Not Transferable
Security Classification: Non-Security

बैंक नोट पेपर मिल् इण्डिया प्रा. लिमिटेड
BANK NOTE PAPER MILL INDIA PVT LIMITED
JV of SPMCIL - A Govt. of India Enterprises & BRBNMPL - A Subsidiary of RBI

TENDER DOCUMENT FOR SUPPLY OF POLYMER AND COAGULANT FOR PAPER MACHINE AT BNPM PLANT, MYSURU
This tender document contains 67 Pages

Tender Enquiry No.	**BNPM/OTE/135/2026-27**
Tender issuing date	**14.07.2026**
Pre-bid meeting date & time (If applicable)	**Not Applicable**
Due date & time for bid submission	**05.08.2026 at 1100 hrs.**
Mode of bid submission	**ONLINE**
Type of tender	**OPEN TENDER ENQUIRY (OTE)**
Details of contact person	**General Manager (SCM)** **0821-2401111/174/180/177**

Registered & Corporate Office:
Administrative Building
Gate 1, Paper Mill Compound
Note Mudran Nagar, Mysuru – 570 003.
Karnataka. India.
Telephone No. 0821 – 2401 111
e-mail: scm.tender@bnpmindia.com
website: www.bnpmindia.com

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SECTION I: NOTICE INVITING TENDER (NIT)

1. **Notice Inviting Tender (NIT)**

   Bank Note Paper Mill India Private Limited (hereinafter referred to as **BNPM/ Purchaser/ Procuring Entity**) is a joint venture company of Security Printing & Minting Corporation of India Limited (**SPMCIL**), a public sector undertaking wholly owned by Government of India under Ministry of Finance and Bhartiya Reserve Bank Note Mudran Private Limited (**BRBNMPL**), a wholly owned subsidiary of RBI. The company is located in heritage city of Mysuru (Karnataka) and is engaged in manufacturing of Banknote paper.

   Now, the Procuring Entity invites bids for entering into a contract for supply of Polymer and Coagulant for Paper Machine at BNPM Plant, Mysuru (hereinafter referred to as 'Goods'). This Tender Document reference number, **BNPM/OTE/135/2026-27 DATED 14.07.2026** (hereinafter referred to as 'the Tender Document'), gives further details.

2. **The Tender Document**

   2.1 Bidders must read the complete 'Tender Document'

   2.2 Availability of the Tender Document
   The Tender Document will be available at BNPM website www.bnpmindia.com, CPP Portal and www.tenderwizard.com/BNP for download after the date and time of publication as mentioned in TIS.

   2.3 Clarifications
   A Bidder requiring any clarification regarding the Tender Document may ask in writing/ electronically from Office/ Contact Person as mentioned in TIS, provided they are raised before the clarification end date mentioned in TIS.

3. **Eligibility Criteria for Participation in this Tender**
   Participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification criteria' as detailed in the ITB-clause 3. Bidder shall be required to declare fulfilment of Eligibility Criteria in Form 1.2 (Eligibility Declarations).

4. **Purchase Preference Policies of the Government**
   As detailed in the Tender Document, the Procuring Entity reserves it's right to grant preferences to eligible Bidders under various Government Policies/ directives (policies relating to Make in India; MSME; Start-ups etc.).

5. **Submission of Bids:**
   1) Bids must be uploaded till the deadline for submission mentioned in TIS or as per subsequent Corrigendum issued (if any).
   2) No manual Bids shall be made available or accepted for submission.
   3) Bids must be submitted through e-portal www.tenderwizard.com/BNP only in following manner:
      a) Aspiring Bidders/Contractors who have not registered for e-tendering (e- procurement) should register through the website: www.tenderwizard.com/BNP.
      b) The registration charges of Rs. 3,000/- plus applicable taxes (per year) are to be paid online only.
      c) Class III Digital Signature Certificate (DSC) is mandatory to participate in e-Tenders (e-procurement). 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.
      d) For details, registration and e-payment, please visit e-tendering (e-procurement) website www.tenderwizard.com/BNP or contact **M/s. KEONICS Helpdesk at 080-45982100.**
      e) Tenders are to be uploaded in Two-part bid system.
         i) Part-I - Prequalification Bid & Techno-commercial Bid: Scanned copy of technical offer (catalogue/brochure etc.), supportive documents related to eligibility criteria, Tax related documents etc. along with declaration forms of this tender (except Section – IX which has to be submitted as mentioned in Sl. No. ii below) signed & stamped in each & every page.

ii) **Part II – Price Bid:**
Price shall be furnished through e-portal only in excel format. Price offer submitted in any other format will be liable for rejection.

f) Interested tenderers may obtain further information about this requirement from the above office selling the documents.

g) Bidder must comply with the conditions of the eProcurement portal, including registration, compatible Digital Signature Certificate (DSC), tender processing fee etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.

h) ITB Clause10 (Signing and uploading of bids) may be referred for further detail.

6. Bid Opening

Bids received shall be opened at the specified date and time given in TIS. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time.

7. Disclaimers and Rights of Procuring Entity

The issue of the Tender Document does not imply that the Procuring Entity is bound to select bid(s), and it reserves the right without assigning any reason to

a) reject any or all of the Bids, or
b) cancel the tender process; or
c) abandon the procurement of the Goods; or
d) issue another tender for identical or similar Goods

Yours faithfully,
For and on behalf of BNPMIPL
-sd-

(Vivek Mittal)
General Manager

APPENDIX: Tender Information Summary (TIS)

APPENDIX TO NIT: TENDER INFORMATION SUMMARY

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<tr><td>Tender Title</td><td colspan="3">SUPPLY OF POLYMER AND COAGULANT FOR PAPER MACHINE AT BNPM PLANT, MYSURU</td></tr>
<tr><td>Tender Reference Number</td><td colspan="3">BNPM/OTE/135/2026-27</td></tr>
<tr><td>Tender Type</td><td>OPEN TENDER ENQUIRY (OTE)</td><td>Security Classification</td><td>~~Security~~/ Non-Security</td></tr>
<tr><td>Bidding
System</td><td>Single Stage, Two Bid System</td><td>Procuring Organization/ Entity</td><td>Bank Note Paper Mill India Private Limited</td></tr>
<tr><td colspan="4">2.0 Requirement Details</td></tr>
<tr><td>Evaluation Basis</td><td>Overall L1</td><td>Part quotation allowed or not</td><td>~~Allowed/~~ Not Allowed</td></tr>
<tr><td>Inspection Type</td><td>BNPM, Lab</td><td>Inspection Agency</td><td>BNPM, Mysuru</td></tr>
<tr><td>Consignee/ State:</td><td colspan="3">Karnataka, India</td></tr>
<tr><td>Terms of Delivery</td><td>FOR, BNPM, Mysuru</td><td>Completion Period</td><td>01 (one) year from the date of issuance of Purchase Order/ LOI.</td></tr>
<tr><td colspan="4">3.0 Critical Dates</td></tr>
<tr><td>Published date</td><td>14.07.2026</td><td>Bid Validity (Days from the date of Bid Opening) – ITB-clause 9.3</td><td>90 days</td></tr>
<tr><td>Bid Submission
Closing Date & Time</td><td>05.08.2026, 11:00 hrs.
(Indian Standard Time (IST))</td><td>Bid Opening (Techno-commercial bid) Date & Time</td><td>05.08.2026, 11:30 hrs.
(Indian Standard Time (IST))</td></tr>
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<tr><td colspan="4">4.0 Eligibility to Participate</td></tr>
<tr><td colspan="2">Nature of Bidders eligible</td><td colspan="2">OEMs/Authorized Dealer/Distributor by OEMs</td></tr>
<tr><td colspan="2">Is this item reserved for exclusive procurement from MSEs</td><td colspan="2">~~YES~~/NO</td></tr>
<tr><td colspan="2">The margin of purchase preference to MSEs</td><td colspan="2">L1+15%</td></tr>
<tr><td colspan="2">Is the requirement divisible for preference</td><td colspan="2">YES/~~NO~~</td></tr>
<tr><td colspan="2">Minimum local content for eligibility to Participate ITB-clause 4.1 (Make in India Policy)</td><td colspan="2">20%</td></tr>
<tr><td colspan="2">Classes of Local Suppliers eligible to participate ITB-clause 4.1 (Make in India Policy)</td><td colspan="2">Class I and Class II</td></tr>
</table>

APPENDIX TO NIT: TENDER INFORMATION SUMMARY

5.0 Thresholds for Eligibility to Participate and Preference under Make in India Policy (ITB-clause 4.1)	
Classification of Local Suppliers based on Minimum local content	Class-I Local Supplier: 50% and above. Class-II Local Supplier: more than 20% but less than 50%. Non-Local Supplier: less than 20%.
The margin of purchase preference to MII	L1+20%
Is the requirement divisible for preference	YES/ ~~NO~~
Would the contract be split among more than one bidder	YES/ ~~NO~~
6.0 Obtaining the Tender Document and clarifications (ITB-clause 7.0)	
Cost of tender document	NIL
Tender processing fees	Rs.3,000/-
Office/ Contact Person/ email for clarifications	Contact No.- 0821 -2401 111/174/180/177. scm.tender@bnpmindia.com
7.0 Pre-bid Conference (ITB-clause 8)	
Pre-bid Conference applicable or not	Not Applicable
8.0 Preparation and Submission and Opening of Bids (ITB-clause 9.0 and 10.0)	
Bids to be Addressed to	The General Manager (SCM), Bank Note Paper Mill India Private Limited, Registered & Corporate Office, Paper Mill Compound, Note Mudran Nagar, Mysuru - 570 003. Karnataka. India.
Instructions for bid Submission	Online
Bid Opening Place	Bank Note Paper Mill India Private Limited, Registered & Corporate Office, Paper Mill Compound, Note Mudran Nagar, Mysuru - 570 003. Karnataka. India.
Alternate Bids allowed or not ITB-clause 9.1.6	NO

9.0 Bid Security (ITB-clause 9.4) and Performance Security (ITB-clause 13.1.3)			
EMD Amount	INR 1,89,000/-	Performance Security	5% of total contract value

10.0 Additional Clauses	
Clause	**Description**
Integrity Pact to be Signed and Submitted along with bid ITB-clause 9.2.1	Not Applicable
Independent External Monitor, Name and Contact Details	Not Applicable
Price Variation	Not applicable.
Quantity Splitting/ Parallel Contracts	Applicable
Option Quantity Clause	Applicable
Counter Conditions	No counter conditions shall be accepted

APPENDIX TO NIT: TENDER INFORMATION SUMMARY

Past Performance	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.
eProcurement site	www.tenderwizard.com/BNP
eProcurement helpdesk No.	**080-45982100/8951906455**

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

A. PREAMBLE

1. Introduction

1) This 'Tender Document' details the terms and conditions for entering into a contract for delivery of the Services mentioned in Section VI: "Schedule of Requirements".
2) The 'Services' may include incidental Goods and Works if so indicated. In this Tender Document, any generic reference to 'Services' shall be deemed to include such incidental Goods and Works.
3) Definitions, interpretations, document conventions and abbreviations which have been used in these documents shall have the meanings as indicated in GCC.
4) This section (Section II – "Instruction to Bidders" - ITB) provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of tenders. ITB is not intended to be complete by itself and the rest of this document- AITB, GCC and SCC in particular may also be thoroughly studied before filling up the Tender Document.
5) Whenever there is a conflict between the ITB and the AITB, the provisions contained in the AITB shall prevail over those in the ITB.
6) In case of any conflict between ITB/ AITB and GCC/ SCC, provisions of GCC/ SCC as applicable would prevail.

2.1. Procuring Entity - Rights and Disclaimers, Right to Intellectual Property and confidentiality

1) The Tender Document and associated correspondence are subject to copyright laws and shall always remain the property of the Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent.
2) This condition shall also apply to bidders who do not submit a bid after downloading it or who are not awarded a contract in the process.
3) The obligation of the Bidders under sub-clauses above, however, shall not apply to information that:
   a) now or hereafter is or enters the public domain through no fault of Bidder;
   b) is legally possessed by Bidder at the relevant time and was not previously obtained, directly or indirectly, from the Procuring Entity; or
   c) otherwise lawfully becomes available to Bidder from a third party that has no obligation of confidentiality.
4) The provisions of this clause shall survive completion or termination for whatever reason of the Tender Process or the contract.

2.2. Right to Reject any or all Bids

The Procuring Entity reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

2.3. Disclaimers

2.3.1 Regarding Purpose of the Tender Document

The Tender Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Tender Document is to provide the Bidder(s) with information to assist them in participation in this Tender Process.

2.3.2 Regarding Documents/ guidelines

The Tender Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the bidders/ vendors and the Procuring Entity. No other Government or Procuring Entity's document/ guidelines/ Manuals including its Procurement Manual (for internal and official use of its officers), notwithstanding any mention thereof in the Tender Document, shall have any locus standii in such a relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in any legal or dispute resolution or grievance redressal proceedings.

2.3.3 Regarding Information Provided

Information contained in the Tender Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the Tender Document or subject to which that was provided. Similar terms apply to information provided in documentary or any other written communication by the Procuring Entity or any of its employees or associated agencies.

2.3.4 Regarding Tender Document:

1) The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Procuring Entity, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
2) The Procuring Entity, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account.

3. Bidders - Eligibility and Preferential Policies

3.1 Bidders

Subject to provisions in the following clauses in this section and provisions in Tender Document, this invitation for Bids is open to all bidders who fulfil the 'Eligibility Criteria' and 'Qualification Criteria' stipulated in the Tender Document.

3.2 Eligibility Criteria for participation in this Tender

Subject to provisions in this Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification criteria'. Bidder should meet (as on the date of his bid submission and should continue to meet till the award of the contract, as applicable) the 'Eligibility Criteria' detailed in NIT-clause 3, which shall be considered to be part of this clause of ITB. Bidder shall submit a declaration about the 'Eligibility Criteria' compliance in Form 1.2 – Eligibility Declarations. The Bidder:

1) Must:
   a) be a natural person, private entity, or public entity (State-owned enterprise or institution).
   b) not be (or proposes to be, a Joint Venture/ Consortium (an association of several persons, firms, or companies - hereinafter referred to as JV/C).
   c) be a manufacturer of the Goods offered (OEM) (or) have a valid agreement/tie-up with manufacturer of goods.
2) Must:
   a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons.
   b) (including their affiliates or subsidiaries or Vendors/ sub-vendors for any part of the contract)
      i) Not stand declared ineligible/ blacklisted/ banned/ debarred by Security Printing & Minting Corporation India Limited (SPMCIL)/ Bharatiya Reserve Bank Note Mudran (P) Limited (BRBNMPL)/ BNPM/ RBI/ any Government Agency from participation in its Tender Processes; and/ or
      ii) Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by departments/ agencies of Government of India as mentioned in subclause (i) above from participation in Tender Processes of all of its

entities, for:
   (1) offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
   (2) offences under the Bharatiya Nyaya Sanhita or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
   (3) suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.

iii) Not have changed its name or created a new business entity as covered by the definition of "Allied Firm", consequent to having been declared ineligible/ suspended/ blacklisted/ banned/ debarred as above;

iv) Not have an association (as a bidder/ partner/ director/ employee in any capacity) of the near relations of executives of Procuring Entity involved in this Tender Process

c) Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition.

3) must fulfil any other additional eligibility condition, if any, as may be prescribed, in TIS or elsewhere in Tender Document.
4) must provide such evidence of their continued eligibility to the Procuring Entity if so requested.

3.3 Eligibility of bidders from specified countries

Orders issued by the Government of India restricting procurement from bidders from certain countries that share a land border with India shall apply to this procurement.

