMENT BY THE ACCEPTING AUTHORITY

I have perused the assessment and agree with the Final Marks of _____ & Final Grade of _____ as awarded by the Reviewing Authority.

ASSESSMENT (The below assessment may be filled by the Accepting Authority ONLY if there is a variation of 15% or more w.r.t. the lowest marks assigned, either by the Reporting or Reviewing Authority. The assessment Marks & Grade awarded by the Accepting Authority is Final.)

YEAR-END REVIEW					
Key Performance Areas	Measures/ Indicators	Maximum Marks	Actual Achievement (given by Appraisee)	Review (By Accepting Authority)	Marks Awarded* (to be filled by Accepting Authority)
1. Example 1: Recruitment – Average lead time to roll out Offer Letter to new recruits	<=90 days	10	82 days	100 days	9
2. Example 2: Training & Development – Training hours per employee per year	10 hours/year	10	8 hours/year	6 hours/year	6
3.					
4.					

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

PERFORMANCE & COMPETENCIES PROFILE

Final Marks Scored

PARTS	COMPONENTS	Total Marks	Accepting
PART I	PERFORMANCE	75/7	
	A. SECTIONAL PERFORMANCE	05	
	B. GROUP/TEAM PERFORMANCE	15	
	C. INDIVIDUAL PERFORMANCE	55/5	
PART II	COMPETENCIES/TRAITS	25/3	
	TOTA	100	
	GRADE		

Assessment of Training and Competence Development Needs

(This sheet should be sent to Head of HR Department by the Accepting Officer for necessary action at their end)

1. Name of the Executive:
2. Designation:
3. Department:
4. Employee No.:

Please indicate the training and competence development needs of the appraisee and his/her potential. Specify the areas in which the person needs counselling.

By the Reporting Authority

Training and Competence Development:

By the Reviewing Authority

By the Accepting Authority

BNPM intends to create a training master details, where all the training details can be mapped to the employee for effective utilization of PMS. Training & skill development tracking is to be made as an integral part of PMS as per BNPM requirement.

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

SECTION - C

Detailed PMS Guidelines for Industrial Workmen **(I.W. GRADE I/II/III/IV)**

EVALUATION COMPONENTS:

Evaluation of Performance shall consist of following components and each shall carry weightage as mentioned below:

Sl. No.	Components	Maximum Marks
1	Performance with Quality & Reliability	50
2	Attendance & Punctuality (including leave record)	30
3	Conduct & Discipline	10
4	Housekeeping	05
5	Any outstanding work done during the period (Suggestions/innovations/ Initiatives/etc.)	05
TOTAL		100

Sl. No.	<u>Description of Components</u>
1	<p>Performance with Quality & Reliability:</p> <p>Level of accomplishment of assigned tasks. Reporting Authority to monitor tasks assigned during the Appraisal Year so as to ascertain achievements. Also to be noted is the general excellence of the work executed, efforts put in to achieve quality improvement, plans executed to strive for higher standards, etc. Performance to be assessed keeping in mind the extent of theoretical knowledge and practical know-how related to assigned tasks, related/allied jobs of the appraisee. The following points also to be considered before assessing the performance:</p> <ul style="list-style-type: none"><i>a. Assesse Performs without any instruction/supervision</i><i>b. Assesse Performs with minimal instructions/supervision</i><i>c. Assesse Requires several instructions/regular supervision</i> <p>Performance management is a process by which the organization involves its employees, as individuals and members of a group, in improving organizational effectiveness in accomplishing organizational goals. The component 'Performance' includes not just includes the individual performance of the employee but also the performance of his/her group/team and his/her department/section.</p> <p>Performance as referred earlier is classified into performance at each level of the organizational hierarchy. The targets are cascaded down from the Senior Management to the workmen category passing through different levels of</p>

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

hierarchy. Out of the total 100 marks, 50 marks is assigned to the performance of the individual. However, the individual is also responsible for achieving team/group goals and departmental/sectional goals set at the beginning of the year. Therefore, the individual's performance is given more weightage and the marks allotted to the Group/team performance and Departmental/Sectional is considerably lower. The Sectional/Departmental Head may at the beginning of the year, based on the targets cascaded down the hierarchy, may inform the employees their individual targets which may be assessed at the end of the performance year with a half-yearly review at the end of six months.

Components of Performance with Quality & Reliability with weightages:

	Category	Max. Marks
a.	Departmental/Sectional Performance	10
b.	Group/Team Performance	15
c.	Individual Performance	25
	TOTAL	50

The first component deals with the Performance of the Department/Section as a whole for which the individual employee in the respective department is also responsible. Similarly, the second component of Group/Team Performance is important for all the tasks assigned for that particular team and all the team members are responsible for achieving the set team targets. The third component being Individual performance assesses the performance delivered by the individual alone with reference to the targets notified by the Departmental/Sectional Head at the beginning of the year.

In cases where there is no clear difference between Department/Section performance and Group/Team performance, the performance would be termed as Departmental/Sectional Performance and the combined marks assigned would be 25 marks. The Head of the Department (AGM & above) may clarify the stand before initiating the PMS cycle.

- 2** **Attendance and Punctuality:**
General discipline in adhering to work timings and attendance. Reporting/Reviewing Authority should also take into consideration the number of days on which the Workman has been on EOL visà-a-vis total working days of the Division / Office during the Appraisal Year. The following points may be considered before assigning the marks:
- i) *Late coming – Regular/rare/No*
 - ii) *Early going – Regular/rare/No*
 - iii) *Leave record – No. of leaves availed and no. of spells w.r.t. EOLs.*
 - iv) *Leave availed without information/approval*
 - v) *Frequently going out of office on personal reasons*

- 3** **Conduct and Discipline:**
General Behaviour, Conduct and Discipline at the workplace. Reporting/Reviewing Authority while awarding marks to consider issuance of charge sheet(s) / initiation of disciplinary action(s), punishments imposed etc., if any, against the assessee.

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

4	Housekeeping: Level of standards of housekeeping at work place. Ensure that work/cleaning schedules are followed. Complete required documentation for the same. Following established safety procedures and precautions when performing tasks. Ensure that the work areas are maintained in a clean, safe and good condition and keep work areas free of hazardous objects/exposure. Report maintenance needs to the supervisors.
5	Any outstanding Work done during the period (Suggestions / Innovations / Initiative etc.) Marks to be awarded based on the number of acceptable and implementable suggestions made towards efficiency improvement, safety improvement, reduction in wastage, improvement in productivity and profitability, etc.

The Assessment deals with the assessment of various components as described above. The marks would be allotted by both the Reporting & Reviewing Authority w.r.t. all the five components of performance.

The Reporting Authority would assign the marks and associated grade to the employee. The Reviewing Authority would also assign the marks and associated grade. As the Reviewing Authority would have the required/relevant data with regard to the overall performance of the Department/Section, he would also mention the average marks allotted by him and allotted by the Reporting Authority which normally would be considered as final unless there is a variation of 15% or more w.r.t. the lowest marks assigned, either by the Reporting or Reviewing Authority, in which case the Accepting Authority would assign his individual marks and grade to the employee without any bias and thus, the assigned marks and grade by the Accepting Authority becomes final. However, the Accepting Authority would take inputs with regard to the Performance and Competencies from both the Reporting and Reviewing Authority before assigning his marks and grade to the employee.

The last portion deals with the assessment of Training & Development needs where the Reporting, Reviewing and Accepting Authority would mention their comments and provide specific inputs for the training & development of the employee. These inputs should become part of the Training Need Identification and further, relevant training & development programs may organize for the individual employees based on the recommendations.

PAR FORMAT:

Pl. refer Annexure-III for all relevant formats with instructions.

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

FOR INDUSTRIAL WORKMEN

Annexure - III

(GRADE I/II/III/IV)

PERFORMANCE ASSESSMENT REPORT

For the Period: From:

To:

PERSONAL DATA

(To be filled by the HR Department)

Name of the Employee (Mr./Ms.):			
Designation:			
Employee Code:			
Department/Section:			
Pay Level:			
Qualifications:			
a) On Joining COMPANY			
b) Acquired during service			
Date of Birth:			
Date of Joining in COMPANY:			
Date of Confirmation:			
Date of Joining in Present Pay Level/Post:			
Positions Held			
<u>Fro</u> <u>m</u>	<u>T</u> <u>a</u>	<u>Unit/Location</u>	<u>Position Held</u>

Leave Record		
Nature of Leave	No. of Days	No. of Spells
Earned Leave		
Sick Leave		
EOL		
Others/Specify		

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

ASSESSMENT:

(The Reporting/Reviewing Authority may please read and understand the description of the Traits given at the end of this sheet before filling up the PAR Sheet)

Sl. No.	Components	Max. Mark	Reporting	Reviewing	Accepting
1	Performance with Quality & Reliability	50			
2	Attendance & Punctuality (including	30			
3	Conduct & Discipline	10			
4	Housekeeping	05			
5	Any outstanding work done during the period (Suggestions/innovations/ Initiatives/etc.)	05			
TOTA		10			
Signature					
Name					
Designation					
Department					

(* - Entire column to be filled by the Accepting Authority only if there is a variation of 15% or more w.r.t. the lowest marks assigned, either by the Reporting or Reviewing Authority. In that case, the assessment Marks & Grade awarded by the Accepting Authority is Final)

Benchmarking of the Grade:

Outstanding	Very Good	Good	Fair	Poor
90-100	Less than 90 to 70	Less than 70 to 50	Less than 50 to 33	Less than 33 to 0

Grade assigned by Reporting Authority	
Grade assigned by Reviewing Authority	

To be entered by the Reviewing Authority:

Final Marks Awarded =

(Marks assigned by the Reporting & Reviewing Authority to be averaged)

Final Grade Awarded =

(Based on averaged marks assigned)

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

ASSESSMENT BY THE ACCEPTING AUTHORITY:

I have perused the assessment and agree with the Final Marks of _____ & Final Grade of _____ as awarded by the Reviewing Authority.