1) Any bidder (as defined in GCC-clause 1.2) from a country that shares a land border with India, excluding countries as listed on the website of the Ministry of External Affairs, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (hereinafter called 'Restricted Countries') shall be eligible to bid in this tender only if Bidder is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Bidders shall enclose the certificate in this regard in Form 1 - Bid Form. Further, any bidder (including bidder from India) having specified Transfer of Technology (TOT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.
2) In Bids for Turnkey contracts, including Works contracts, the successful bidder shall not be allowed to sub-contract works to any vendor from such Restricted Countries unless such vendor is similarly registered. In such cases, the bidders shall enclose the certificate in Form 1: Bid Form.
3) If Bidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries, such vendor shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and sub-assemblies from such countries' vendors, such vendors shall not require registration.
4) "Bidder from such Restricted Countries" means: -
   a) An entity incorporated, established, or registered in such a country; or
   b) A subsidiary of an entity 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 Indian (or other) agent of such an entity; or
   f) A natural person who is a citizen of such a country; or
   g) A consortium/ joint venture where any member falls under any of the above
5) The beneficial owner shall mean:
   a) In a company or Limited Liability Partnership, the beneficial owner is the natural person(s). Whether acting alone or together or through one or more juridical persons, controlling ownership interest or exercises control through other means.
   Explanation-
      i) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of the company's shares or capital, or profits.
      ii) "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;
   b) In the case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical persons, has ownership of entitlement to more than fifteen percent of capital or profits.
   c) 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 juridical 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;
   d) 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.
   e) In case of a trust, the identification of beneficial owner(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.
6) An agent is a person employed to do any act for any another, or to represent another in dealings with third persons.
7) 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.
8) 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.
9) The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

3.4 Conflict of Interest.

Bidders having a conflict of interest shall not be eligible to participate in the tender process unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract. Bidder have to abide by the code of integrity of public procurement. The bidder shall be considered to have a conflict of interest in this tender process and execution of the resultant contract in the following situations:

1) If its personnel have a close personal, financial, or business relationship with any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;
2) The bidder (or his allied firm as defined by DOE, MOF, GOI) provided services for the need assessment/procurement planning of the Tender process in which it is participating;
3) A principal can authorize only one agent, and an agent should not represent or quote on behalf of more than one principal. However, this shall not debar more than one Authorized distributor (with/ or without the OEM) from quoting

equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under Proprietary Article Certificate or

4) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-vendor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-vendor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

3.5 Regulation of Indian Agents/ Associates of Foreign Principals

Wherever the Foreign Principal desires to involve in this tender process, an Indian Agent/ associate, their dealings shall be regulated. Foreign Principals and their Agents/ Associates must provide required declarations in Form 1.3 – Declaration by Agents/ Associates of Foreign Principals/OEMs:

1) The name and address of the Foreign Principals, if any, indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the principal authorizing them specifically to make an offer in India in response to tender either directly or through the agents/ representatives.
2) Such Agents/ Associates shall provide self-attested documentary evidence about their identity, business details to establish that they are a bonafide business and conform to regulations.
3) The Bidder/ Foreign Principal must commit to submitting after the financial bid opening, due to price-sensitive information, the Agreement between them, including the amount of commission/ remuneration included in the price (s).
4) Confirmation on behalf of the Foreign Principals that the commission/remuneration, if any, reserved for Indian Agents/ Associates in the quoted price(s), shall be paid in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Goods and Spares.
5) Failure to furnish correct and detailed information shall render Foreign Principal's bid liable to be rejected as nonresponsive in addition to other punitive actions against the Foreign Principal and their Indian Agents/ Associates for violation of Code of Integrity as per the Tender Document.

4. Purchase Preference Policies of the Government

The Procuring Entity reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

1) Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017" (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.
2) Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.
3) Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\2120-PPD dated 25.07.2016 and subsequent clarifications; and/ or
4) Any other category of Bidders, as per any Government Policies, announced from time to time, if so, provided in the TIS/ ITB/AITB.

4.1 Make in India Order

Orders issued by the Government of India regarding eligibility to participate and for purchase preference to "Local Suppliers" shall apply to this procurement, as detailed below.

4.1.1 Categories of Local Suppliers

Bidders are divided into three categories based on Local Content. Local content in the context of this policy is the total value of the service procured (excluding net domestic indirect taxes) minus the value of imported content in the service/ incidental Goods (including all customs duties) as a proportion of the total value, in percent):

1) 'Class-I local Supplier' with local content equal to or more than that prescribed in TIS or 50% if not prescribed. '
2) Class-II local Supplier' with local content equal or more than that prescribed in TIS or 20%if not prescribed, but less than that applicable for Class-I local Supplier.
3) 'Non - Local Supplier' with local content less than that applicable for Class-II local Supplier, in sub-clause above.

4.2 Support/ Preferential Treatment to Micro & Small Enterprises (MSEs)

Policies of the Government to support Micro and Small Industries (MSEs, registered as per the following sub-clause) in comparison to non-MSE enterprises shall apply to this procurement.

4.3.1 Registration of MSEs

1) MSEs interested in availing such benefits must enclose in Form 1.2 with their offer the Udhyam Registration Certificate with the Udhyam Registration Number as proof of their being MSE registered on the Udhyam Registration Portal. The certificate shall be of latest but before the deadline for the bid submission.
2) MSEs shall be treated as owned by SC/ ST or women entrepreneurs:
   a) The proprietor(s) shall be SC/ ST or women in proprietary MSEs
   b) At least 51% shares shall be held by the SC/ ST or women partners in a partnership MSEs.
   c) At least a 51% share shall be held by SC/ ST or women promoters in Private Limited Companies MSEs.

4.3.2 Support to MSEs

1) MSEs shall be exempted from payment of Earnest Money. (as per ITB-clause 9.4 below, they shall be required only to submit Bid Security Declaration). MSEs having major activity as "Trading" are excluded from the purview of the policy.
2) The Procuring Entity reserves its option to give purchase preference to MSEs compared to the non-MSE enterprises as per policies of the Government from time to time. This preference shall only apply to the services rendered by Micro and Small Enterprises, who are registered under tendered service group (i.e. NIC code as applicable). If an MSE bidder quotes a price within the band of the lowest (L-1) +15 percent in a situation where the L-1 price is quoted by someone other than an MSE, the MSE bidders are eligible for being awarded up to 25 percent of the total quantity being procured if they agree to match the L-1 price. In case of more than one such eligible MSE, this 25 percent quantity shall be distributed proportionately among these bidders.
3) Relaxation benefit to turnover and experience (as prescribed in Sec VII of the tender) will be given to those bidders, who are registered under tendered service group (i.e. NIC code as applicable).

4.3 Support to Start-up Enterprises

4.3.1 Definition of Start-up Enterprises

1) As defined by DPIIT, an entity shall be considered as a 'Start-up':
   a) Up to a period of ten years from the date of incorporation/ registration, and
   b) Turnover of the entity for any of the financial years since incorporation/ registration has not exceeded one hundred crore rupees, and
   c) The entity works towards innovation, development or improvement of products or processes or services or a scalable business model with a high potential for employment generation or wealth creation.
2) Provided that an entity formed by splitting up or reconstructing an existing business shall not be considered a 'Start-up'.
3) A Start-up so identified under the above definition shall be required to obtain and submit along with his bid a certificate of an eligible Start-up from the inter-Ministerial Board of Certification to obtain support.

4.3.2 Support to Start-ups

The Government of India has ordered the following support to Start-ups:

1) Such Start-ups shall be exempted from payment of Earnest Money. (as per ITB-clause 9.4 below, they shall be required only to submit Bid Security Declaration)
2) The Procuring Entity reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises subject to meeting of quality & technical specifications.

5. The Goods, Eligible Goods and Basis of Evaluation

5.1 Eligible Goods –Origin and Minimum Local Content

All 'Goods' and 'incidental Works/ Service' to be supplied under the contract must conform to i) restrictions on certain countries with land-borders with India (ITB-clause 3.3); ii) minimum local content (Make in India Policy). If Bidder avails benefits under any preferential policy as Class-I Local Supplier or as MSE or Start-up enterprise, the Goods must not circumvent the provisions relating to such benefits.

5.2 Basis of Evaluation for Schedules/ packages

1) Unless otherwise stipulated in the TIS/ AITB, if there is more than one schedule/ package in Section VI: Schedule of Requirements, evaluation of financial ranking of bids shall be done separately for each schedule, and Bidder has the option to submit its quotation for any one or more schedules/ packages and, also, to offer special discount for combined schedules. However, Bidder shall quote for the complete Goods as stipulated in a schedule quoted.
2) Unless otherwise stipulated in the TIS/ AITB, if there is only a list of items without grouping into schedules, evaluation of financial ranking of bids shall be done for each item separately, and Bidder has the option to submit its quotation for any one or more items and, also, to offer special discount for combined items. However, Bidder shall quote for all the destinations included in an item quoted.
3) Unless otherwise stipulated in the TIS/ AITB, if there is only one item in the Goods with several destinations, evaluation of financial ranking of bids shall be done separately for each destination included in that item separately, and Bidder has the option to submit its quotation for any one or more destinations and, also, to offer special discounts for all destinations.

6. Bid Prices, Taxes and Duties

6.1 Prices

6.1.1 Price components

1) Bidder shall indicate in the Price Schedule all the specified components of prices shown therein, including the unit prices and total bid prices.
2) **Price Components in case of Capital Goods/ Machinery and Plant**

Following price components shall be provided in Form 2: Schedule of Requirements – Compliance and Form 3: Technical Specifications and Scope of Work – Compliance:

a) Essential Spares / Maintenance Spares for Two Year's after warranty period

The bidders shall also quote in their financial bids the prices of essential spares / maintenance spares and their quantities required for trouble-free operation of equipment for two years beyond the warrantee period. The total cost of such spares shall be added to the cost of equipment and incidental works/ services to evaluate financial bids. These spares shall be supplied along with the main equipment. In cases where additional spares are required beyond those listed by bidder in their bid during normal operations, the same shall be supplied by the vendor to the procuring entity at no cost until two years after warranty period. In this connection, Clause 6.6 of Section IV of this tender shall also be applicable.

b) Insurance

The Bidders shall also quote in their financial bids the cost of Insurance of the consignment of the equipment and spares up to the place of delivery. If not explicitly quoted, it shall be assumed to be included in the process quoted for the equipment.

c) Prices of Other Spares usually needed for Maintenance

The Bidders shall also quote in their financial bids the indicative prices of crucial spares and their quantities estimated to be required for maintenance of equipment beyond the above mentioned two years period. This information is for future spares ordering, and the prices would not be added to the bid amount. The successful bidder/ vendor shall endeavour to maintain such prices over a reasonable period. The Bidders who are OEM must give undertaking for supply of spare parts for a period of the expected life of the machine/equipment. Other tenderers must submit undertakings from their OEM to supply spare parts for a period of the expected life of the machine/equipment. In this connection, CC-6.6 (Spare Parts) shall also be applicable.

d) Incidental Works/ Services

The Bidders shall provide the specified incidental works/ services (e.g., Installation, Commissioning, Training of Operator etc.). The Bidders may quote separate prices for these. Otherwise, it shall be assumed to be included in the prices of the main equipment price.

3) The indication of such price components is to compare the Bids and shall not restrict the Procuring Entity's right to award the contract on any terms offered.

6.1.2 Price Schedule

1) Bidders are to upload only the downloaded Price Schedule (in excel format) after entering the relevant fields without any alteration/ deletion/ modification of other portions of the excel sheet. Delivery Schedule and Terms of delivery are also to be quoted. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a Bidder, he should clarify the same.
2) Bidders shall fill in their rates other than zero value in the specified cells without keeping it blank.
3) The quoted price shall be considered to include all relevant financial implications, including inter-alia the scope of the Goods to be supplied, location of the bidder, location of the consignee(s), terms of delivery, extant rules and regulations relating to taxes, duties, customs, transportation, environment, labour of the bidder's country and in India.

6.1.3 Provisions of GST

1) Break up of different price elements, i.e., as per GST Act, shall be indicated separately, along with its associated HSN code and GST rate.
2) While quoting the basic rate, the bidder should offset the input credit available/ to be availed as per the GST Act.
3) Please refer to ITB-clause 6.3 for further details.

6.1.4 Currencies of Bid and Payment

1) Unless otherwise stipulated in the Tender Document, the currency of bid and payment shall be quoted by Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.
2) Where the Tender Document permits quotations in different currencies, then, for domestic Goods, prices shall be quoted in Indian rupees only, and for imported Goods, prices shall be quoted either in Indian rupees or in the currency stipulated in the AITB. For evaluation, all quoted prices shall be converted into Indian Rupees based on the "Bill for collection (BC) selling" exchange rate on the bid submission closing date from State Bank of India.
    a) Regarding price(s) for incidental Works/ Services, if any required with the Goods, the same shall be quoted in Indian Rupees if such Works/ Services are to be performed/ undertaken in India.
    b) Commission for Indian Agent, if any and if payable, shall be indicated in the space provided for in the price schedule and quoted in Indian Rupees only.

6.1.5 Non-compliance

Tenders, where prices are quoted in any other way, shall be rejected as nonresponsive.

6.2 Firm Price

Unless otherwise stipulated in the AITB, prices quoted by Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

6.3 Goods and Services Tax (GST)

6.3.1 GST Registration Status:

1) All the bidders/ Bidders should ensure that they are GST compliant and their quoted tax structure/ rates as per GST Act/ Rules. Bidder should be registered under GST and furnish GSTIN and GST Registration Certificate in their offer unless they are specifically exempted from registration under specific notification/ circular/ section/ rule issued by statutory authorities.
2) **GST Registration Number (15-digit GSTIN).** If the bidder has multiple business verticals in a state and has separate registration for each vertical, the GSTIN of each vertical is concerned with the supply and service involved, as per the scope of Schedule of Requirements and Price Schedule quoted. If the supply/ service provided is from multiple states, the bidder should mention GST registration numbers for each state separately.
3) **Composition scheme:** If the Bidder has opted for a composition levy under Section 10 of CGST, he should declare the fact while bidding along with GSTIN and GST registration certificate.
4) **Exemption from Registration:** If a bidder is not liable to take GST registration, i.e., having turnover below threshold, he shall submit undertaking/ indemnification against tax liability. Bidder claiming exemption in this respect shall submit a valid certificate from practising Chartered Accountant (CA)/ Cost Accountant with Unique Document Identification Number (DIN) to the effect that Bidder fulfils all conditions prescribed in notification exempting him from registration. Such bidder/ dealer shall not charge any GST in the bill/ invoice. In such case, applicable GST shall be deposited under Reverse Charge Mechanism (RCM) or otherwise as per GST Act by the Procuring Entity directly to concerned authorities. Bidder should note that his offer would be loaded with the payable GST under the RCM. Further, Bidder should notify and submit to the Procuring Entity within 15 days from the date of becoming liable to registration under GST.

6.3.2 HSN Code and GST Rate:

1) HSN (Harmonized System of Nomenclature) code for the goods provided in this Tender Document is only indicative. It shall be the responsibility of Bidder to ensure that they quote the exact HSN Code and corresponding GST rate for the goods being offered by them.
2) As per the GST Act, the bid and contract must show the GST Tax Rates and GST Amount explicitly and separate from the bid/ contract price (exclusive of GST). If the price is stated to be inclusive of GST, the current rate included in the price must be declared by the bidder.
3) If a Bidder asks for GST to be paid extra, the rate and nature of such taxes applicable should be shown separately. Bidders should quote 'GST' if payable extra on the total basic rate of each cost element and quote GST in '%' inclusive of cess.
4) If GST, other taxes, duties are not specified, or column is left blank in the price schedule, it shall be presumed that no such tax/ levy is applicable or payable by the Procuring Entity.
5) **Applicability to Imported Goods/ Services:** Following the implementation of GST, the import of commodities shall not be subject to such erstwhile applicable duties like safeguard duty, education cess, basic customs duty, anti-dumping duty, etc. All these supplementary custom duties are subsumed under GST. The supply of commodities or services or both, if imported into India, shall be considered as supply under inter-state commerce/ trade and shall attract integrated tax (IGST). The IGST rate shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs Duty & Social Welfare Surcharge applicable thereon'.

6.4 Payments

6.4.1 General

Unless otherwise stipulated, Payment terms laid down in clause GCC 10.3 shall be applicable.

6.4.2 No Advance Payments

Unless otherwise stipulated, no advance payment of any type (Mobilization, secured advances etc.), shall be made by the Procuring Entity to the contractor. If so, provided the conditions for such advances shall be as per conditions stipulated therefor.

7. Downloading the Tender Document; Corrigenda and Clarifications

7.1 Downloading the Tender Document

The Tender Document shall be published and be available for download as mentioned in TIS.

7.2 Corrigenda/ Addenda to Tender Document

Before the deadline for submitting bids, the Procuring Entity may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing a corrigenda and addenda. The corrigenda and addenda shall be published on Procuring Entity's website (https://www.bnpmindia.com) & E-Procurement portal: www.tenderwizard.com/BNP only. Corrigendum / Addendum, if any, shall be considered as part of tender document. After the procuring entity makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission as per ITB-clause 10.3.1 below.

7.3 Clarification on the Tender Document

A Bidder may seek clarification of the Tender Document from Office/ Contact Person/e-procurement Help Desk as mentioned in TIS, provided the clarifications are raised before the clarification end date mentioned in TIS. The query and clarification shall be shared on the Procuring Entiy's website only. Any modification of the Tender Document that may become necessary due to the clarification shall be made by the Procuring Entity through an Addendum/ Corrigendum issue under the sub-clause above.

8. Pre-bid Conference

1) If a Pre-bid conference is stipulated in the TIS, prospective bidders interested in participating in this tender may attend a Pre-bid conference to clarify techno-commercial conditions of the Tenders at the venue, date and time specified in the TIS. Participation in the Pre-bid conference is restricted to prospective bidders only.
2) Participation is not mandatory. However, if a bidder chooses not to (or fails to) participate in the Pre-bid conference or does not submit a written query, it shall be assumed that they have no issues regarding the techno/ commercial conditions.
3) Delegates participating in the Pre-bid conference must provide a photo identity and an authorization letter as per the format in Format 3: "Authorization for attending a Pre-bid Conference/Bid Opening" from their Company/ Principals; else, they shall not be allowed to participate. The pre-bid conference may also be held online at the discretion of the Procuring Entity.

9. Preparation of Bids

9.1 The bid

9.1.1 Language of the bid

The bid submitted by Bidder and all subsequent correspondence and documents relating to the bid exchanged between Bidder and the Procuring Entity shall be written in English. However, the language of any printed literature furnished by Bidder in connection with its bid may be written in any other language provided a translation accompanies the same in the bid language. For purposes of interpretation of the bid, translation in the language of the bid shall prevail.