Grade Assigned~	
------------------------	--

(~ - To be filled by the Accepting Authority ONLY if there is a variation of 15% or more

Comments/Observations, if any:

Signature :

Name :

Designation/Grade :

Department :

Date :

General Assessment (Inputs to be provided for Training & Development):

	Reporting	Reviewing	Accepting Authority
Strengths			
Areas requiring improvement			
Training & Development Needs <i>(needs indicated by the employee to be kept in view)</i>			
Signature: Name: Designation: Department: Date:			

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

Sl. No.	<u>Brief Description of Components Evaluated</u> <i>(The Reporting/Reviewing Manager may consider these as broad guidelines/descriptions before assessing filling the PAR Sheet)</i>
1	<p>Performance with Quality & Reliability: Level of accomplishment of assigned tasks. Reporting Authority to monitor tasks assigned during the Appraisal Year so as to ascertain achievements. Also to be noted is the general excellence of the work executed, efforts put in to achieve quality improvement, plans executed to strive for higher standards, etc. Performance to be assessed keeping in mind the extent of theoretical knowledge and practical know-how related to assigned tasks, related/allied jobs of the appraisee. The following points also to be considered before assessing the performance:</p> <ul style="list-style-type: none"> <i>a. Assesse Performs without any instruction/supervision</i> <i>b. Assesse Performs with minimal instructions/supervision</i> <i>c. Assesse Requires several instructions/regular supervision</i> <p>Performance is to adjudged based on the following 03 components and their weightages have been assigned as under:</p> <p>The total marks thus obtained may be entered in the PAR Sheet under the heading 'Assessment ☐ Performance with Quality & Reliability'</p>
2	<p>Attendance and Punctuality General discipline in adhering to work timings and attendance. Reporting/Reviewing Authority should also take into consideration the number of days on which the Workman has been on EOL visà-a-vis total working days of the Division / Office during the Appraisal Year. The following points may be considered before assigning the marks:</p> <ul style="list-style-type: none"> <i>i) Late coming – Regular/rare/No</i> <i>ii) Early going – Regular/rare/No</i> <i>iii) Leave record – No. of leaves availed and no. of spells w.r.t. EOLs.</i> <i>iv) Leave availed without information/approval</i> <i>v) Frequently going out of office on personal reasons</i>
3	<p>Conduct and Discipline General Behavior, Conduct and Discipline at the workplace. Reporting/Reviewing Authority while awarding marks to consider issuance of charge sheet(s) / initiation of disciplinary action(s), punishments imposed etc., if any, against the assessee.</p>
4	<p>Housekeeping Level of standards of housekeeping at work place.</p>
5	<p>Any outstanding Work done during the period (Suggestions / Innovations / Initiative etc.) Marks to be awarded based on the number of suggestions made etc.</p>

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

Annual Property Returns:

Annual Property Returns is an integral part of BNPM process, which needs to be mandatorily submitted by all executives within BNPM. As of now the process is driven via Hard copy submission, same need to be digitally transformed within the proposed application. Some of the high-level requirements along with existing format are given below.

- After login in PMS application, user will see the File APR tab, after clicking the same, Submission Year needs to be selected as drop-down functionality.
- After selecting the Year, various tabs need to be opened, where employee needs to fill as per the APR format within the system.
- For subsequent year filing, last details should be popped up, so that user needs to only add/delete the rows in order to file the data for APR.
- The system should be highly confidential, and details should only be visible to the Vigilance / HR dept. users only.
- Once the APR is submitted, email alert should be done for the acknowledgement.

Existing APR format for BNPM:

Statement of Immovable Properties as on 1st April 20XX

- | | |
|---|---|
| 1. Name of the declarant officer:
2. Designation:
3. Employee No.:
4. P.F. Index No.:
5. Office & Department: | 6. Date of first appointment in the Company
7. Date of present appointment:
8. Present pay and allowance*:
9. Date of previous statement |
|---|---|

Details of the property				Held in		Reference no. with date and name of office according prior permission**	Total Cost Rs.	Details of sources Rs.	Approximate present value Rs.	Annual income (if any) Rs.	Remarks
Plot of land / flat / building	Area (sq. ft)	Complete address	Year / month of acquisition	Own name / the name of	Relationship with employee						
1	2	3	4	5	6	7	8	9	10	11	12

Signature: _____
Date: _____

The particulars of immovable properties acquired in own name, in the names of names of family members or any other persons by purchase, lease (including short-term), mortgage, inheritance, gift or otherwise should be furnished in the statement. Particulars of a property acquired by the spouse of an employee out of his / her own funds should also be reported by the employee in this return.

In the case of the return being on first appointment, the details will relate to the immovable properties held on the date of appointment and in the case of annual returns the immovable properties held as on 1st April of the year.

* Monthly gross salary as on 31.03.20XX.

** In case of acquisition of any immovable property by inheritance, prior permission of the Competent Authority is not necessary for obvious reason. However, in such a case "acquired by inheritance" should be specifically indicated under the column. This should include cost of any additional construction and major alternations / repairs which adds to the initial value of the property. Approximate value keeping in view the local conditions may be indicated.

PART-II

PROGRESS IN ACQUISITION FO THE IMMOVABLE PROPERTY / FLAT / CONSTRUCTION OF HOUSE ETC. WHICH HAS RECEIVED THE COMPANY'S

PRIOR PERMISSION

Name of the Dist. Sub-Division, Taluk & Village in which property is situated	Name & Details of the property		Sources of funds (details to be furnished)	Name of the office, letter no. & date under which Company's prior permission has been obtained for acquisition	Present position in regard to the acquisition of the property	Remarks
	Housing & other buildings	Lands				
1	2	3	4	5	6	7

Signature _____

Date _____

SECTION VII – TECHNICAL SPECIFICATION & SCOPE OF WORK

Statement of Shares / Debentures / Securities (including bearer securities) / bonds held by officers and members of their families as on 1st April 20XX

(Part 'A')

Statement showing details of shares / debentures / securities / bonds acquired and held as on 1st April 20XX
(Other than those acquired under preferential quotas)

Sl. No.	Name of issuing Company	No. of shares / Debentures / Securities / bonds / units	Face Value (Rs.)	Cost of acquisition (Rs.)	Mode of acquisition (i.e. whether public issue / rights issue / renunciation bonus / purchases through Stock Exchange (Rs.))	Date of acquisition (month & year)	In whose name held (i.e. self or other member/s of family-State relationship)	Source of funds for acquisition	Date of reporting the transaction to the Company in Form 2 in case the consideration exceeded specified limit	Remarks, if any (use reverse or separate sheet where necessary)
1	2	3	4	5	6	7	8	9	10	11

Signature _____

Grand Total _____

Date: _____

Notes:

- Shareholdings which were declared in the earlier statement (as on 01.04.20XX) should be included in the statement also if they continue to be held as on 01.04.20XX. Shareholdings which were earlier reported in the previous year/s but were disposed of during the financial year 20XX-XX irrespective of the value of each of such transaction may be indicated at the end of the statement as a footnote.
- Details of bearer securities such as Indira Vikas, Kisan Vikas Patra etc. should be furnished in this Part.

PART- 'B'

Statement showing details of shares / debentures / securities / bonds if any, acquired under promoters' quota, employees' quota, other reserved quota or private placement and held as on 1st April 20XX

Sl. No.	Name of issuing Company	No. of shares / Debentures / Securities / bonds / units	Face Value (Rs.)	Cost of acquisition (Rs.)	Mode of acquisition (i.e. whether public issue / rights issue / renunciation bonus / purchases through Stock Exchange (Rs.))	Date of acquisition (month & year)	In whose name held (i.e. self or other member/s of family-State relationship)	Source of funds for acquisition	Date of reporting the transaction to the Company in Form 2 in case the consideration exceeded specified limit	Remarks, if any (use reverse or separate sheet where necessary)
1	2	3	4	5	6	7	8	9	10	11

Grand Total _____

(a) I hereby, solemnly declare that I have furnished all the information in Parts 'A' and 'B' of the statement as on 1st April, 20XX about my own and my family members holdings of shares, debentures securities, bonds, units etc. The information is true, correct and complete to the best of my knowledge and belief and I understand that if any part of it is found to be incomplete, incorrect or false in any respect, I shall be liable for action under the Bank Note Paper Mill India Private Limited Service Rules as being adopted for employees of BNPM also.

(b) I also declare that

- ** All transactions regarding acquisition / disposal of shares / securities for individual value exceeding the specified limit * undertaken during the previous calendar year have been reported to the Company in Form 2.
- ** No transactions relating to acquisition / disposal of shares securities for value exceeding the specified limit* were undertaken during the previous calendar year.

(** Strike out whichever is not applicable under authentication)

Encls:

Signature _____

NOTES FOR PART 'B'

- The declaration should include details of the assets paid for even if the script have not been received since the allotment is firm.
- Shareholdings which were declared in the earlier statement (as on 01.04.20XX) should be included in this statement also if they continue to be held as on 01.04.20XX.
- The circumstances under which the allotment was applied for and accepted should be fully explained and relative documentary evidence such as offer / allotment letter etc. should be attached. If requisite documentary evidence / explanation was tendered in connection with last year's declaration and accepted by the Company, brief particulars including reference number and date of the Company's letter, if any, should be cited.
- If the shares / debentures / securities / bonds / units were acquired out of a preferential quota by virtue of earlier shareholdings in the Company concerned or another associate / group company, this fact should be mentioned clearly in the 'Remarks' column duly supported by certified copies of suitable documentary evidence.

* The limits specified under Clause XX.X of the Company's Service Rules.

Note:

Clause XX.X of Company's Service Rules is reproduced for reference:

"Every employee of the Company shall within one month report to the Competent Authority every transaction concerning movable property owned or held by him in his own name or in the name of a member of his family.

Explanation

- The term 'every transaction concerning movable property owned or held by him' includes all transactions of sale or purchase with value exceeding the limit as prescribed by the Management from time to time (presently, Rs. 50,000/-).
- When the spouse of an employee acquiring movable assets either in his/her own name or in the name of his/her own children or others, out of his/her own fund/funds acquired by him/her by way of gift and the assets so acquired is beneficially owned by him/her, no prior permission of the Company is necessary; however, the transaction has to be reported in the annual return."

Reports & MIS Functions:

Various Report & MIS related functionalities may be required for effective decision making by accessing PMS Application, same may be incorporated as per the data availability in the system. Complete details for the same may be collected in requirement gathering phase.