9.1.2 Acquaintance with Local Conditions and Factors

The Bidder, at his own cost, responsibility, and risk, is encouraged to visit, examine, and familiarize himself with all the site/ local conditions and factors. For visiting BNPM, Mysore plant, prior permission is to be obtained.

9.1.3 Cost of Bidding

The Bidder(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission, and subsequent processing of their Bids.

9.1.4 Quote Quantities/ Prices in both Numerals and Words

Although the software on the e-Tender Portal may convert quantities/ rates/ amounts in numerical digits in Bids to words, the bidders are advised to ensure that there is no ambiguity in this regard.

9.1.5 Alternative Bids not Allowed

Unless otherwise stipulated in the TIS/ AITB, conditional offers, alternative offers, multiple bids by a bidder shall not be considered.

9.2 Documents comprising the bid:

9.2.1 Techno-commercial bid/ Cover

"Technical Bid" shall include inter-alia the original or scanned copies of duly signed or digitally signed copies of the below documents in pdf format. Pdf documents should not be password protected. If so, stipulated in TIS/ AITB, specified originals or self-certified copies of originals shall also be required to be physically submitted as per instruction contained therein. No price details should be given or hinted in the Technical bid:

1) **Bid Security/Earnest Money Deposit (EMD) (or) Form 7:** Bid Security Declaration (BSD) in lieu of bid security in the format provided therein.
2) **Form 1: Bid Form:** (to serve as covering letter and declarations applicable for both the technical bid and financial bid);
    a) Form 1.1: Bidder Information;
    b) Form 1.2: Eligibility Declarations;
3) **Form 2: Schedule of Requirements - Compliance:** Bidders should fill this form to detail the Schedules of Goods offered by them, maintaining the same numbering and structure. They may add additional details not covered elsewhere in their bid. They should highlight here any deviations/ exceptions/ reservations regarding Section VI: 'Schedule of Requirements', in a chart form, without any ambiguity or conditionality along with justification and supporting documents. Even in case of no deviation, please fill in confirmations and nil deviation statements. If mentioned elsewhere in the bid, such deviations shall not be recognised and null and void.
4) **Form 3 - Technical Specifications and Quality Assurance** - Compliance: Bidder shall upload the required and relevant documents like technical data, literature, drawings, test Reports/ Certificates and or/ or Type Test Certificates (if applicable/ necessary) from NABL/ ILAC/ Government lab with supporting documents, to establish that the goods and incidental Works/ Services offered in the bid fully conform to the goods and Works/ Services specified by the Procuring Entity in the Tender Document. Bidder is also required to provide clause by clause compliance/ deviation Statement in a chart form (without ambiguity or conditionality along with justification) relating to all parameters of Technical Specifications, Quality Assurance. Even in case of no deviation, please fill in confirmations and nil deviation statements. If mentioned elsewhere in the bid, such deviations shall not be recognised and null and void.
5) **Form 4: 'Qualification Criteria - Compliance':** Documentary evidence needed to establish the Bidder's qualifications as stipulated in Section VI: Qualification Criteria as follows. Besides the stipulated documents, other supporting documents, literature, pamphlets may also be attached.
6) **Form 5 - Terms and Conditions - Compliance:** Bidder must comply with the entire commercial and other clauses of this Tender Document. Any deviations should be listed in a chart form without ambiguity or conditionality, along with justification and supporting documents. All such Statements and Documents shall be uploaded as Form 5. Even in case of no deviation, please fill in confirmations and nil deviation statements. If mentioned elsewhere in the bid, such deviations shall not be recognised and null and void.
7) **Form 6- Checklist for the Bidders:** Bidder must also submit the Checklist given in the Tender Document as Form 6 to confirm that he has complied with all the instructions in the Tender Document, and nothing is inadvertently left out. This checklist is only for general guidance and is not comprehensive, and does not absolve Bidder from complying with all the requirements stipulated elsewhere in the Tender Document.
8) If stipulated in TIS/ AITB, duly signed **Form 8: Integrity Pact**. If the Integrity Pact has to be executed by an authorized signatory residing in a foreign country, the authorized signatory shall sign the Integrity Pact in his/her country or execute Power of Attorney in favour of his / her representative in India authorizing the Power of Attorney holder to sign the Integrity Pact in India on his / her behalf. In both cases, the agreement or Power of Attorney shall either be: (i) Notarised in the country of the Bidder and be apostilled or (ii) be attested by authorized official of the concerned Indian Consulate / Embassy. The Power of Attorney shall also be stamped in India as per the Indian Stamp Act, 1899
9) Any other format/ form if stipulated in AITB or if considered relevant by the bidder.

9.2.2 Financial bid/ Cover

"Financial bid" shall comprise the Price Schedule (To be submitted separately as an excel sheet) considering all financially relevant details, including Taxes and Duties as per ITB clause 6.3. No additional technical details, which have not been brought out in the technical bid shall be brought out in the financial bid.

9.3 Bid Validity

1) Unless specified to the contrary in the TIS/ AITB, Bids shall remain valid for a period not less than 90 days from the deadline for the bid submission. A bid valid for a shorter period shall be rejected as nonresponsive.
2) In exceptional circumstances, before the expiry of the original time limit, the Procuring Entity may request the bidders to extend the validity period for a specified additional period. A bidder may agree to or reject the request. A bidder who has agreed to the Procuring Entity's request for extension of bid validity, in no case, he shall be permitted to modify his bid.

9.4 Bid Security/ Earnest Money Deposit (EMD) or BID Security Declaration

1) Bid security/Earnest Money Deposit (EMD) as stipulated in TIS shall be furnished in the form of insurance surety bonds, account payee demand draft, banker's cheque, or bank guarantee (including e-bank guarantee) from any of the commercial banks or payment online in an acceptable form valid for 135 days from the date of closing the tender in favour of Bank Note Paper Mill India Private Limited as EMD along with the techno-commercial bid:
2) **For MSE Bidders**:
    a) Submission of EMD is exempted for Micro and Small enterprises (MSEs) as per the Public Procurement Policy for MSEs Order, 2018.
    b) Bid Security Declaration as per Form 7 is to be submitted along with valid NSIC / KVIC / KVIB / DIC / UDYAM Registration certificate.
    c) Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
    d) In case of a re-classification to "Medium" category, an enterprise may continue to avail EMD exemption of the category it was in before the re-classification, for a period of three years from the date of such reclassification.
3) **For Start-up Bidders**:
    a) Submission of EMD is exempted for Start-up bidders as per the Office Memorandum No. F/20/2/2014-PPD(Pt.) of Ministry of Finance dated 25.07.2017.
    b) Start-ups should be registered with Department for Promotion of Industry and Internal Trade (DPIIT). Bid Security Declaration as per Form 7 is to be submitted along with Certificate of recognition issued by DPIIT.
4) **For Non-MSE/Non-Start-up bidders**:
    a) EMD is to be submitted.
5) The BSD provides for automatic suspension of the Bidder from being eligible for bidding in any tender of Procuring

Organization for 2 years from the date of such enforcement. This declaration shall stand enforced if Bidder breaches the following obligation(s) under the tender conditions:
   a) withdraws or amends his bid or impairs or derogates from the bid in any respect within the period of validity of its bid; or
   b) after having been notified within the period of bid validity of the acceptance of his bid by the Procuring Entity:
   c) refuses to or fails to submit the original documents for scrutiny or the required Performance Security within the stipulated time as per the conditions of the Tender Document.
   d) fails or refuses to sign the contract.
6) Unsuccessful Bidders' Bid-Securing Declaration shall expire, if the contract is not awarded to them, upon:
   a) receipt by Bidder of the Procuring Entity's notification
   b) of cancellation of the entire tender process or rejection of all bids or
   c) of the name of the successful bidder or
   d) forty-five days after the expiration of the bid validity or any extension thereof
7) The bid-Securing Declaration of the successful bidder shall stand expired only when Bidder has furnished the required Performance Security and signed the Agreement.

9.5 Non-compliance with these provisions

Bids are liable to be rejected as nonresponsive if a Bidder:
1) fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations.
2) furnishes wrong and/ or misguiding data, statement(s) etc. In such a situation, besides rejection of the bid as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the Tender Document for violation of the Code of Integrity.

10. Signing and Uploading of Bids

10.1 Relationship between Bidder and e-Procurement Portal

The Procuring Entity is neither a party nor a principal in the relationship between Bidder and the organisation hosting the e-procurement portal (hereinafter called the Portal). Bidders must acquaint and train themselves with the rules, regulations, procedures, and implied conditions/ agreements of the Portal. Bidders intending to participate in the bid shall be required to register (with registration fee) and submit tender processing fee in the Portal. Bidder must comply with the conditions of the e-Procurement portal, including registration, compatible Digital Signature Certificate (DSC), etc. Bidders shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions of the Portal with the Tender Document, provisions of the Portal shall prevail.

10.2 Signing of bid

The individual signing the bid or any other connected documents should submit an authenticated copy of the document(s), which authorizes the signatory to commit and submit bids on behalf of the bidder in Form 1.1; Bidder Information.

10.3 Submission / uploading of bids

10.3.1 Submission/ Uploading to the-Procurement Portal

1) Unless specified to the contrary in the TIS/ AITB, bids shall be received only online through e-Procurement Portal www.tenderwizard.com/BNP) on or before the deadline for the bid submission as notified in TIS.
2) Tenders are to be uploaded in Two-part bid system.
   a) **Part-I - Prequalification Bid & Techno-commercial Bid**: Scanned copy of technical offer (catalogue/brochure etc.), supportive documents related to eligibility criteria, Tax related documents etc. along with declaration forms of this tender (except Section – IX which has to be submitted as mentioned in Sl. No. ii below) signed & stamped in each & every page.
   b) **Part II – Price Bid**: Price shall be furnished through e-portal only. Price offer submitted in any other format will be liable for rejection.
3) No manual Bids shall be made available or accepted for submission (as per sub-clause 6 below). Bids shall be received only Online on or before the deadline for the bid submission as notified in NIT. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling the required information – otherwise, the bid shall be rejected as nonresponsive.
4) Bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the provisions of the IT Act 2000 as amended from time to time.
5) Bidder need not sign or up-load the Schedules in ITB-clause 1.1 above while uploading his bid unless otherwise instructed in the Tender Document. It is assumed that Bidder commits itself to comply with all the Sections and documents uploaded by the Tender Inviting Officer.
6) Bidder must upload scanned copies of originals (or self-attested copies of original) at e-procurement portal. Uploaded Pdf documents should not be password protected. Bidder should ensure the clarity/ legibility of the scanned documents uploaded by them.
7) If stipulated in the TIS, copies/ originals of such specified uploaded scanned documents must also be physically submitted sealed in double cover and acknowledgement be obtained before the deadline for the bid submission at the venue mentioned. Failure to do so is likely to result in the bid being rejected as non-responsive. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue. The Procuring Entity reserves its right to call for verification originals of all such self-certified documents from the Bidders at any stage of evaluation, especially from the successful Bidder(s) before the issue of Letter of Award (LoA).
8) Regarding the protected Price Schedule (excel format, Cover-2: Financial Bid), Bidder shall write his name in the space provided in the specified location only. Bidder shall type rates in the figure only in the rate column of respective item(s) without any blank cell or Zero values in the rate column, without any alteration/ deletion/ modification of other portions of the excel sheet.
9) The date and time of the deadline for the online bid submission shall remain unaltered even if the specified date is declared a holiday for the Tender Inviting Officer.
10) Bidders are advised to ensure they submit their bid within the deadline and time of bid submission, failing which the portal shall not accept the Bids. The Procuring Entity shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender Process.
11) The Procuring Entity may extend the deadline for bids submission by issuing an amendment as per ITB-clause 7.2 above, in which case all rights and obligations of the Procuring Entity and the bidders previously subject to the original deadline shall then be subject to the new deadline for the bid submission.
12) Bid submitted through modalities other than those stipulated in TIS shall be liable to be rejected as nonresponsive.

10.3.2 Implied acceptance of procedures by Bidders

Submission of bid in response to the Tender Document is deemed to be acceptance of the e-Procurement and tender procedures and conditions of the Tender Document.

10.4 Modification, Resubmission and Withdrawal of Bids

10.4.1 Modification & Resubmission

Once submitted in e-Procurement, Bidder cannot view or modify his bid since it is locked by encryption. However, resubmission of the bid by the bidders for any number of times superseding earlier bid(s) before the date and time of submission is allowed. Resubmission of a bid shall require submission of all documents, including financial bid afresh. Only the last bid submitted will be available for opening and further processing.

10.4.2 Withdrawal

1) The bidder may withdraw his bid before the bid submission deadline, and it shall be marked as withdrawn and shall not

get opened during the Bid opening.

2) No bid should be withdrawn after the deadline for the bid submission and before the expiry of the bid validity period. If a Bidder withdraws the bid during this period, the Procuring Entity shall be within its right to forfeiture of the Bid Security, in addition to other punitive actions provided in the Tender Document for such misdemeanor.

11. Bid Opening

The date & time of the opening bid is as stipulated in TIS. If the specified date of Bid Opening falls on is subsequently declared a holiday or closed day for the Procuring Entity, the Bids shall be opened at the appointed time on the next working day.

12. Evaluation of Bids and Award of Contract

12.1 General norms

12.1.1 Evaluation based only on declared criteria.

The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Bidder in its/ his bid and other allied information deemed appropriate by Procuring Entity. Evaluation of bids shall be based only on the criteria/ conditions included in the Tender Document.

12.1.2 Deviations/ Reservations / Omissions - Substantive or Minor

1) During the evaluation of Bids, the following definitions apply:
   a) "Deviation" is a departure from the requirements specified in the Tender Document;
   b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and
   c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document.
2) A deviation/ reservation/ omission from the requirements of the Tender Document shall be considered as a substantive deviation as per the following norm, and the rest shall be considered as Minor deviation:
   a) which affects in any substantive way the scope, quality, or performance of the product;
   b) which limits in any substantive way, inconsistent with the Tender Document, the Procuring Entity's rights or the Bidder's obligations under the contract; or
   c) Whose rectification would unfairly affect the competitive position of other Bidders presenting substantively responsive Bids.
3) The decision of the Procuring Entity shall be final in this regard. Bids with substantive deviations shall be rejected as nonresponsive.
4) Variations and deviations and other offered benefits (techno-commercial or financial) above the scope/ quantum of the Goods specified in the Tender Document shall not influence evaluation Bids. If the bid is otherwise successful, such benefits shall be availed by the Procuring Entity, and these would become part of the contract.
5) The Procuring Entity reserves the right to accept or reject bids with any minor deviations. Wherever necessary; the Procuring Entity shall convey its observation as per ITB-clause 12.1.3 below, on such 'minor' issues to Bidder by registered/ speed post/ electronically etc. asking Bidder to respond by a specified date. If Bidder does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that bid shall be liable to be rejected as nonresponsive.

12.1.3 Clarification of Bids and shortfall documents

1) During the evaluation of Techno commercial or Financial Bids, the Procuring Entity may, at its discretion, but without any obligation to do so, ask Bidder to clarify its bid by a specified date. Bidder should answer the clarification within that specified date. The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder. Any clarification submitted by a Bidder regarding its Bid that is not in response to a request by the Purchasing Entity shall not be considered.
2) If discrepancies exist between the uploaded scanned copies and the Originals submitted by the bidder, the original copy's text, etc., shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Integrity, and the bid shall be liable to be rejected as nonresponsive in addition to other punitive actions under the Tender Document for violation of the Code of Conduct.
3) The Procuring Entity reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the Bid Opening, and which have not undergone change since then and does not grant any undue advantage to any bidder.

12.1.4 Contacting Procuring Entity during the evaluation

From the time of bid submission to awarding the contract, no Bidder shall contact the Procuring Entity on any matter relating to the submitted bid. If a Bidder needs to contact the Procuring Entity for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence the Procuring Entity during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

12.2 Evaluation of Bids

12.2.1 Preliminary Examination of Bids - Determining Responsiveness

A substantively responsive bid is complete and conforms to the Tender Document's essential terms, conditions, and requirements, without substantive deviation, reservation, or omission. Only substantively responsive bids shall be considered for further evaluation. The following are some of the crucial aspects for which a bid shall be liable to be rejected as nonresponsive:

1) The bid is not in the prescribed format or is not submitted as per the stipulations in the Tender Document.
2) Required EMD/Bid Security Declaration (Form 7) has not been provided.
3) Bidder is not eligible to participate in the bid as per laid down eligibility criteria;
4) The Goods offered are not eligible as per the provision of this tender.
5) Bidder has quoted Goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
6) Bidder has quoted conditional bids or more than one bid or alternative bids
7) The EMD/bid validity is shorter than the required period.
8) The bid departs from the essential requirements stipulated in the bidding document;
9) Against a schedule in Section IV: Schedule of Requirements, Bidder has not quoted the entire Goods as stipulated in that schedule.
10) Non-submission or submission of illegible scanned copies of stipulated documents/ declarations
11) Non-submission of Integrity Pact (if applicable).