(To be signed & stamped and submitted along with Techno-commercial Bid Part –I)

SECTION VIII- QUALITY CONTROL REQUIREMENT

We will provide services mentioned in scope of work and compliance statements given below.

Sl.no.	Description of Work	Bidder Compliance Yes / No / Deviation
1	The successful bidder shall conform to the technical specification/ scope of work as depicted in Section-VII of the Tender Document.	
2	The Successful bidder shall furnish the following documents in respect of the individual manpower who will be deployed by it in the BNPM before the commencement of work.	
a	List of Persons to be deployed	
b	Certificate of verification of antecedents of person by local police authority.	
c	Detailed proof of identity like aadhar card, driving licence, bank account details, proof of residence and recent 2 photographs of the personnel to be deployed by the agency in BNPM.	
3.	The successful bidder shall be responsible for compliance of all prevailing statutory provisions relating to Minimum Wages Act, Provident Fund and Employees State Insurance Act, Factories Act, Employees State Insurance Act, Contract Labour Act, Payment of Wages Act, Employees Compensation Act, Karnataka Labour Welfare Fund etc., in respect of the persons deployed by it in the BNPM.	
2.	The successful bidder shall also be liable for depositing all taxes, statutory obligation, levies, cess etc., on account of services rendered by the bidder to BNPM to concerned tax, ESI, EPF authorities from time to time as per extant rules and regulations on the matter. In case, the successful agency/bidder fails to comply with the statutory/taxation liabilities under appropriate law, and as a result thereof, the BNPM is put to any loss/obligation, monetary or otherwise, the BNPM will deduct the same from the monthly bills and/or the performance security deposit of the agency/bidder, the extent of the loss or obligation in monetary terms.	
3.	The bidder should provide online presentation of the proposed software, methodology and prototype in pre bid meeting. Bidders who will not participate in pre bid meeting and / or not providing aforementioned presentation will not be considered for evaluation even after submission of bid.	

(To be signed & stamped and submitted along with Techno-commercial Bid Part –I)

SECTION VIII- QUALITY CONTROL REQUIREMENT

COMMERCIAL COMPLIANCE STATEMENT:

Sl. no.	Features	Requirements of BNPMIPL, Terms & conditions	Whether Agreed by the firm	Deviation, if any
01	Technical Requirement/Scope of work	As per Section VII	Yes agreed	
02	Completion schedule	As per section –VI – List of Requirement	Yes agreed	
03	Payment terms	As per SCC , Sec V	Yes agreed	
04	Performance Security	As per SCC , Sec V	Yes agreed	
05	Liquidated Damage	As mentioned in the tender	Yes agreed	
06	Tender terms & conditions	We have gone through entire tender document thoroughly including GIT (Section II - General Instructions to Tenderer), GCC (Section IV - GENERAL CONDITIONS OF CONTRACT) <u>and confirm that we don't have any counter conditions.</u> We also understand that offer with counter conditions is liable for rejection	Yes agreed	
07	Compliance to SIT , SCC clauses	As per SIT, Sec – III and SCC , Sec V	Yes agreed	
08	No. of pages	Total number of pages in Technical Bid		

Authorized signatory & stamp

(To be signed & stamped and submitted along with Techno-commercial Bid Part –I)

SECTION IX – QUALIFICATION/ ELIGIBILITY CRITERIA

Category	Eligibility Criteria	Documents required in support of eligibility criteria
General	a) Bidder* shall be Individual/ firm/ company/ corporate / LLP / HUF / limited company intending to bid should be bonafide, experienced, technically competent, resourceful and financially sound to carry out the assigned order. *Any bidder from a country which shares a land border with India will be eligible to bid in the tender only if the bidder is registered with the Competent Authority (The Registered Committee constituted by the Department for Promotion of Industry and Internal Trade)	Company's registration / Certificate of incorporation/Partnership Deed/Any other registration certificate as applicable Sealed & Signed Annexure – B on company's letter head.
	b) Bidder should have valid GST registration certificate	Copy of GST certificate
	c) Bidder should have valid PAN card.	Copy of PAN card
	d) Bidder should have not been blacklisted / debarred by BRBNMPL/ SPMCIL/ BNPMIPL/ Government of India.	Declaration as per Annexure –A on company's letter head duly Signed & with company seal to be submitted
Experience & Past Performance	The bidder should have minimum of 5 years of exposure in industry.	Company's registration / Certificate of incorporation/Partnership Deed/Any other registration certificate (as applicable)
	The bidder should have successfully executed/ implemented/ developed and supported at least 1 Web Application during last 5 years ending on 30.11.2021	Copy of work order / agreement / contract. And Work Completion Certificate / Documentary evidence of completion of aforementioned work order / agreement/contract as issued by client of the bidder
Financial Standings	a) Average annual turnover of the bidder firm during last three financial year's period ending 31.03.2020 should be more than Rs. 5,16,000/- (Rupees Five Lakhs Sixteen Thousand only)	Audited balance sheet and profit & loss statement for FY 2017-18, 2018-19 and 2019-20. (In case of unaudited Balance Sheet and Profit & Loss statement, provisional Balance Sheet and Profit & Loss statement are to be submitted.) Chartered Accountants certificate for Turnover, Profit and Net worth may be accepted for the bidders, where tax audits has been exempted as per the existing Govt. orders issued before tender closing date. ** Erosion shall be considered only on account of reported loss in the statement of P&L account, which has led to reduction in capital.
	b) Net worth of the firm should not be in negative and should have not eroded by more than 30% in the last three financial years period ending on 31.03.2020.	

SECTION IX – QUALIFICATION/ ELIGIBILITY CRITERIA

Note: Apart from the aforementioned criteria, bidders must attend pre bid meeting and should provide online presentation of the proposed software, methodology and prototype in pre bid meeting. Bidders who will not participate in pre bid meeting and / or not providing aforementioned presentation will not be considered for evaluation even after submission of bid.

*** Any bidder from a country which shares a land border with India will be eligible to bid in the tender only if the bidder is registered with the Competent Authority (The Registered Committee constituted by the Department for Promotion of Industry and Internal Trade)**

- I) Bidder means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms, or companies), every artificial judicial person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person participating in a procurement process.
 - II) “Bidder from a country which shares a land border with India” for the purpose of this order means:-
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary controlled through entities incorporated, established or registered in such a country, or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country, or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An India (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
 - III) The beneficial owner for the purpose of (iii) above will be as under :-
 - 1) In case of a company or limited liability partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercise control through other means.
- Further explanation:
- a) “Continuing ownership interest” means ownership of or entitlement to more than twenty five per cent of shares or capital or profits of the company;
 - b) “Control” shall include the right to appoint majority of the director or to control the management or policy decision including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;
 - 2) In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who , whether acting alone or together, or through one or more judicial person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

SECTION IX – QUALIFICATION/ ELIGIBILITY CRITERIA

- 4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 5) In case of a trust, the identification of beneficial owners(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership
- IV) An agent is a person employed to do any act for any another, or to represent another in dealings with tired person.
- V) The successful bidder shall not be allowed to sub contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- VI) A bidder is permitted to procure raw material, components, sub-assemblies etc., from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the competent authority, as it is not regarded as sub-contracting.
- VII) However, in case a bidder has proposed to supply finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the competent authority.
-

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

All experience, past performance and capacity/ capability related/ data should be certified by the authorised signatory of the bidder firm. The credentials regarding experience and past performance to the extent required as per eligibility criteria submitted by bidder may be verified from the parties for whom work has been done.

We confirm that, we are competent and legally authorized to submit the tender and / or to enter into legally binding contract.

We (Name of the company) have submitted the required documents in support of the eligibility criteria mentioned above.

Authorized Signature with stamp & date

(To be signed & stamped and submitted along with Techno-commercial Bid Part –I)

SECTION IX – QUALIFICATION/ ELIGIBILITY CRITERIA

ANNEXURE -A

Tender No: BNPM/OTE/PMS/0566 /2021-22 Dated 09.12.2021

(To be submitted on the letterhead)

DECLARATION

I) We do hereby declare that,

1. We have not been blacklisted/ debarred by BNPMIPL/ BRBNMPL/ SPMCIL or any Govt. Departments for participation in tenders. The information provided above is correct and true to the best of my knowledge and belief.

2. The director/proprietor of the bidding firm are not closely related to BNPMIPL.

In case, at any time the information furnished is found to be false, you may disqualify/ debar me/ us as deemed fit.

II) We do hereby declare that we have read and understood all terms and conditions of tender document including GIT, SIT, GCC, SCC, Technical Specification, Quality Control Criteria and confirm to abide to those conditions without any counter conditions.

Signature _____

Name-----

Designation-----

Date-----

Stamp of the Organization-----

SECTION IX – QUALIFICATION/ ELIGIBILITY CRITERIA

ANNEXURE –B

Tender No: BNPM/OTE/PMS/0566 /2021-22 Dated 09.12.2021

(To be submitted on the letterhead)

DECLARATION

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that M/s is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that M/s fulfills all requirements in this regard and is eligible to be considered." (Where applicable, evidence of valid registration by the Competent Authority shall be attached)

I, the undersigned, declare that the item originate in (Name of the country).

Signature _____

Name-----

Designation-----

Date-----

Stamp of the Organization-----

SECTION IX – QUALIFICATION/ ELIGIBILITY CRITERIA

ANNEXURE C

Tender No: BNPM/OTE/PMS/0566/2021-22 Dated 09.12.2021

(To be submitted on the letterhead)

BID SECURITY DECLARATION

We, the undersigned, declare that we will automatically be suspended from being eligible for bidding in any tender with Bank Paper Mill India Private Limited, Mysore for the period of 12 months, if we are withdrawing our Bid during the period of bid validity (or) fail / refuse to furnish the performance security / execute the contract, if awarded.

Signature _____

Name-----

Designation-----

Date-----

Stamp of the Organization-----

SECTION X – TENDER FORM

(Bidder shall use this covering letter while submitting the offer)

To

Date _____

Bank Note Paper Mill India Private Limited
Administrative Building
Entry Gate No 1, Paper Mill Compound,
Note Mudran Nagar
Mysuru 570 003
Karnataka

Ref: Your Tender document No.....dated.....