12.2.2 The evaluation process in Single/ multiple Cover(s) and PQB Tenders

1) Unless otherwise stated, this Tender Process is for multiple (two or more) covers Bids. Initially, only the techno-commercial bids shall be opened on the stipulated date of opening of bids. After that, the techno-commercial evaluation shall be done whether these bids meet the eligibility & qualification criteria and techno-commercial aspects. Subsequent opening of financial bids and financial evaluation shall be done only of bids declared successful in techno-commercial evaluation.
2) If it is stipulated that this is the second stage of the two-stage tender Process or pre-qualified bidding (PQB) after shortlisting qualified bidders in the EoI/ PQB stage, evaluation of responses from the shortlisted qualified bidders

shall follow the same procedure as described above for multiple covers Tender Process.

3) If the TIS/ AITB stipulate this to be a single cover Tender process, the single cover bids shall be opened on the stipulated date of opening of bids. After that, evaluation of eligibility/ qualification of bidders, the techno-commercial, and the financial aspects shall be done simultaneously. There shall be no interim/ separate declaration of results of the techno-commercial evaluation.

12.2.3 Techno-commercial Evaluation

Only substantively responsive bids shall be evaluated for techno-commercial evaluation. In evaluating the techno-commercial bid, conformity to technical specifications, scope of work and commercial conditions of the offered Goods to those in the Tender Document is ascertained. Additional factors incorporated in the Tender Document shall also be considered in the manner indicated therein. Bids with substantive techno-commercial deviations shall be rejected as nonresponsive. Procuring entity reserves its right to consider and allow minor deviations in technical and Commercial Conditions as per ITB-clause 12.1.2.

12.2.4 Declaration of Techno-commercially qualified Bidders and Opening of Financial Bids

Bids that succeed in the above techno-commercial evaluation shall be considered techno-commercially suitable, and financial evaluation shall be done only of such Bids.

12.3 Evaluation of Financial Bids and Ranking of Bids

12.3.1 Ranking of Financial Bids

1) Unless otherwise stipulated, evaluation of the financial bids shall be on the price criteria only. Financial Bids of all Techno-commercially suitable bids are evaluated and ranked to determine the lowest priced bidder.
2) Unless otherwise stipulated, the comparison of the responsive Bids shall be on total outgo from the Procuring Entity's pocket, to be paid to the vendor or any third party, including all elements of costs as per the terms of the proposed contract, on FOR destination basis, duly delivered, commissioned, etc. as the case may be, including any taxes, duties, levies etc., freight, transit Insurance, loading/ unloading/ stacking, insurance etc.
3) Unless otherwise stipulated, if the Schedule of Requirements contains more than one schedule, the financial ranking of bids shall be done based on all schedules put together. The bid for a schedule shall not be considered if the complete requirements prescribed in that schedule are not included in the bid;
4) If any bidder offers conditional discounts/ rebates in his bid or suo motu discounts and rebates after the Bid Opening (techno-commercial or financial), such rebates/ discounts shall not be considered for ranking the offer. But if such a bidder does become L-1 without discounts/ rebates, such discounts/ rebates shall be availed and incorporated in the contracts;
5) Unless announced beforehand, the quoted price shall not be loaded based on deviations in the techno-commercial conditions. If it is so declared, such loading of the financial bid shall be done as per the relevant provisions;
6) As per policies of the Government, from time to time, the Procuring Entity reserves its option to give purchase preferences to eligible categories of Bidders as indicated in the Tender Document.
7) Evaluation of Bids shall include and consider the following taxes/ duties, as per ITB-clause 6.3 above:
   a) in the case of Goods manufactured in India or Goods of foreign original ready located in India, GST & other similar duties, which shall be contractually payable, on the Goods if a contract is awarded on the bidder;
   b) The offers shall be evaluated based on the GST rate quoted by each bidder, and the same shall be used for determining the inter-se ranking. The Procuring Entity shall not be responsible for any misclassification of HSN Number or incorrect GST rate if quoted by the bidder. Any increase in GST rate due to misclassification of HSN number shall have to be absorbed by the supplier; and
   c) If GST is quoted extra, but with the provision that it shall be charged as applicable at the time of delivery, the offer shall be evaluated for comparison purposes by loading the maximum existing rate of GST for the product/ HSN code.
   d) **Ambiguous Financial bid:** If the financial bid is ambiguous and leads to two equally valid total price amounts, it shall be rejected as nonresponsive.

12.3.2 Cartel Formation/ Pool Rates

1) Unless the Procuring Entity decides this to be a case of Cartel/ Pool Rates, if more than one bidder quote the same total evaluated price, then the Procuring Entity reserves its right to distribute unequal quantities among the bidders – excluding one or more bidders, based on considerations like performance/ financial capabilities, the distance of destination godowns from the location of the factories, production capacities, any extra features/ benefits offered etc.
2) If Procuring Entity decides this to be a case of Cartel/ Pool Rates, leading to "Appreciable Adverse Effect on Competition" (AAEC) as identified in Competition Act, 2002, as amended from time to time, it reserves its rights to:
   a) order any quantity on any one or more bidders without assigning any reason thereof.

   And/ or

   b) consider it as a violation of the Code of Integrity and reject the bid(s) as nonresponsive in addition to other punitive actions provided in this regard in the Tender Document. In addition to such remedies, the Procuring Entity also reserves the right to refer the matter to the Competition Commission of India (CCI) for obtaining necessary relief. In addition, the attention of the bidders is drawn to Chapter V I of the "The Competition Act 2002", which deals with Penalties. Such actions shall be in addition to other rights and remedies available to the Procuring Entity under the contract and Law.

12.3.3 Reasonableness of Rates Received

Procuring Entity shall evaluate whether the rates received in the Bids in the zone of consideration are reasonable. If the rates received are considered abnormally low or unreasonably high, it reserves it's right to take action as per the following sub-clauses, or as per ITB-clause 2.3, reject any or all Bids; abandon/ cancel the Tender process and issue another tender for the identical or similar Goods.

12.3.4 Consideration of Abnormally Low Bids

An Abnormally Low bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises substantive concerns as to the Bidder's capability to perform the contract at the offered price. Procuring Entity shall in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price concerning scope, schedule, allocation of risks and responsibilities, and any other requirements of the Tender Document. If, after evaluating the price analyses, procuring entity determines that Bidder has substantively failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity shall reject the bid/ proposal, and evaluation shall proceed with the next ranked bidder.

12.3.5 Price Negotiation

The Procuring Entity reserves its right to negotiate with the lowest acceptable bidder (L-1), who is techno-commercially suitable and on whom the contract would have been placed but for the decision to negotiate.

13. Award of Contract

13.1 The Procuring Entity's Rights

13.1.1 Right to Vary Quantities at the Time of Award

At the time of contract award, the Procuring Entity reserves the right to increase or decrease, without any change in the unit prices or other terms and conditions of the bid and the Tender Document, the quantity of Goods originally stipulated in Section VI: Schedule of Requirements, provided this increase/ decrease does not exceed 25 (twenty-five) percent of tendered quantity.

13.1.2 Parallel Contracts or Splitting of Award

The Procuring Entity reserves its right to split the quantities and conclude Parallel contracts with more than one bidder (for the same tender) in the following circumstances:

1) Unless otherwise stipulated in TIS/ AITB, there shall be no parallel orders or splitting quantities among more than one Bidders.
2) After due processing, if it is discovered that the quantity to be ordered is far more than what L-1 alone is capable of supplying and there was no prior stipulation in the Tender Document for parallel contracts, then it reserves its rights to distribute the quantity being finally ordered, among the other bidders by counter offering the L-1 rate to willing L-2 or higher bidders, in a transparent manner to avail full assessed capacities of lower-priced bidders first, before inviting higher priced bidders. The decision of Procuring Entity shall be final.
3) However, if the Tender Document stipulates such parallel contracts due to the critical/ strategic/ specific nature of the supplies/ Goods, the manner of deciding relative share of the lowest bidder (L-1) and the rest shall be clearly defined, along with the minimum number of Bidders sought (subject to availability of suitable bids meeting the requirements) for the contract. In such cases, the bidders should not quote for less than 25% of the tendered quantity; otherwise, their offer shall be rejected as nonresponsive. Unless otherwise stipulated in the AITB, in case of splitting in two and three, the ratio of 70:30; 50:30:20, respectively shall be used. These ratios are approximate, and the Procuring Entity reserves its right to marginally vary quantities to suit capacity/ past performance of the bidder/ unit loads of packing or transportation/ relative ranking of the bids/ delivery period offered/ existing load of Bidder and other similar factors affecting smooth supplies as per requirements.
4) In case price quoted by two bidders emerges same, then procuring entity reserves the right to issue by splitting the available quantity equally.

13.1.3 Additional Conditions for Rate Contracts

If stipulated expressly in the TIS/ AITB that this is a Tender Process to enter into "Rate Contract(s)" for the supply of Goods, then the following additional conditions shall be applicable:

1) The conditions governing the resultant Rate Contract would be as per GCC clause 6.8. The "Fall Clause" as described in the G.C.C-clause 10.1.6 shall be expressly applicable in Rate Contracts.
2) Unless otherwise specified, the currency of a Rate Contract would be for one year.
3) **Parallel Rate Contracts**: Procuring Entity reserves the right to conclude more than one rate contract for the same Schedule/ Goods. The procedure for negotiation and counter-offering for concluding parallel rate contracts would be as follows.
   a) Initially, the rate contract would be awarded to the L-1 Bidder. Then the price of L-1 shall be counter-offered to the higher quoting responsive Bidders (under intimation to L-1), asking them to send their revised Bids online on the eprocurement portal to be opened at a specified place, date, and time (as per the standard procedure). L-1 Bidder would be specifically informed that it may, if it so desires, reduce its price and send its revised Bid accordingly. The Bidders, who accept the counter-offered rate or rate lower than that, would be awarded parallel rate contracts. If L-1 Bidder lowers its rate in its revised offer, the same would also be accepted with effect from that date, and its rate contract amended accordingly.
   b) In the case where parallel rate contracts are necessary, but even the lowest responsive Bidder (L-1) price is not reasonable. In that case, price negotiation may be conducted with L-1 Bidder in the first instance. If the L1 Bidder agrees to bring down the price to the desired level, a rate contract would be concluded with it, and parallel rate contracts would be concluded as per the sub-clause above. If, however, L1 Bidder does not agree to reduce its price in the first instance itself, then the price, which has been decided as reasonable, would be counter-offered to all the higher quoting responsive Bidders (including L-1) for further action on the above lines.
   c) All such parallel rate contracts would be released transparently and simultaneously.
4) The quantities mentioned in the tender in Section- I (N.I.T.) and Section-VI (Schedule of Requirements) are indicative without any commitment on a rate contract basis, as detailed in G.C.C-clause 6.8.

13.2 Letter of Award (Acceptance - LoA) and Signing of Contract

13.2.1 Selection of Successful Bidder(s)

The Procuring Entity shall award the contract to the Bidder(s) whose bid(s) is Techno- commercially suitable and bid price(s) is lowest and reasonable, as per evaluation criteria detailed in the Tender Document.

13.2.2 Verification of Original Documents

Before issuing a Letter of Award (LoA) to the successful Bidder(s), the Procuring Entity may, at its discretion, ask Bidder to submit online for verification the originals of all such documents whose scanned copies were submitted online along with the Technical bid. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement. If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such bid shall be liable to be rejected as nonresponsive in addition to other punitive actions in the Tender Document. The evaluation of Bids shall proceed with the subsequent ranked offers.

13.2.3 Letter of Award (LoA)

1) The Bidder, whose bid has been accepted and documents verified (at the discretion of Procuring Entity), shall be notified of the award by the Procuring Entity before the expiration of the Bid-Validity period by written or electronic means. This notification (hereinafter and in the Conditions of Contract called the "Letter of Award - LoA") shall state the sum (hereinafter and in the contract called the "Contract Price") that the Procuring Entity shall pay the contractor in consideration of the supply of the Goods. The Letter of Award (LoA) shall constitute the legal formation of the contract, subject only to the furnishing of performance security as per the provisions of the sub-clause below. The Procuring Entity, at its discretion, may directly issue the contract subject only to the furnishing of performance security, skipping the issue of LoA.
2) It shall be mandatory for the successful bidder to be registered on GeM and obtain a unique GeM Seller ID. before the placement of LoA or the contract. This ID shall be incorporated in the contract.

13.2.4 Performance Security

1) Within 21 days (or any other period stipulated in AITB) of receipt of the Letter of Award (LoA, or the contract if LoA has been skipped), performance Security as per details in GCC-5.8 shall be submitted by the contractor to the Procuring Entity.
2) If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.
3) If the bidder, whose bid is the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, the Procuring Entity shall cancel the procurement process. If the Procuring Entity is satisfied that it is not a case of cartelization and that the integrity of the procurement process has been maintained may offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

13.2.5 Signing of Contract

1) Within seven working days of receiving performance security, the Procuring Entity will send the contract form (as per Format 1: Contract Form along with sub-formats) duly completed and signed, in duplicate, by registered/ speed post or by suitable digital means to the successful Bidder.
2) The Contractor may point out to the Procuring Entity, in writing/electronically, any anomalies noticed in the contract within seven days of its receipt.
3) The Procuring Entity will invite the successful bidder to sign the original agreement.

13.2.6 Expiry of bid securing declarations

The Bid Securing Declarations of unsuccessful bidders shall expire on receipt of this notification by them, during pre-qualification or techno-commercial or financial evaluation results. The bid-Securing Declaration of the successful bidder shall expire when Bidder has furnished the required Performance Security and signed the Agreement.

13.2.7 Publication of Tender Result

The name and address of the successful Bidder(s) receiving the contract(s) shall be published in the website of the Procuring Entity.

14. Grievance Redressal/ Complaint Procedure

1) Bidder has the right to submit a complaint or seek de-briefing regarding the rejection of his bid, in writing or electronically, within 10 days of declaration of pre-qualification or techno-commercial or financial evaluation results. The complaint shall be addressed to the Tender Inviting Authority.
2) Within 5 working days of receipt of the complaint, the Tender Inviting Officer will acknowledge the receipt in writing to the complainant indicating that it has been received, and the response shall be sent in due course after a detailed examination.
3) The Tender Inviting Officer shall convey the final decision to the complainant within 15 days of receiving the complaint. No response shall be given regarding the confidential process of evaluating bids and awarding the contract before the award is notified, although the complaint shall be kept in view during such a process. However, no response shall be given regarding the following topics explicitly excluded from such complaint process:
    a) Only a bidder who has participated in the concerned Tender Process, i.e., pre-qualification, bidder registration or bidding, as the case may be, can make such representation.
    b) Only a directly affected bidder can represent in this regard.
        i) In case of pre-qualification bid has been evaluated before the bidding of Technical/ financial bids, an application for review concerning the technical/ financial bid may be filed only by a bidder who has qualified in pre-qualification bid;
        ii) In case a technical bid has been evaluated before the opening of the financial bid, an application for review concerning the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
    c) Following decisions of the Procuring Entity shall not be subject to review:
        i) Determination of the need for procurement.
        ii) Complaints against specifications except under the premise that they are either vague or too specific to limit competition
        iii) Selection of the mode of procurement or bidding system;
        iv) Choice of the selection procedure.
        v) Provisions limiting the participation of bidders in the Tender Process, in terms of policies of the Government
        vi) Provisions regarding purchase preferences to specific categories of bidders in terms of policies of the Government
        vii) The decision to enter into negotiations with the L-1 bidder; and
        viii) Cancellation of the Tender Process except where it is intended to subsequently re-tender the same Goods.

15. Code of Integrity in Public Procurement, Misdemeanours and Penalties:

Procuring authorities, bidders, suppliers, vendors, and consultants should observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanours, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts. CC-clause 13 (including the penalties prescribed therein) shall be considered to be part of this clause of ITB even though it is not being reproduced here for the sake of brevity) and shall apply *mutadis mutandis* during the pre-award tender process.

SECTION III: APPENDIX TO INSTRUCTIONS TO BIDDERS (AITB)

Tender No.: BNPM/OTE/135/2026-27 DATED 14.07.2026
Tender Title: Supply of Polymer and Coagulant for Paper Machine at BNPM Plant, Mysuru
(Ref ITB-clause 1.4)

Note for Bidders: *Following clauses (in column 1), wherever these appear in ITB shall be taken to be negated or additional provision be added to, or existing provisions be altered as per column 2. Whenever there is any conflict between the provision in the ITB and that in the AITB, the provision contained in the AITB shall prevail.*

Sl No.	ITB clauses no.	Topic	Modified/ replaced by AITB Provision
1.	13.1.2	Parallel Contracts or Splitting of Award	BNPM reserves its rights to conclude Parallel contracts with Two (02) bidders in the ratio 70:30 at the L1 quoted price.
2.	13.2.4	Performance Security	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 **Five per cent (5%)** of the total value of the contract, valid up to sixty days after the date of completion of all contractual obligations (including shelf-life period) by the supplier. Performance security may be furnished as, a. Insurance Surety Bonds (or) b. Account Payee Demand Draft (or) c. Fixed Deposit Receipt (FDR) from a commercial bank lien to Bank Note Paper Mill India Pvt. Ltd., Mysuru (or) d. Bank Guarantee (including e-Bank Guarantee) issued/confirmed from any of the commercial bank in India in an acceptable form (or) e. Online payment.

SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC)

1. General

1.1 Tenets of Interpretation

Unless where the context requires otherwise, throughout the contract:

1) The heading of these conditions shall not affect the interpretation or construction thereof.
2) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
3) Words in the singular include the plural and vice-versa.
4) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
5) Terms and expression not herein defined shall have the meanings assigned to them in The Indian Contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (2020 edition published by the International Chamber of Commerce, Paris) as the case may be.
6) Any reference to 'Goods' shall be deemed to include the incidental Works/ Services also.
7) Any reference to 'Contract' shall be deemed to include all other documents (inter-alia CC) as described in CC-clause 2.5.
8) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.

1.2 Definitions

In the contract, unless the context otherwise requires:

1) "Agent" is a person employed to do any act for another or represent another in dealings with a third person. In the context of public procurement, an Agent is a representative participating in the Tender Process or Execution of a Contract for and on behalf of its principals.
2) "Allied Firm" are all business entities that are within the 'controlling ownership interest' (ownership of or entitlement to more than twenty-five percent of the company's shares or capital or profits) or 'control'(including the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements) of the principal firm acting alone or together or through one or more juridical persons. All successor firms or assigns of the principal firm shall be considered allied firms.
3) "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in specific contexts) means an offer to supply goods, services or execution of works made as per the terms and conditions set out in a document inviting such offers.
4) "Bidder" (including the term 'Bidder', 'consultant' or 'service provider' in specific contexts) means any person or firm or company), every artificial juridical 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 Tender Process.
5) "Bill of Quantities" (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the bid.
6) "Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934.
7) "Consignee" means the person to whom the goods are required to be delivered as stipulated in the contract. A contract may provide the goods to be delivered to an interim consignee for further despatch to the ultimate consignee.
8) "Contract" (including the terms 'Purchase Order' or 'Supply Order' or 'Withdrawal Order' or 'Work Order' or 'Consultancy Contract' or 'Contract for Services', 'rate contract' or 'framework contract' or 'Letter of Award – LoA' (letter or memorandum communicating to the vendor the acceptance of his bid) or 'Agreement' or a 'repeat order' accepted/ acted upon by the vendor or a 'formal agreement', under specific contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the vendor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country;
9) "Day", "Month", "Year" shall mean calendar day/ month or year (unless reference to financial year is clear from the context).
10) "Drawing" means the drawing or drawings stipulated in or annexed to the Specifications or the Tender Document/ Contract;
11) "General Conditions" means the Conditions of Contract, also referred to as GCC.
12) "Special Conditions" means the amendment or additional to Conditions of Contract, also referred to as SCC. For interpretation purpose, SCC shall prevail over the GCC in case of any conflict.
13) "Goods" (including the terms 'Stores', 'Material(s)' in specific contexts) includes all articles, material, furniture, fixtures, consumables, spare parts, instruments, machinery, equipment, industrial plant, subassemblies, accessories, a group of machines comprising an integrated production process or such other categories of goods or intangible, products like technology transfer, licenses, patents or other intellectual properties), procured or otherwise acquired by a Procuring Entity. Any reference to Goods shall be deemed to include specific small work or some services that are incidental or consequential to the supply of such goods;
14) "Government" means the Government of India or an Indian State Government as the case may be and includes agencies and Public Sector Enterprises under it, in specific contexts;
15) "Inspection" means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the goods or services or works, and comparing the same with the specified requirement to determine conformity.
16) "Inspecting Officer" means the person or organisation stipulated in the contract for inspection under the contract and includes his/ their authorized representative;
17) "Intellectual Property Rights" (IPR) means the rights of the intellectual property owner concerning a tangible or intangible possession/ exploitation of such property by others. It includes rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI).
18) "Parties": The parties to the contract are the "Vendor" and the Procuring Entity, as defined in this clause;
19) "Performance Security" (includes the terms 'Security Deposit' or 'Performance Bond' or 'Performance Bank Guarantee' or other specified financial instruments in specific contexts) means a monetary guarantee to be furnished by the successful Bidder or Vendor in the form prescribed for the due performance of the contract;
20) "Place of Delivery" the delivery of the Goods shall be deemed to take place on delivery of the Goods, after approval by the Inspecting Officer (If provided in the contract) at following places as per the terms and conditions of 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 transmission to the consignee: or
    d) The consignee at the destination station in case of a contract stipulating for delivery of Goods at the destination station.
21) "Procurement" (or 'Purchase') means the acquisition of Goods/ Services/ works by way of purchase, lease, license or otherwise of goods, works or services or any combination thereof, by a Procuring Entity, whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration. The term "procure"/ "procured" or "purchase"/ "purchased" shall be construed accordingly;
22) "The Procuring Entity" means the entity in The Procuring Organization procuring Goods or Works or Services;
23) "Service(s)" (including the term 'non-consultancy services' or

'Outsourcing of Services' in specific contexts) are defined by exclusion as services that cannot be classified as Consultancy Services. Services (non-consultancy) involve routine, repetitive physical, procedural, and non-intellectual outcomes for which quantum and performance standards can be tangibly identified and consistently applied and are bid and contracted on such basis but does not include the appointment of an individual made under any law, rules, regulations, or order issued in this behalf. Any reference to Services shall be deemed to include the supply of goods or performance of consultancy service or small works, which are incidental or consequential to such services;

24) "Specification" or "Technical Specification" means the drawing/ document/standard or any other details governing the construction, manufacture or supply of goods or performance of services that prescribes the requirement to which goods or services have to conform as per the contract.
25) "Signed" means ink signed or digitally signed with a valid Digital Signature as per IT Act 2000 (as amended from time to time). It also includes stamped, except in the case of Letter of Award or amendment thereof.;
26) "Tender"; "Tender Document"; "Tender Enquiry" or "Tender Process": 'Tender Process' is the whole process from the publishing of the Tender Document till the resultant award of the contract. 'Tender Document' means the document (including all its sections, appendices, forms, formats, etc.) published by the Procuring Entity to invite bids in a Tender Process. The Tender Document and Tender Process may be generically referred to as "Tender" or "Tender Enquiry", which would be clear from context without ambiguity.
27) "Test" means such test as is prescribed by the particulars governing the construction, manufacture or supply of Goods as may be prescribed by the contract or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer;
28) "Vendor" (including the terms 'Supplier' or 'Service Provider' or 'Consultant' or 'Firm' or 'Contractor' or 'Manufacturer' or 'Successful Bidder' under specific contexts) means the person, firm, company with whom the contract is entered into and shall be deemed to include the vendor's successors (approved by the Procuring Entity), agents, sub-vendor, representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract.;
29) "Works" refer to any activity involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labour, machinery, and equipment.

1.3 Document Conventions

All words and phrases defined in GCC-clause 1.2 are written as 'Capitalised word' and shall have the defined meaning. The rest of the words shall be as per grammar, interalia 'Goods' & 'Services' shall indicate definition as given in the GCC while 'goods' shall have usual dictionary meaning.

1.4 Abbreviations:

Abbreviation	Definition
BNS	Bharatiya Nyaya Sanhita
BSD	Bid Securing Declaration
CGST	Central Goods and Services Tax
DoE	Department of Expenditure
DPIIT	Department for Promotion of Industry and Internal Trade
EFT	Electronic Funds Transfer
ERV	Exchange Rate Variation
FOR	Free on Road/Rail (named Destination)
CC	Conditions of Contract
GST	Goods and Services Tax
GTE	Global Tender Enquiry (International Competitive Bidding)
HSN	Harmonized System of Nomenclature
IEM	Independent External Monitor
IPR	Intellectual Property Rights
INR	Indian Rupee
ITB	Instructions To Bidders
ITC (HS)	Indian Tariff Classification (Harmonised System)
LoA	Letter of Award (Acceptance)
MII	Make in India
MOF	Ministry of Finance
MSE	Micro and Small Enterprises
MSME	Micro, Small and Medium Enterprises
NIT	Notice Inviting Tender
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PPD	Procurement Policy Division
PQB	Pre-Qualification Bidding
RCM	Reverse Charge Mechanism
TDS	Tax Deducted at Source
TIA	Tender Inviting Authority
TIS	Tender Information Summary

2. The Contract

2.1 Language of Contract

The contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.

2.2 The Entire Agreement

This Contract and its documents (referred to in GCC-clause 2.5 below) constitutes the entire agreement between the Procuring Entity and the vendor and supersedes all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not outlined in this Contract.

2.3 Severability

If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.

2.4 Parties

The parties to the contract are the vendor and the Procuring Entity, as defined in CC-clause 1.2 above and nominated in the contract.

2.5 Contract Documents and their Precedence

The following conditions and documents in indicated order of precedence (higher to lower) shall be considered an integral part of the contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:

1) Valid and authorized Amendments issued to the contract;
2) the Agreement consisting of the initial paragraphs, recitals and other clauses setforth immediately before the GCC and including the formats annexed to it and signatures of Procuring Entity;
3) the Letter of Award (LoA);
4) Final written submissions made by the vendor during negotiations, if any;
5) the tender document;
6) the vendor's bid;
7) Integrity Pact.

2.6 Modifications/ Amendments, Waivers and Forbearances

2.6.1 Modifications/ Amendments of Contract

1) If any of the contract provisions must be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Procuring Entity, and no modified provisions shall be applicable unless such modifications have been done. No variation in or modification

of the contract terms shall be made except by a written amendment signed by the Procuring Entity. Requests for changes and modifications may be submitted in writing by the vendor to the Procuring Entity. At any time during the currency of the contract, the Procuring Entity may suo-moto or, on request from the vendor, by written order, amend the contract by making alterations and modifications within the general scope of the Contract.

2) If the vendor does not agree to the suo-moto modifications/ amendments made by the Procuring Entity, he shall convey his views within 14 days from the date of amendment/ modification. Otherwise, it shall be assumed that the vendor has consented to the amendment.
3) Any written arrangement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Procuring Entity unless and until the same is incorporated in a formal instrument and signed by the Procuring Entity, and till then the Procuring Entity shall have the right to repudiate such arrangements.

2.6.2 Waivers and Forbearances

The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:

1) Any waiver of a Procuring Entity's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of the Procuring Entity granting such waiver and must specify the terms under which the waiver is being granted.
2) No relaxation, forbearance, delay, or indulgence by Procuring Entity in enforcing any of the terms and conditions of this Contract or granting of an extension of time by Procuring Entity to the vendor shall, in any way whatsoever, prejudice, affect, or restrict the rights of Procuring Entity under this Contract, neither shall any waiver by Procuring Entity of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

3. Governing Laws and Jurisdiction

3.1 Governing Laws and Jurisdiction

1) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
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 Mysuru, Karnataka, India.
3) All matters relating to the validity, meaning and performance of the contract shall be decided in accordance with the laws and statues of Republic of India and subject to the exclusive jurisdiction of competent court of Mysuru, Karnataka, India.
4) The vendor warrants that all goods purchased under the Contract shall conform to all the applicable City, State and Central laws, ordinances and regulations valid on the date of contract signature. Further, the vendor shall defend and save the PURCHASER harmless from direct cost or damage by reason of any actual or alleged violation thereof.
5) The vendor shall arrange to complete registration of foreign personnel at the nearest Police Station and other formalities as may be required for foreigners deputed to India as per Indian law.
6) The vendor shall not offer any employment to the officials of the PURCHASER without his written permission till the end of warrantee period.

3.2 Changes in Laws and Regulations

If after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the vendor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

4. Communications

4.1 Communications

1) All communications under the contract shall be served by the parties on each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions.
2) The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.
3) No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of the contract, so designated.
4) Such communications would be an instruction or a notification or an acceptance or a certificate from the Procuring Entity, or it would be a submission or a notification from the vendor. A notification or certificate which the contract requires must be communicated separately from other communications.

4.2 The person signing the Communications

For all purposes of the contract, including arbitration, thereunder all communications of the vendor shall be signed by the person who has signed the contract on behalf of the vendor. A person signing communication in respect of the contract or purported to be on behalf of the vendor, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the vendor. If it is discovered at any time that the person, so signing has no authority to do so, the Procuring Entity reserves its right to, without prejudice to any other right or remedy, to terminate the contract for default in terms of the contract and avail any or all the remedies thereunder and hold such person personally and/ or the vendor liable to the Procuring Entity for all costs and damages arising from such remedies.

4.3 Address of the parties for sending communications by the other party.

For all purposes of the contract, including arbitration, thereunder the address of parties to which the other party shall address all communications and notices shall be:

1) The address of the vendor as mentioned in the contract unless the vendor has notified the change of address by a separate communication containing no other topic to the Procuring Entity. The Vendor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid, and
2) The address of the Procuring Entity shall be the address mentioned in the contract.

5. Vendor's Obligations and restrictions on its Rights

5.1 Changes in Constitution**/ financial stakes/ responsibilities of a Contract's Business**

The Vendor must proactively keep the Procuring Entity informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract. Where the vendor is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:

1) a new partner shall not be introduced in the firm except with the previous consent in writing of the Procuring Entity, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.
2) On the death or retirement of any partner of the vendor firm before the complete performance of the contract, the Procuring Entity may, at his option, terminate the contract for default as per the Contract and avail any or all remedies thereunder.
3) If the contract is not terminated as provided in Sub-clause (2) above notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by

him under Section 32 of the Partnership Act, has been sent by him to the Procuring Entity in writing or electronically.

5.2 Obligation to Maintain Eligibility and Qualifications

The contract has been awarded to the vendor based on specific eligibility and qualification criteria. The Vendor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the vendor should be pro-actively brought to the notice of the Procuring Entity within 7 days of it coming to the Vendor's knowledge. These changes include but are not restricted to change regarding declarations made by it in its bid in Form 1.2: Eligibility Declaration.

5.3 Change in its qualification criteria submitted in its bid in Form 4: Qualification Criteria - Compliance and its sub-form(s). Restriction on Potential Conflict of Interests

Neither the vendor nor its sub-vendors nor the personnel shall engage, either directly or indirectly, in any of the following activities:

1) during the term of this Contract, any business or professional activities in India that would conflict with the activities assigned to them under this Contract.
2) after the termination of this Contract, such other activities as may be stipulated in the contract.

5.4 Consequences of a breach of Obligations

Should the vendor or any of its partners or its sub-vendors or the personnel commit a default or breach of CC-clause 5.1 to 5.7, the Vendor shall remedy such breaches within 21 days, keeping the Procuring Entity informed. However, at its discretion, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder. The decision of the Procuring Entity as to any matter or thing concerning or arising out of CC clause 5.1 to 5.7 or on any question whether the vendor or any partner of the vendor firm has committed a default or breach of any of the conditions shall be final and binding on the vendor.

5.5 Assignment and Sub-contracting

1) The vendor shall not, save with the previous consent in writing of the Procuring Entity, sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.
2) The vendor shall notify the Procuring Entity in writing all subcontracts awarded under the contract if not already stipulated in the contract. In its original bid or later, such notification shall not relieve the vendor from any of its liability or obligation under the terms and conditions of the contract. Subcontract shall be only for bought out items and incidental Works/ Services. Subcontracts must comply with and should not circumvent Vendor's compliance with its obligations under GCC-clause 5.1 to 5.7, based on which the contract was awarded to him.
3) If the Vendor sublets or assigns this contract or any part thereof without such permission, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder.

5.6 Indemnities for **breach of IPR Rights**

1) The vendor shall indemnify and hold harmless, free of costs, the Procuring Entity and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Goods provided by the vendor under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:
   a) any design, data, drawing, specification, or other documents or Goods provided or designed by the vendor for or on behalf of the Procuring Entity.
   b) The sale by the Procuring Entity in any country of the products produced by the Goods supplied by the vendor, and
   c) The installation of the Goods by the vendor or the use of the Goods at the Procuring Entity's Site.
2) Such indemnity shall not cover any use of the Goods or any part thereof or any products produced thereby:
   a) other than for the purpose indicated by or to be reasonably inferred from the contract.
   b) in association or combination with any other equipment, plant, or materials not supplied by the vendor.
3) If any proceedings are brought, or any claim is made against the Procuring Entity arising out of the matters referred above, the Procuring Entity shall promptly give the vendor a notice thereof. At its own expense and in the Procuring Entity's name, the vendor may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the Procuring Entity informed.
4) If the vendor fails to notify the Procuring Entity within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its behalf at the risk and cost to the vendor.
5) At the vendor's request, the Procuring Entity shall afford all available assistance to the vendor in conducting such proceedings or claim and shall be reimbursed by the vendor for all reasonable expenses incurred in so doing.

5.7 Confidentiality, Secrecy and IPR Rights

5.7.1 IPR Rights

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the vendor under this Contract shall become and remain the property of the Procuring Entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent. The vendor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The vendor may retain a copy of such documents and software but shall not use it for any commercial purpose.