We, the undersigned have examined the above mentioned tender enquiry document, including amendment No. -----, dated ----- (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver..... (description of goods and services) in conformity with your above referred document for the sum as shown in the price schedule(s), attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 6, read with modification, if any, in Section V- "Special Conditions of Contract", for due performance of the contract.

We agree to keep our tender valid for acceptance for a period up to 120 days, as required in the GIT clause 19, read with modification, if any in Section-III -"Special Instructions to Tenderers" or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

(Signature with date)

(Name and designation)

Duly authorized to sign tender for and on behalf of

SECTION XI – PRICE SCHEDULE

(TO BE FILLED ONLINE ONLY THROUGH E-PORTAL)

(A copy of sealed & signed blank price schedule has to be submitted along with pre-qualification & techno-commercial offer)

Dear Sir,

Sub: PERFORMANCE MANAGEMENT SYSTEM AND ANNUAL PROPERTY RETURN SOFTWARE

Ref: Tender No: BNPM/OTE/PMS/ 0566/2021-22 Dated 09.12.2021

FORM B1

Sch No.	Description	UOM	Qty.	SAC	Price (INR)					
					Basic price (Incl. of all charges except GST) (INR)	GST @ (18%) (INR)	Total price (Incl. of all charges & GST) (INR)	Input Tax Credit for SAC (INR)	Effective price (net of input tax credit) (INR)	Total Effective price (net of input tax credit) (INR)
A	B	C	D		E	F=E*18%	G=E+F	H=F	I=G-H	J=I*D
1	Design, development, implementation of BNPM Performance Management System (PMS) portal including Annual Property Returns Module	LS	1							
2	AMC Support after Go- Live for one year	year	1							
Total effective price (net of input tax credit) for design, development, implementation of BNPM Performance Management System portal including Annual Property Returns Module and any other charges (F.O.R – BNPM, Mysore site) in Figures (INR)										
Total effective price (net of input tax credit) for design, development, implementation of BNPM Performance Management System portal including Annual Property Returns Module and any other charges (F.O.R – BNPM, Mysore site) in Word (INR)										

We have received and understood the above tender enquiry and are pleased to submit our price bid as under:

Method of evaluation: The method of evaluation of bidder for awarding the contract shall be on **overall lowest (L-1) effective price** (i.e. overall price quoted by the bidder for all the items less GST) quoted by the bidder on F.O.R – BNPM, Mysuru basis.

()

Seal

Name

Signature with Date

SECTION XI – PRICE SCHEDULE

Note:

i) Price should be quoted exactly as per the format given above; Price bids quoted with separate format or / and with conditions / Counter conditions are liable for rejection.

ii) Multiple / Variable rate for single item, would lead to rejection of offer.

iii) Effective price will be calculated based on Total Price less input GST amount. L-1 status shall be decided considering total effective price.

iv) Bidder shall note that no extra cost will be considered over and above the price quoted in the price bid and hence bidder shall ensure that price submitted in the price bid is quoted considering complete technical specifications as defined in the tender document. The expenses towards transportation of man & materials, accommodation (food & lodging) of personnel, local transport & travel, expenses etc. will be in the scope of bidder.

v) Bidder shall be eligible to pass on the input credit which has been deducted from Total price to arrive at Effective price.

vi) Prices quoted in Form B2 will not be considered for price evaluation purpose.

(To be signed & stamped and submitted along with Techno-commercial Bid Part –I)

SECTION XI – PRICE SCHEDULE

Sub: PERFORMANCE MANAGEMENT SYSTEM AND ANNUAL PROPERTY RETURN SOFTWARE

Ref: Tender No: BNPM/OTE/ PMS/ 0566/2021-22 Dated 09.12.2021

FORM B2 : ADDITIONAL REQUIREMENT

Sch . No.	Description	UOM	Qty.	SAC	Price (INR)					
					Basic price (Incl. of all charges except GST) (INR)	GST @ (18%) (INR)	Total price (Incl. of all charges & GST) (INR)	Input Tax Credit for SAC (INR)	Effective price (net of input tax credit) (INR)	Total Effective price (net of input tax credit) (INR)
A	B	C	D		E	F=E*18%	G=E+F	H=F	I=G-H	J=I*D
1	Deployment of Manpower for additional requirement (Man-days basis) post AMC support	Man Day	1							
Total effective price (net of input tax credit) in Figures (INR)										

SECTION XII – QUESTIONNAIRE

The tenderer should furnish specific answers to all the questions/ issues mentioned below. In case a question/ issue does not apply to a tenderer, the same should be answered with the remark “not applicable”.

Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.

In case a tenderer furnishes a wrong or evasive answer against any of the under mentioned question/ issues, its tender will be liable to be ignored.