5.7.2 Confidentiality

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Procuring Entity to the vendor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the Procuring Entity and shall not, without the prior written consent of Procuring Entity neither be divulged by the vendor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by the Procuring Entity, all copies of all such information in original shall be returned on completion of the vendor's performance and obligations under this contract.

5.7.3 Secrecy

If the Contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the vendor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.

5.7.4 Obligations of the vendor

1) Without the Procuring Entity's prior written consent, the vendor shall not use the information mentioned above except for the sole purpose of performing this contract.
2) The vendor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of the Procuring Entity, divulge to any person other than the person(s) employed by the vendor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.
3) Notwithstanding the above, the vendor may furnish to its holding company or its Subvendor(s) such documents, data, and other information it receives from the Procuring Entity to the extent required for performing the contract. In this event, the vendor shall obtain from such holding company/ Subvendor(s) an undertaking of confidentiality (or secrecy –

as the case may be) similar to that imposed on the vendor under the above clauses.

4) The obligation of the vendor under sub-clauses above, however, shall not apply to information that:
   a) now or hereafter is or enters the public domain through no fault of Vendor;
   b) can be proven to have been possessed by the vendor at the time of disclosure and which was not previously obtained, directly or indirectly, from the Procuring Entity; or
   c) otherwise lawfully becomes available to the vendor from a third party that has no obligation of confidentiality.
5) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the vendor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.
6) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

5.8 Performance Bond/ Security

1) Within twenty-one days after the issue of Letter of Award (LoA)/Purchase order/work order by the Procuring Entity, the vendor shall furnish to the Procuring Entity, performance security, valid up to sixty days after the date of completion of all contractual obligations by the vendor, including the warranty obligations.
2) The amount of Performance security shall be **5% of the contract Price** denominated in Indian Rupees or the currency of the contract and shall be in one of the following forms:
   a) Account Payee Demand Draft or Fixed Deposit Receipt from a scheduled commercial bank in India, favouring the Bank Note Paper Mill India Private Limited, Administrative Building, Paper Mill Compound, Note Mudran Nagar, Mysuru 570003, Karnataka, India.
   b) Bank Guarantee (including e-Bank Guarantee) issued by any scheduled Indian Commercial Bank or from an Indian Branch of a foreign bank or correspondent Indian bank of the foreign bank if not having a branch in India, in the prescribed form provided in Format 1.2.
   c) Fixed Deposit Receipt (FDR) from a commercial bank lien to Bank Note Paper Mill India Pvt. Ltd., Mysuru
   d) Insurance Surety Bonds.
   e) Online payment in an acceptable form.
3) If the vendor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and forfeit Bid Security, besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.
4) If the vendor during the currency of the Contract fails to maintain the requisite Performance Security, it shall be lawful for the Procuring Entity at its discretion:
   a) to terminate the Contract for Default besides availing any or all contractual remedies provided for breaches/ default, or
   b) without terminating the Contract:
      i) recover from the vendor the amount of such security deposit by deducting the amount from the pending bills of the vendor under the contract or any other contract with the Procuring Entity or the Government or any person contracting through the Procuring Organisation or otherwise howsoever as per GCC-clause 10.4, or
      ii) treat it as a breach of contract and avail any or all availing any or all contractual remedies provided for breaches/ default.
5) In the event of any amendment issued to the contract, the vendor shall furnish suitably amended value and validity of the Performance Security in terms of the amended contract within twenty-one days of issue of the amendment.
6) The Procuring Entity shall be entitled, and it shall be lawful on his part,
   a) to deduct from the performance securities or to forfeit the said security in whole or in part in the event of:
      i) any default, or failure or neglect on the part of the vendor in the fulfilment or performance in all respect of the contract under reference or any other contract with the Procuring Organisation or any part thereof
      ii) for any loss or damage recoverable from the vendor which the Procuring Entity may suffer or be put to for reasons of or due to above defaults/ failures/ neglect
   b) and in either of the events aforesaid to call upon the vendor to maintain the said performance security at its original limit by making further deposits, provided further that the Procuring Entity shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the vendor for similar reasons.
7) Subject to the sub-clause above, the Procuring Entity shall release the performance security without any interest to the vendor on completing all contractual obligations, including the warranty obligations, if any. Alternatively, for the duration of Warranty obligations, upon the vendor submitting a suitable separate Warranty Security, the original Performance Guarantee Security shall be released *mutatis-mutandis*.
8) No claim shall lie against the Procuring Entity regarding interest on cash deposits or Government Securities or depreciation thereof.

5.9 Permits, Approvals and Licenses

Whenever the supply of Goods and incidental Works/ Services requires that the vendor obtain permits, approvals, and licenses from local public authorities, it shall be the vendor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to export licence or environmental clearance if required. If requested by the vendor, the Procuring Entity shall make its best effort to assist the vendor in complying with such requirements in a timely and expeditious manner, without any dilution of the Vendor's responsibility in this regard.

5.10 Custody and Return of **the Procuring Entity's Materials/ Equipment/ Documents loaned to Vendor.**

1) No asset/ property/ drawings/ material/ samples/ equipment/ utility shall be provided or loaned to the vendor for the performance of the contract. Whenever such assets are required to be issued to the vendor (inter-alia in fabrication or design or development) as per the contract, these would be issued only as per terms and conditions and against appropriate safeguards (including Insurances, Bank Guarantee, Indemnity Bonds, Retention Money etc.) specified therein. The Vendor shall use such property for the execution of the contract and no other purpose whatsoever.
2) The vendors shall sign receipts for all tools, plants and materials or other assets/ properties made over to him by the Procuring Entity. All such assets shall be deemed to be in good condition when received by the vendor unless he has within twenty-four hours of the receipt thereof notified the Procuring Entity to the contrary. Otherwise, he shall be deemed to have lost the right to do so at any subsequent stage.
3) These assets shall remain the property of the Procuring Entity, and the vendor shall take all reasonable care of all such assets. The vendor shall be responsible for all damage or loss from whatever cause caused while such assets are possessed or controlled by the vendor, staff, workmen or agents.
4) Where the vendor insures such assets against loss or fire at the request of the Procuring Entity, such insurance shall be deemed to be by way of additional precaution and shall not prejudice the liability of the vendor as aforesaid
5) The Vendor shall return all such assets in good order or repair, fair wear and tear excepted, before the completion/ closure/ termination of the contract and shall be responsible for any failure to account for the same or any damage done to that as assessed by the Procuring Entity, whose decision shall be final and binding.

5.11 Labour Codes and **Related Obligations**

5.11.1 Independent Vendor

The vendor's status shall be that of an independent vendor and Primary Employer of staff deployed during the contract by him or his sub-vendors or other associates. The Vendor, its employees, agents, and subvendors performing under this Contract are not employees or agents of the Procuring Organisation or Procuring Entity or Central or State Government or their agencies/ Enterprises, simply by Services delivered under this Contract.

5.11.2 Obligations of the vendor under Labour Codes and Rules

1) In cases where Contract or part(s) thereof is to be performed by the vendor at the premises of the Procuring Entity or Consignee, the vendor shall comply with the provisions of the Labour Codes, which including Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020, as applicable and as modified from time-to-time, wherever applicable and shall also indemnify the Procuring Entity from and against any claims under the aforesaid Labour codes and the Rules.
2) The Vendor shall obtain a valid licence, if applicable, under the aforesaid Labour codes and the Rules as modified from time-to-time before the commencement of the contract and continue to have a valid licence until the completion of the contract. Any failure to fulfil this requirement, the Procuring Entity shall treat it as a breach of contract for default as per the contract and avail any or all remedies thereunder.
3) In respect of all labour directly or indirectly employed in the contract for the performance of the vendor's part of the contract, the vendor shall comply with or cause to comply with the provisions of the aforesaid Labour codes and the Rules wherever applicable. The vendor shall be solely responsible for submitting all the necessary returns under these Codes and the Rules. Nevertheless, the vendor shall submit monthly returns to the Procuring Entity to confirm compliance with such Codes and rules. Failure to do so shall entitle Procuring Entity to take any measure to ensure compliance to such codes and rules by the vendor and his associates, including, but not limited to, withholding vendor's on-account bills.
4) The Vendor shall pay the wages as per the Code on Wages to their workers not below the rate of minimum wages, as notified by the State Government or Central Government, whichever is higher, through the bank transfer. Notwithstanding the contract's provisions to the contrary, the Vendor shall cause to be paid the wages to labour directly or indirectly engaged on the contract, including any engaged by his Sub-Vendors in connection with the said contract as if he had immediately employed the labour. The Procuring Entity shall, without any commitments or being obliged to do, may at its discretion, monitor that such payments are being made. The Vendor shall be required to submit, every month, documentary evidence in the form of a Bank Statement of having transferred the gross minimum wages to each of the workers. Failure to do so shall entail Procuring Entity taking up any measure to ensure the payment of wages including, but not limited to, withholding vendors on account bills.
5) In every case in which, by virtue of the provisions of the aforesaid Labour codes and the Rules, the Procuring Entity is obliged to pay any amount of wages to a workman employed by the vendor or his Sub-Vendor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Labour codes and the Rules or to incur any expenditure on account of the contingent liability of the Procuring Entity due to the vendor's failure to fulfil his statutory obligations under the aforesaid Labour codes and the Rules the Procuring Entity shall recover from the vendor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Procuring Entity under the aforesaid Labour codes and the Rules, the Procuring Entity shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/ or from any sum due by the Procuring Entity to the vendor whether under the contract or otherwise. The Procuring Entity shall not be bound to contest any claim made against it under the aforesaid Labour codes and the Rules except on the vendor's written request, and upon giving the Procuring Entity complete security for all costs, Procuring Entity might become liable in contesting such claim. The decision of the Procuring Entity regarding the amount actually recoverable from the vendor as stated above shall be final and binding on the vendor.

5.11.3 The obligation of Vendor to ensure awareness of Labour Codes

1) The Vendor has to mandatorily provide a comprehensive day-long training carried out by a certified Third-Party agency for the awareness of Labour codes and the Rules, grievance redressal mechanism and other provisions applicable to his and his Sub-vendor's staff, workers, labour employed by him directly or indirectly in delivery of service to the Procuring Entity. The Vendor must submit relevant documentary proof to Procuring Entity of having conducted such training to all workers as and when asked for
2) The Vendor must provide a comprehensive booklet (Procuring Entity approves that) containing all the relevant updated labour codes, rules, and other applicable provisions, to every worker at the outset of the contract in the local vernacular language.
3) Procuring Entity, without any commitments or being obliged to do, may its discretion, provide following facilities for Vendor's Contract Labour working on this Contract:
   a) Helpline for complaints from labour regarding payment of wages, worksite facilities, sexual harassment etc.
   b) Provision for recording anonymous complaints from workers, citizens etc., regarding violation of Labour codes and the Rules by Vendor.

5.11.4 Guidelines of Sexual Harassment Act 2013

1) The Bidder shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the BNPM, the complaint will be filed before the Internal Complaints Committee constituted by the Bidder and the Bidder shall ensure appropriate action under the said Act in respect to the complaint.
2) Any complaint of sexual harassment from any aggrieved employee of the Bidder against any employee of the BNPM, shall be taken cognizance of by the Complaints Committee constituted by the BNPM.
3) The Bidder shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the vendor, for instance any monetary relief to BNPM employee, if sexual violence by the employee of the Bidder is proved.
4) The Bidder shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
5) The Bidder shall provide a complete and updated list of its employees who are deployed within the BNPM premises.

6. Scope of Supply and Technical Specifications

6.1 The Scope of Supply

1) This contract is for the supply of the Goods of the description, specifications, and drawings, and in the quantities outlined in the contract on the dates specified therein.
2) **Incidental Works/ Services:** The vendor shall be required to perform specified incidental Works/ Services (e.g., Installation, Commissioning, Training, Performance Tests etc.) as an integral part of the Goods in the contract.

6.2 Technical Specifications and Standards

The Goods & incidental Works/ Services to be provided by the vendor under this contract shall conform to the technical specifications and quality control parameters mentioned in Section VII: 'Technical Specification and Scope of Work'. Wherever references are made in the Contract to codes and standards by which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Contract. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser. For standards and requirements where no applicable specifications/ Scope of Work are mentioned, appropriate latest authoritative standards and quality assurance issued by the concerned institution shall be applicable. The Goods supplied shall be:

1) Entirely brand new, unused, and incorporate all recent improvements in design and materials unless prescribed otherwise by the Procuring Entity in the contract.
2) conform to materials, manufacture and workmanship as stipulated in the contract, free of all defects and faults using specified/ appropriate materials, manufacture, and workmanship throughout and consistent with the established and generally accepted standards for Goods of the type ordered and in full conformity with the contract specification, drawing or sample, if any.

6.3 Quantity Tolerance

Unless otherwise stipulated in the contract, the obligation for completing supplies shall be considered complete if the Goods have been supplied to the tolerance of plus or minus 5% of the quantity of the total value of goods ordered in the contract or Rs. 5 Lakhs, whichever is less. Only the supplied quantity shall be paid for as per the terms of the contract. This shall not be applicable to indivisible items or machinery and plant.

6.4 Eligible Goods - Country of Origin and Minimum Local Content

Unless otherwise stipulated in SCC or Contract, the country of origin of 'Goods' and 'incidental Works/ Service' to be supplied under the contract shall have their origin in India or other countries and must conform to the declaration made by the vendor in its bid regarding but not limited to i) restrictions on certain countries with land-borders with India; ii) minimum local content and location of value addition (Make in India Policy); iii) Vendor's status as MSE or Start-up. The term "origin" used in this clause means where the goods (including subcontracted components) are mined, grown, produced, or manufactured or from where the incidental Works/ Services are arranged and supplied. For purposes of this Clause, the term 'Goods' shall have the meaning as defined in CC-clause 1.2.

6.5 Option Quantity Clause:

If invoked explicitly in the SCC/contract, the Procuring Entity shall reserve the right, but without any obligation to do so, to increase or decrease the ordered quantity upto a percentage specified therein (or 25% if not specified) at any time, till the final delivery date of the contract, by giving reasonable notice and commensurate delivery period, even though the quantity ordered initially has been supplied in full before the last date of Delivery Period.

6.6 Spare parts in Supply of Capital Goods/ Machinery and Plant

1) If SCC/ Contract declares it to be the procurement of Capital Goods/ Machinery & Plant, the contractor shall supply/ provide any or all of the following materials, information etc. about spare parts manufactured and/ or supplied by them:
   a) The spare parts as selected by the Procuring Entity to be purchased from the vendor, subject to the condition that such purchase of the spare parts shall not relieve the vendor of any contractual obligation including warranty obligations; and
   b) In case the production of the spare parts is discontinued within the service life of the equipment supplied hereunder (or a period stipulated in the contract):
      i) sufficient advance notice to the Procuring Entity before such discontinuation to provide adequate time for it to purchase the required spare parts etc., and
      ii) immediately following such discontinuation, as and if requested by the Procuring Entity, provide free of cost the designs, drawings, layouts, specifications, and alternative sources of supply of such spare parts.
2) the contractor shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods so that the same is supplied to the Procuring Entity promptly on receipt of the order from the Procuring Entity.

6.7 Warranty/ Guarantee

If so stipulated in the SCC/ Contract, the following warranty/ Guarantee clause shall apply:

1) the contractor hereby covenants that it is a condition of the contract that all Goods supplied to the Procuring Entity under this contract shall be free of all defects and faults arising from design, materials (except when the design adopted and/ or the material used are as per the Procuring Entity's specifications) or workmanship or from any act or omission of the contractor, that may develop under regular use of the supplied Goods under the conditions prevailing in India.
2) Unless otherwise stipulated in the SCC/contract, the contractor also guarantees that the said Goods would continue to conform to the description and quality as aforesaid, for 18 months after their delivery or 12 months from the date of placement in service (e.g., installation and commissioning), whichever shall be sooner.
3) Obligations of the contractor under the warranty clause shall survive even though:
   a) The Goods may have been inspected, accepted, installed/ commissioned and paid for by the Procuring Entity.
   b) The contract is terminated for any reason whatsoever.
4) The Procuring Entity shall promptly notify in writing to the contractor, If during the period above, the said goods/ stores/ articles are discovered not to conform to the description and quality or have deteriorated, otherwise than by fair wear and tear (the decision of the Procuring Entity in that behalf being final and conclusive).
5) Upon receipt of such notice, the contractor shall, within 14 days (or within any other period, if stipulated in the SCC/contract), expeditiously repair or replace the defective Goods or parts thereof, free of cost, at the ultimate destination. The Contractor shall take over the replaced parts/ Goods after providing their replacements, and no claim shall lie on the Procuring Entity for such replaced parts/ Goods after that. However, all types of digital memory devices shall remain the property of the Procuring Entity, indefinitely, without any compensation to the contractor.
6) A penalty of 0.5% (half per cent) of the contract value for the delay in response time beyond specified time as detailed above shall be recoverable from the Performance/ Warrantee Guarantee. The maximum penalty for warranty failure will be 5% (Five percent) of the contract value during the whole warranty period. If there is further such delay after reaching this limit, Procuring Entity shall be entitled to encashment of whole of Performance/ Warrantee Guarantee Bonds. In such an event, action similar to GCC-clause 9.10 for inordinate delays would also be taken.
7) In case of any rectification of a defect or replacement of any defective Goods during the warranty period, the warranty for the rectified/ replaced Goods shall remain till the original warranty period.
8) If the contractor, having been notified, fails to rectify/ replace the defect(s) within 21 days (or within any other period, if stipulated in the SCC/contract), it shall amount to breach of Contract for default under GCC-clause 12.1, and the Procuring Entity shall avail any or all remedial action(s) thereunder.