S. No.	Description	To be filled by bidder
1	Brief description of services offered	
2	Offer is valid for acceptance up to	120 DAYS
3	Your permanent income tax A/c no. as allotted by the Income Tax Authority of Government of India (Please attach certified copy of your latest/ current Income Tax clearance certificate issued by the above authority)	
4	Are you currently registered with the Directorate General of Supplies & Disposals (DGS&D), New Delhi, and/ or the present BNPMIPL and/ or the Directorate of Industries of the concerned State Government/NSIC/SSI for the services quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit imposed on your registration.	Yes / No If Yes: Registration No..... Validity:
5	Are you currently registered under the Indian Companies Act, 1956 or any other similar Act? (Please attach certified copy (s) of your registration status etc. in case your answer (s) to above queries is in affirmative	
6	Bank account/NEFT/RTGS details	Name of bank: Branch: A/c No.: IFSC: MICR:
7	Please state whether business dealings with you currently stand suspended/ banned by any Ministry/ Dept. of Government of India or by any State Govt.	
8	EMD details: Not Applicable	Online / Offline / Exempted/Not Applicable

SECTION XII – QUESTIONNAIRE

	a) Online:	NEFT/RTGS Details:_____Dtd:_____
	b) Offline	DD / BG No. _____Dtd:_____
	c) Exempted:	Whether NSIC/MSE/DGS&D Reg. no:
9	Tender Fee:	Online / Offline
	a) Online:	NEFT/RTGS Details:_____Dtd:_____
	b) Offline:	DD No. _____Dtd:_____
10	We confirm that we possesses the necessary technical competence and financial resources as mentioned in Section -IX of this tender document, to ensure supply of the tendered item , as per your specifications and delivery schedule. Necessary documents like copies of Work orders, P/L Accounts, Balance Sheets are enclosed	Yes / No
11	We confirm that we have quoted exactly for the tenderedservices as per the details given in Section VII	Yes / No
12	We confirm that the Price bid is quoted exactly as per your format in Section- XI	Yes / No
13	We confirm that there would not be any price escalation (Except Statutory Charges) during the supply / contract period	Yes / No
14	We confirm that we will abide by all the tender terms & conditions and we do not have any counter conditions. As required, we enclose herewith the complete set of copy of tender documents duly signed by us as a token of our acceptance	Yes / No

We also confirm that the undersigned is duly authorized and have the competence to submit the tender and / or to enter into legally binding contract for and on behalf of the firm.

.....
(Signature with date)

(Full name, Designation & address of the person duly authorised sign on behalf of the tenderer)

For and on behalf of

.....
.....

(Name, address and stamp of the tendering firm)

SECTION XIII- BANK GUARANTEE FORM FOR EMD

NOT APPLICABLE TO THIS TENDER DOCUMENT

SECTION XIV- MANUFACTURER'S AUTHORIZATION FORM

**NOT APPLICABLE TO THIS
TENDER DOCUMENT**

SECTION XV- BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

..... (Insert: Bank's Name, and Address of Issuing Branch or Office)

Beneficiary:

Bank Note Paper Mill India Private Limited
Administrative Building, Entry Gate 1,
Paper Mill Compound, Note Mudran Nagar,
Mysore - 570003
Date:

Performance Guarantee No.:

WHEREAS.....(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of LOI (Letter of Intent) no..... dated to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said LOI that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the LOI;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

We undertake to pay Bank Note Paper Mill India Private Limited up to the above amount upon receipt of its first written demand, without Bank Note Paper Mill India Private Limited having to substantiate its demand.

This guarantee will remain in force for a period of sixty days after the currency of this contract and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name, Authorization/ Signature no. and Designation of the officer

Seal, Name & Address of the Bank and Address of the Branch

SECTION XV– BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

Checklist for Bank Guarantee:

Performance BG should be in line with / comply the following.

1. BG should be issued on not less than Rs.200 e stamp / non judicial stamp paper only
2. Non judicial stamp paper / e stamp paper should be purchased in the name of BG issuing bank only.
3. In case of e stamp paper first party should be BG issuing bank and second party should be BNPM.
4. Date of sale of non-judicial / e stamp paper shown on the BG and the stamp paper (BG) issued is not more than six months prior to the date of execution of BG.
5. Executing officer of BG should indicate his name, designation and power of attorney number / signing power no etc. on each page of BG.
6. Name and address of the bidding party, name and address of BNPM and value of the contract are to be mentioned clearly.
7. Overwriting / cutting if any in BG should be authenticated under signature and seal of authorized signatory of BG issuing Bank.
8. BG number and BG date should be mentioned in all pages of BG and all pages are endorsed / signed by authorized signatories of issuing bank.
9. Amount mentioned in figures and words are to be matched.
10. Validity of BG should be in line with the contract.
11. BG should be unconditional.
12. Our Bank details is mentioned below:
Name of the Bank: HDFC Bank
Name of the Branch: Richmond Road Branch
Branch Address: No. 8/24, Salco Centre, Bangalore- 560025, Karnataka
IFSC: HDFC0000523

NOT APPLICABLE TO THIS TENDER DOCUMENT

**SECTION XVII- LETTER OF AUTHORITY FOR ATTENDING BID
OPENING**

**NOT APPLICABLE TO THIS
TENDER DOCUMENT**

**SECTION XVIII- SHIPPING ARRANGEMENTS FOR LINER
CARGOES**

**NOT APPLICABLE TO THIS
TENDER DOCUMENT**

SECTION XIX- PROFORMA OF BILLS FOR PAYMENT

**NOT APPLICABLE TO THIS
TENDER DOCUMENT**

**SECTION XX- PROFORMA FOR PRE-CONTRACT INTEGRITY
PACT**

**NOT APPLICABLE TO THIS
TENDER DOCUMENT**