6.8 Additional Conditions for Rate Contracts

If SCC/ Contracts stipulates explicitly that this is a "Rate Contract" for the supply of the Goods outlined in the Contract during the period therein specified, then the following additional Contract Conditions shall be applicable:

6.8.1 Quantity Contracted-for

1) The Rate Contract is only a standing offer from the Contractor. Subject as hereinafter mentioned, no guarantee is given as to the number or quantity of the Goods which shall be ordered during the period of the rate contract.
2) The Procuring Entity undertakes to place the supply (withdrawal/ off-take) orders for Goods detailed in the Contract at the terms and prices mentioned therein.
3) However, they reserve the right to obtain from any source any Goods referred to in the Contract to meet an emergency or for values less than the threshold specified in the Contract (Rs 1.5 - one and a half - Lakhs, if not specified) if the Procuring Entity is satisfied that the Contractor is not in a position to supply specific quantities of Goods within the period in which these are required.

6.8.2 Applicability of Fall Clause

GCC-clause 10.1.6 shall be expressly applicable to Rate Contracts.

6.8.3 Supply Orders and Deliveries

1) Supply (withdrawal/ offtake) orders for obtaining supplies through the rate contract, incorporating a definite quantity of Goods along with all other required conditions following the rate contract terms, shall be issued by the Procuring Entity or its nominated Direct Demanding Officers (D.D.O.). Such DDOs shall be nominated and authorised during the contract period by the Procuring Entity to place such Supply orders directly on the Contractor.
2) The Contract shall deliver the quantities thus ordered as per the terms and conditions of the Supply Order and the Rate Contract.
3) Procuring Entity 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 shall be affected beyond the validity period of the rate contract, all such supply shall be guided by the terms & conditions of the rate contract.

6.8.4 Right to repeat competitive bidding

1) Procuring Entity reserves the right to undertake repeat competitive bidding through open/ advertised tenders on the same terms & conditions, including specifications during the validity period of existing valid R/Cs.
2) In such cases, the existing R/C holders can bid, apart from the new eligible bidders, and equal and fair opportunity would be provided.
3) If the prices received are found lower than the existing R.C. prices, new R/Cs may be awarded at reduced prices.
4) Existing R/Cs at higher prices may be short-closed, giving adequate notice if they do not match such reduction in prices under the fall clause (GCC-clause 10.1.6).

6.8.5 Short-closing or Renegotiation of the Rate Contract

During the currency of the Rate Contract, the Procuring Entity can short-close the rate contract or renegotiate the price by serving a suitable notice of thirty days.

6.8.6 Renewal of Rate Contracts

In case it is not possible to conclude new rate contracts before the expiry of existing ones, due to some exceptional reasons, the existing rate contracts would be extended with identical terms, conditions etc., for a suitable period, with the consent of the rate contract holders. Rate contacts of the firms, who do not agree to such extension, shall be left out. The period of such extension would generally not be more than three months.

7. Inspection and Quality Assurance

7.1 Tests and inspection

1) The `Technical Specification and Scope of Work' (Section VII) shall specify inspections and tests (including raw materials and/ or stage inspections, if so specified) to be carried out and where and how they are to be conducted. If such inspections and tests are conducted in the premises of the contractor or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the contractor to the Procuring Entity's inspector at no charge to the Procuring Entity.
2) The Procuring Entity and/ or its nominated representative(s) shall, without any extra cost to the Procuring Entity, inspect and/ or test the ordered Goods and the incidental Works/ Services to confirm their conformity to the contract specifications and other quality assurance details incorporated in the contract. As soon as a consignment is getting ready, the contractor shall submit a request for inspection to the Inspecting Officer and the Procuring Entity. The Inspecting Officer shall inform the contractor in writing of its programme for such inspection and the officials' identity to be deputed for this purpose. All administrative expenses towards travelling, boarding and lodging of inspector(s) shall be borne by the Procuring Entity.
3) If so stipulated in the SCC/contract, the contractor shall, before proceeding with bulk manufacture or delivery of the Goods, submit to the Inspecting Officer for inspection samples of the specified raw-material used in the manufacture and/ or the Goods as stipulated in the SCC/contract or by the Inspecting Officer. However, the Contractor shall not be entitled to be shown any consideration or give any extension of time or claim to be exonerated from completing the delivery within the stipulated period only on the ground of delay in the approval of any such sample.
4) Unless otherwise provided for in the contract, if the test proves satisfactory and the stores or any instalment thereof is accepted, the quantity of the stores or materials expended in the test shall be deemed to have been taken delivery of by the Purchaser and be paid for as such.
5) Unless otherwise stipulated, in the contract, all costs of tests and inspections (including any special or third-party tests), whether at the contractor's premises, shall be borne by the contractor. However, in case of stipulation for type testing/ proto-type testing of machinery and plant involving special tests, the contract shall indicate the apportionment of test and expended material costs among the parties.
6) Under no circumstances does the Inspecting officer have the authority to modify the governing specifications, approved drawings, or samples during inspection without the Procuring Entity's approval.

7.2 Consequence of Rejection

Upon the Goods being rejected by the Inspecting Officer or Interim Consignee or Consignee at a place other than the premises of the vendor, the Procuring Entity shall be at liberty to:

1) Demand that such stores shall be removed by the vendor at his cost subject as hereinafter stipulated, within 21 days of the date of intimation of such rejection. Provided that the Inspecting Officer may call upon the vendor to remove dangerous, infected, or perishable stores within 48 hours of the receipt of such communication and the decision of the Inspecting Officer in this regard shall be final in all respects. Provided further that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected stores till the price paid for such stores is refunded by the vendor or dispose-off such rejected Goods as per clause below save that such retention shall not in any circumstances be deemed to be acceptance of the stores or waiver of rejection thereon. The Vendor shall bear all cost of such replacement, including taxes and freight, if any, and replacing Goods without being entitled to any extra payment on that or any other account.
2) All rejected Goods shall, in any event, and circumstances remain and always be at the vendor's risk immediately on such rejection. If the vendor does not remove such Goods within the periods aforementioned, the Procuring entity /inspecting officer, as the case may be as per the place of rejection, may remove the rejected Goods. The Procuring Entity or Inspecting Officer may either return the same to the vendor at his risk and cost by such mode of transport as it may decide or dispose off such Goods at the vendor's risk and on his account and retain such portion of the proceeds from such disposal, as may be necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The Procuring Entity shall, in addition, be entitled to recover from the vendor ground rent/ demurrage charges on the rejected Goods after the expiry of the time-limit mentioned above.
3) Disposal of rejected goods in an aforesaid manner shall not exonerate vendor but still hold him liable to pay to the procuring entity, the dues as may arise as per the terms of contract besides the cost of goods if already paid to the vendor and any inspection charges. The Purchaser can take action as per contract terms if the vendor fails to pay the amount due to him.
4) where under the contract the price payable is fixed F.O.R. dispatching station, the contractor shall, if the Goods are rejected at destination by the consignee, be liable, in addition to his other liabilities, including a refund of price recoverable in respect of the Goods so rejected, to reimburse to the Procuring Entity the freight and all other expenses incurred by it in this regard. The Contractor shall be allowed to take back

rejected Goods only after such refunds are received by the Procuring Entity.

7.3 Inspections at the last moment

1) If the contract stipulates pre-despatch inspection of the ordered Goods at Vendors premises, he shall put up the Goods for inspection well ahead of the delivery period to complete the inspection within that period.
2) In cases where only a portion of the Goods ordered is tendered for inspection at the last moments of the delivery period and also in cases where inspection is not completed in respect of the portion of the Goods tendered for inspection during the delivery period, the inspector shall carry out the inspection and complete the formality beyond the contractual delivery period at the specific written request by and at the risk and expense of the vendor. The fact that the Goods have been inspected after the contractual delivery period shall not amount to keeping the contract alive, and this shall be without any prejudice to the legal rights and remedies available to the Procuring Entity under the terms & conditions of the contract.
3) If the Goods tendered for inspection during or at the last moments of the delivery period are not found acceptable after carrying out the inspection, the Procuring Entity is entitled to cancel the contract in respect of the same at the risk and expense of the vendor. If the Goods tendered for inspection are found acceptable, the Procuring Entity may grant an extension of the delivery period subject to conditions mentioned in GCC-clause 9.11 below.

7.4 Consignee's right of Rejection of Inspected Goods

1) Goods accepted by the Procuring Entity and/ or its inspector at the initial inspection and final inspection in terms of the contract shall in no way dilute the Procuring Entity's right to reject the same later if found deficient concerning 'Technical Specifications and Scope of Work'.
2) Notwithstanding any approval which the Inspecting Officer may have given in respect of the Goods or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the vendor or the Inspecting Officer or under the direction of the Inspecting Officer) and notwithstanding delivery of the Goods where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Procuring Entity, to inspect, test and, if necessary, reject the Goods or any part, portion or consignment thereof, after the Goods' arrival at the final destination within a reasonable time after actual delivery thereof to him at the place of destination stipulated in the SCC/contract, if such Goods or part, portion or consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before despatch or delivery or during transit or otherwise howsoever.

   Note: Regarding materials pre-inspected at the firm's premises during manufacture or before delivery or dispatch, the consignee shall issue rejection advice within 90 days from the date of receipt.

8. Packing, Transportation, Insurance and Receipt

8.1 Packing Specifications and Quality

1) The marking of the Goods must comply with the Goods of the laws relating to merchandise marks for the time being in force in India.
2) The packing for the Goods to be provided by the vendor 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. If necessary, the size, weights, and volumes of the packing cases, the remoteness of the goods' final destination, and availability or otherwise of transport and handling facilities at all points during transit up to the final destination shall also be considered.
3) The quality of packing, the manner of marking within & outside the packages, and accompanying documentation shall strictly comply with the `Technical Specifications and Scope of Work' and in the contract. If the packing requirements are amended due to any amendment to the contract, the vendor shall comply accordingly.
4) Unless otherwise provided in the contract, all containers (including packing cases, boxes, tins, drums, and wrappings) in which the vendor supplies the Goods shall be considered non-returnable and their cost included in the contract price.
5) If the contract provides that the containers shall be returnable, they must be marked 'returnable'. The cost of returnable containers as well as reverse transportation shall be borne by the vendor.
6) If the contract provides that returnable containers shall be separately charged, they shall be invoiced by the contractor at a price stipulated in the SCC/contract. In such cases, the contractor shall give full credit for the invoiced amount if the containers are returned to the contractor. Return of containers shall be made within a reasonable time, and in the event of any dispute or difference arising as to whether the containers were so returned, the decision of the Procuring Entity thereon shall be final and binding. In his discretion, the Procuring Entity may award such compensations as may, in his opinion, be proper for any undue delay in returning the containers.

8.2 Packing instructions

Unless otherwise stipulated in the SCC, `Technical Specifications and Scope of Work', the contractor 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:

1) An iconic graphical mark to visually identify a particular consignment.
2) Name of the Procuring Entity; contract number and date.
3) Brief description of Goods including quantity.
4) The gross weight of the package.
5) Serial number of this package and the total number of packages in the consignment.
6) Packing list reference number.
7) Country of origin of goods.
8) Consignee's name and full address and;
9) Vendor's name and address.

8.3 Transfer of Title of Goods (In case of delivery terms – FOB / CIF)

1) Notwithstanding any inspection and approval by the Inspecting Officer on the vendor's premises, or any payments made to the vendor, property in the Goods (and resultant rights and liabilities) shall not pass on to the Procuring Entity until the Goods have been received, inspected, and accepted by the consignee. The Goods and every constituent part thereof, whether in the possession or control of the vendor, his agents or servants or a carrier, or the joint possession of the vendor, his agents or servants and the Procuring Entity, his agents, or servants, shall remain in every respect at the risk of the vendor, until their actual delivery to a person stipulated in the SCC/contract as the interim consignee for despatch to the consignee. The Vendor shall be responsible for all loss, destruction, damage, or deterioration of or to the Goods from any cause whatsoever while the Goods after approval by the Inspecting Officer are awaiting despatch or delivery or are in the course of transit from the vendor to the consignee or, as the case may be, interim consignee. The Vendor shall alone be entitled and responsible for making claims against any carrier in respect of non-delivery, short delivery, misdelivery, loss, destruction, damage, or deterioration of the Goods entrusted to such carrier by the vendor for transmission to the consignee or the interim consignee as the case may be.
2) Provided that where, under the terms of the contract, the Goods are required to be delivered to an interim consignee for despatch to the consignee, the Goods shall be at the Procuring Entity's risk after their delivery to the interim consignee.

8.4 Transportation

8.4.1 Instructions for transportation of domestic Goods

If no instruction is provided in the contract, the vendor shall arrange transportation of the ordered Goods as per its procedure.

8.4.2 Distribution of Despatch Documents for Clearance/ Receipt of Goods

1) The vendor shall send all the relevant despatch documents well in time to the Procuring Entity to enable it to clear or receive (as the case may be) the Goods in terms of the contract. Unless otherwise stipulated in the contract, the usual documents involved and the drill to be followed in general for this purpose are as follows:
2) **For Domestic Goods** within 24 hours of despatch, the vendor shall notify the Procuring Entity, consignee, and others concerned, if mentioned in the contract, the complete details of despatch and also supply the following documents (as relevant) to them by registered post/ speed post/ courier besides advance intimation by digital means:
   a) The vendor'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/ Road Consignment note;
   e) Manufacturer's guarantee certificate and in-house inspection certificate;
   f) Inspection certificate (or) waiver certificate issued by the Procuring Entity.
   g) Expected date of arrival of goods at destination and
   h) Any other document(s), as and if mentioned explicitly in the contract.

8.5 Freight

The Goods shall be despatched at public tariff rates. In the case of F.O.R. station of despatch contract, the Goods shall be booked by the most economical route or most economical tariff available at the time of despatch as the case may be. Failure to do so shall render the contractor liable for any avoidable expenditure caused to the Procuring Entity. Where alternative routes exist, the Procuring Entity shall, if called upon to do so, indicate the most economical route available or name the authority whose advice in the matter shall be taken and acted upon. If any advice of any such authority is sought, his decision or advice in the matter shall be final and binding on the contractor,

8.6 Insurance

Unless otherwise instructed in the contract, the vendor shall arrange for insuring the Goods against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the following manner:

1) In case of domestic goods supply on FOR destination basis/import goods supply on DPU basis, the vendor shall be responsible until the entire Goods contracted arrive in good condition at destination. The vendor shall cover the transit risk in this respect by getting the Goods duly insured at its own cost. The vendor shall obtain the insurance cover in its name and not in the name of the Procuring Entity or its Consignee.
2) In FOB offers for the import of Goods, the insurance shall be arranged by the Procuring Entity. However, the vendor must give sufficient notice to the Procuring Entity before the date of shipment so that the Insurance Cover for the shipment can be activated. The Vendor must co-ordinate to ensure that the Shipment sails only with Insurance cover in place.
3) In case of import of goods, even when the Procuring Entity pays the insurance, it shall entirely be the vendor's responsibility to make good loss/ damage without waiting for settlement of insurance claim so that equipment is commissioned within the time stipulated in the contract. After the insurance claim settlement, reimbursement shall be made by the Procuring Entity to the vendor.

8.7 Receipt of consignment

8.7.1 Preliminary Acknowledgement

At the time of the delivery at the destination, the consignee shall receive the Goods on a "subject to inspection and acceptance in terms of contract" basis and shall issue the preliminary receipt to acknowledge having received the claimed quantity (not the quality) of consignment.

8.7.2 Goods Receipt and Inspection Report

If the **received** consignment successfully passes the quantity and quality checks, procuring Entity shall issue a Goods Receipt and Inspection Report (GRIR, or a similar voucher by any other name). The contractor may claim payment based on this document inter-alia other specified documents.

8.7.3 Rejection of Consignment by the Consignee

If the received consignment or part thereof fails to pass quantity and quality checks, the Procuring Entity shall issue a Rejection Note, noting the reasons for rejection. The Paying Authority shall recover any part payment or freight charges paid for the rejected consignment. The Contractor shall take back the rejected consignment as per GCC clause 7.2 above within 21 days unless otherwise stipulated in the contract.

8.7.4 Short Receipt Certificate

If the quantity received is less than claimed/ invoiced, GRIR/Rejection Note shall be issued only for the received quantity. In such cases, a short receipt certificate shall also be issued by the consignee.

8.7.5 Perishable Goods

For Goods with a limited shelf life, the contractor shall ensure that at least 75% (or any other percentage stipulated in the SCC/contract) of shelf life remains a balance on delivery date. The Procuring Entity reserves its rights to reject expired or products with less than such specified shelf life.

9. Terms of Delivery and delays

9.1 Effective Date of Contract

The effective date of the contract shall be the date of Letter of Award (LOA) by the Procuring Entity. The dates of deliveries shall be counted from effective date. No notice to commence the contract shall be issued separately.

9.2 Time is the essence of the contract

The time for and the date for delivering the Goods stipulated in the contract or as extended shall be deemed to be of the essence of the contract. Delivery must be completed not later than the date(s) so specified or extended.

9.3 Destination Places

The destination(s) where the Goods are to be delivered shall be as stipulated in the contract or Section VI – Schedule of Requirements.

9.4 Terms of Delivery

1) Terms of delivery (e.g., FOR destination/ CIF/ DPU etc.) shall determine the point at which the responsibilities and property in goods passes over from the vendor to the Procuring Entity. These terms also determine the time of delivery.
2) the vendor shall either deliver free or FOR or CIF at the place/ places or otherwise as detailed in the contract, the quantities of the Goods detailed therein, and the Goods shall be delivered or despatched not later than the dates stipulated in the contract. The delivery shall not be complete unless the Goods are inspected and accepted by the Consignee as provided in the contract. No Goods shall be deliverable to the consignee on Sundays and public holidays or outside designated working hours without the written permission of the consignee.
3) the vendor shall not despatch the Goods after the expiry of the delivery period. The Vendor must apply to the Procuring Entity to extend the delivery period and obtain the same before despatch. If the vendor 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 the Procuring Entity.

9.5 Part Supplies

The Contractor shall not arrange part-shipments and/ or transhipment if not stipulated in the contract without the express/ prior written consent of the Procuring Entity.

9.6 **Progressing of Deliveries**

The Contractor shall allow reasonable facilities and free access to his Works/ records to the Inspecting Officer or such other Officer as may be nominated by the Procuring Entity to ascertain the progress of the deliveries under the contract. The Contractor shall, from time-to-time, render such reports concerning the progress of the contract and/ or supply of the Goods in such form as may be required by the Procuring Entity. The submission, receipt and acceptance of such reports shall not prejudice the rights of the Procuring Entity under the contract, nor shall operate as an estoppel against the Procuring Entity merely because he has not taken notice of/ or subjected to test any information contained in such report.

9.7 Notification of Delivery

Notification of delivery or despatch regarding every instalment shall be made to the Procuring Entity immediately on despatch or delivery. The Vendor shall further supply to the BNPM packing list of the consignment and the contract references. All packages, containers, bundles, and loose materials part of every instalment shall be fully described in the packing list, and complete details of the contents of the packages and quantity of materials shall be given to enable the BNPM to check the Goods on arrival at destination. The Consignment Note or Bill of Lading/Air-way bill shall be forwarded to the BNPM by registered post/ Courier/ by hand/ electronic mode immediately on the despatch of Goods. The Vendor shall bear and reimburse the Procuring Entity demurrage/ wharfage or other charges, if any, paid because of delay on the vendor's part in forwarding the Consignment Note or Bill of Lading/Air-way bill, as applicable.

9.8 Dispatches at the last moment or after the expiry of the delivery

1) If the **vendor** locally supplies a consignment after the expiry of the contracted delivery date, BNPM may either refuse to receive it or receive it without prejudice to the rights of the Procuring Entity under the terms and conditions of the contract. Such consignments shall lie at the risk and responsibility of the vendor. Such a receipt by the consignee shall not acquiesce or condone the late delivery and shall not intend or amount to an extension of the delivery period or keeping the contract alive. The Vendor must obtain an extension of the delivery date/period from the Procuring Entity.
2) As regards supplies coming from outside, if the vendor dispatches the Goods after the expiry of the delivery period, it shall be at his own risk and responsibility, and that the consignee is not liable for any demurrage, wharfage, and deterioration of Goods at the destination station and, in his interest, the vendor shall get an extension of the delivery period from the contracting Entities.
3) In the case of imports, the vendor must not dispatch the consignment after the expiry of the delivery period without taking a prior extension of the delivery period. Otherwise, payment against the LC shall be denied. If dispatched, it shall be at the risk and responsibility of the vendor and procuring entity shall not take any responsibility for such consignments.

9.9 Delay in the vendor's performance

If the vendor fails to deliver the Goods or any instalment thereof or delays incidental Work/ Services (e.g. installation, commissioning, operator training etc.) within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period, the Procuring Entity may without prejudice to his other rights:

1) recover from the vendor liquidated damages as per clause 9.12 below, or
2) treat the delay as a breach of contract as per clause 12.1 below and avail all the remedies therein.

9.10 Inordinate Delays

Inexcusable delays of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be noted as poor performance and be held against the vendor in future tenders. A show-cause notice shall be issued to the vendor before declaring it a poor performance. Such delays may be considered as a breach of the contract at the option of the Procuring Entity.

9.11 Extension of Delivery Period:

1) If at any time during the currency of the contract, the vendor encounters conditions hindering timely delivery of the Goods and performance of incidental Works/ Services, he shall promptly inform the Procuring Entity in writing about the same and its likely duration. He must make a request to the Procuring Entity for an extension of the delivery schedule. On receiving the vendor's communication, the Procuring Entity shall examine the situation and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract.
2) **Conditions for Extension of Delivery Period:** When the period of delivery is extended due to unexcused delay by the vendor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions:
   a) **Liquidated Damages:** The Procuring Entity shall recover from the vendor, under the provisions of this clause, liquidated damages on the Goods and incidental Works/ Services, which the vendor has failed to deliver within the delivery period stipulated in the contract.
   b) **Denial Clause:**
      i) No increases in price on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the Goods and incidental Works/ Services stipulated in the said contract which takes place after the original delivery date, shall be admissible on such of the said Goods, as are delivered after the said date; and
      ii) Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date.
      iii) Nevertheless, the Procuring Entity shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.

9.12 Liquidated damages (Subject to GCC clause 9.11)

1) Subject to GCC clause 9.11, if the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services (e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, the Procuring Entity shall, without prejudice to other rights and remedies available to the Procuring Entity under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the ½% percent (or any other percentage if prescribed in the contract) of the delivered price (including elements of GST & freight) of the delayed Goods and/ or incidental Works/ 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 contract) of the delayed Goods' or incidental Works/ Services' contract price(s). Besides liquidated damages during such a delay, the denial clause as per GCC-clause 9.11-2(b) shall also apply.
2) Any failure or delay by any sub-contractor, though their employment may have been sanctioned under GCC-clause 5.5 above, shall not be admitted as a ground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

9.13 Force Majeure

1) On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services 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 affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Procuring Entity in writing, the vendor shall continue to perform its obligations under the contract as far as reasonably practicable 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 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 before such termination.

2) Notwithstanding the remedial provisions contained in CC-clause 9.12 or 12.1, none of the Party shall seek any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

10. Prices and Payments

10.1 Prices

10.1.1 Charged Prices

Prices to be charged by the vendor for the supply of Goods and provision of incidental Works/ Services in terms of the contract shall not vary from the corresponding prices quoted by the vendor in its bid or during negotiations, if any, and incorporated in the contract except for any price adjustment authorized in the contract.

10.1.2 Price Components and Incidental Works/ Services

The Procuring Entity shall not pay for consignment of incomplete components unless the full useable Scope of Goods (as per the contract/ Schedule of Requirements) has been received. Deficiencies in incidental Works/ Services shall also amount to incomplete delivery. Spares would not be paid for unless the primary Goods are received.

10.1.3 Firm Prices

Unless otherwise stipulated in the contract, Prices shall be fixed and firm. If a Price Variation Clause, an Exchange Rate Variation Clause, or any other variation clause is included, such up and down variations shall also be payable as per clause 10.3.3 below.

10.1.4 Fall Clause:

This clause shall be applicable only if explicitly invoked in SCC. Nevertheless, Fall Clause shall be expressly applicable in case of Rate Contract (Refer SCC-clause 6.8):

1) The price charged for the Goods supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the Goods or offers to sell Goods of identical description, to any persons/ organisations including the Procuring Entity or any Department or Undertaking of the Central Government, as the case may be during the currency of the contract. Contractor shall forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price payable under the contract for the Goods supplied after the date of coming into force or such reduction or sale or offer of sale shall stand correspondingly reduced.
2) The above stipulation shall, however, not apply to:
   a) Exports by the contractor
   b) Sale of Goods as original equipment at prices lower than the prices charged for normal replacement
   c) Sale of perishable Goods having a limited shelf life, such as drugs that have expiry dates
3) the contractor shall furnish the following certificate to the concerned Accounts Officer with each bill for payment of supplies made against the contract.

   *We certify that there has been no reduction in the sale price of the Goods of description identical to the Goods supplied to the Procuring Entity under the contract herein, and such Goods have not been offered/ sold by me/ us to any person/ organisation including any Ministry/ Department/ Attached and Subordinate Office/ Public Sector Undertaking of Central or State Government(s) as the case may be upto the date of bill/ the date of completion of Contract at a price lower than the price charged under this contract except for the quantity of Goods categories under (a), (b) and (c) of sub-clause (2) above, details of which are as follows:-"

10.2 Taxes and Duties

1) the vendor shall be entirely responsible for all taxes, duties, fees, levies etc., incurred until delivery of the Goods to the Procuring Entity. Further instruction, if any, shall be as provided in the contract.
2) If applicable under relevant tax laws and rules, the Procuring Entity shall deduct from all payments and deposit required taxes to respective authorities on account of GST Reverse Charge Mechanism; Tax Deducted at Source (TDS) relating to Income Tax, labour cess, royalty etc.
3) **Payment of GST Tax under the contract:**
   a) The payment of GST to the vendor shall be made only on the latter submitting a GST compliant Bill/ invoice indicating the appropriate HSN code and applicable GST rate thereon duly supported with documentary evidence as per the provision of relevant GST Act and the Rules made there under. The delivery shall be shown being made in the name, location/ state, and GSTIN of the consignee only; the location of the procurement office of the procuring entity has no bearing on the invoicing.
   b) The supply of Goods or services or both, if imported into India, shall be considered as supply under inter-state commerce/ trade and shall attract integrated tax (IGST). The IGST rate shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty and Social Welfare Surcharge applicable thereon'.
   c) While claiming reimbursement of duties, taxes etc. (like GST) from the Procuring Entity, as and if permitted under the contract, the vendor 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 vendor) shall refund to the Procuring Entity, the Procuring Entity's share out of such refund received by the vendor. The Vendor shall also refund the appropriate amount to the Procuring Entity immediately on receiving the same from the concerned authorities.
   d) All necessary adjustment vouchers such as Credit Notes/ Debit Notes for any short/ excess supplies or revision in prices or any other reason under the contract shall be submitted to the Procuring Entity in compliance with GST provisions.
   e) In case of Price Variation or Exchange Rate variation, or any other variation is applicable, GST shall be applicable on the nett invoice value after the variation is taken into account.
   f) GST shall be paid as per the rate at which it is liable to be assessed or has been assessed provided the transaction of the sale is legally liable to such taxes and is payable as per the terms of the contract subject to the following conditions:
      i) The Procuring Entity shall not pay a higher GST rate if leviable due to any misclassification of HSN number or incorrect GST rate incorporated in the contract due to vendor's fault. Wherever the vendor invoices the Goods at GST rate or HSN number, which is different from that incorporated in the contract, payment shall be made as per GST rate, which is lower of the GST rates incorporated in the contract or billed.
      ii) However, the Procuring Entity shall not be responsible for the vendor's tax payment or duty under a misapprehension of the law.
      iii) Bidder is informed that he shall be required to adjust his basic price to the extent required by a higher tax rate billed as per invoice to match the all-inclusive price mentioned in the contract.
      iv) In case of profiteering by the vendor relating to GST tax, the Procuring Entity shall treat it as a violation of the Code of Integrity in the contract and avail any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act.
      v) The vendor should issue Receipt vouchers immediately on receipt of all types of payments along with tax invoices after adjusting advance payments, if any, as per Contractual terms and GST Provisions.
4) **Statutory Variation Clause:** Statutory increase in applicable GST rate only during the original delivery period shall be to Procuring Entity's account. Any increase in the rates of GST beyond the original completion date during the extended

delivery period shall be borne by the vendor. The benefit of any reduction in GST rate must be passed on to the Procuring Entity during the original and extended delivery period. However, GST rate amendments shall be considered for quoted HSN code only, against documentary evidence, provided such an increase of GST rates after the last date of bid submission.

5) **Duties/ Taxes on Raw Materials:** The Procuring Entity is not liable for any claim from the contractor on account of fresh imposition and/ or increase (including statutory increase) of GST, customs duty, or other duties 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 expressly agreed to in terms of the contract.
6) **Customs Duty:** Bidder shall specify the rate and the total amount of customs duty payable regarding imported goods. Bidder shall also indicate the corresponding Indian Tariff Classification (ITC-HS) applicable for the Goods in question.

10.3 Terms and Mode of Payment

10.1.5 For Domestic Goods:

1) The payments shall be made through EFT only. The Contractor shall give his consent in a mandate form for receipt of payment through NEFT. In case of non-payment through EFT, or where the EFT facility is not available, payment may be released through cheque.
2) Unless otherwise stipulated in the contract, the usual payment term is:
   a) In case of CIF destination/ delivery at site/ FOR destination, payment term shall -100% on receipt and acceptance of Goods by the consignee within 30 days and on the production of all required documents by the contractor.
   b) In case of FOR dispatching Station, the %age of payment as stipulated in the contract shall be paid on proof of despatch and other related documents and balance on receipt at site and acceptance by the consignee.
3) Unless otherwise stipulated in the contract, where Goods to be supplied are pre inspected at Contractor's premises by the Procuring Entity's Inspecting agency, the payment terms shall be as under:
   a) 95% payments for each consignment of the Goods shall be made to the contractor against proof of inspection and proof of delivery in good condition at the consignee's end. Signed Receipted Challan from consignee shall be taken as the proof of delivery but shall not construe final acceptance by the consignee.
   b) The balance 5% payment shall be made after receiving and accepting the material by the consignee at his end against GRIR.
4) Unless otherwise stipulated in the contract, where Goods to be supplied also need installation and commissioning by the contractor, the payment terms shall be as under:
   a) For a contract with terms of delivery as FOR dispatching station
      i) 60% on proof of despatch along with other specified documents
      ii) 30% on receipt of the Goods at the site by the consignee and balance
      iii) 10% on successful installation and commissioning and acceptance by the user department.
   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 the production of all required documents by the contractor
      ii) 10% on successful installation and commissioning and acceptance by the consignee.

10.1.6 General Payment condition for payment

1) In Domestic Contracts, payments shall only be made in Indian Rupees. Payment to foreign bidders shall be made in the currency/ currencies authorized in the contract.
2) the vendor shall send its claim for payment in writing as per GST compliant Invoice and documents, when contractually due, along with relevant documents etc., as stipulated in Contract and a manner as also specified therein.
3) While claiming payment, the vendor 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 vendor for claiming that payment has been fulfilled as required under the contract.
4) Vendor is to furnish while claiming payment are:
   a) Original Invoice (GST Compliant format).
   b) Certificate of pre-despatch inspection/waiver certificate by the Procuring Entity, if applicable.
   c) Manufacturer's test certificate, if applicable.
   d) Certificate of Insurance, if applicable.
   e) Clean on Bill of lading/ Airway bill/ Rail receipt or any other dispatch document, in case of payment against dispatch documents.
   f) Consignee's Certificate confirming receipt and acceptance of Goods, in case of payment after receipt and acceptance.
   g) Any other document specified.

10.1.7 Advance/ mobilization Payment not allowed:

Payments for supplies made or incidental works/ services rendered shall be released after supplies have been made and only after such incidental works/ services have also been rendered. If expressly provided for in the contract, partial payments against dispatch documents shall not be considered an advance payment for this clause.

10.1.8 Payment Against Time-Barred Claims

All claims against the Procuring Entity shall be legally time-barred after three years calculated from the date when the payment falls due unless the payment claim has been under correspondence. The Procuring Entity is entitled to, and it shall be lawful for it to reject such claims.

10.1.9 Commissions and Fees

The Vendor shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of this Contract. The information disclosed must include the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee in a format similar to Form 1.3 of the Tender Document.

11. Resolution of disputes

11.1 If dispute or difference of any kind shall arise between BNPM and the vendor 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, either BNPM or the vendor may seek recourse to settlement of disputes through arbitration as per The Arbitration and conciliation Act 1996 as per following clause.

11.2 **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 subsequent amendments 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 Mysuru and it shall be conducted in English language.

11.3 Before resorting to arbitration, the parties may opt for mutual discussion or mediation (as per Mediation Act, 2023) for the resolution of disputes.

12. Defaults, Breaches, Termination, and closure of Contract

12.1 Termination due to Breach, Default, and Insolvency

12.1.1 Defaults and Breach of Contract

In case the vendor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

1) **Default in Performance and Obligations:** if the vendor fails to deliver any or all of the Goods or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity.
2) **Insolvency:** If the vendor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
3) **Liquidation**: if the vendor is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager

12.1.2 Notice for Default:

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the vendor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the vendor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

12.1.3 Terminations for Default

1) **Notice for Termination for Default:** In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the Procuring Entity, if so decided, shall by written Notice of Termination for Default sent to the vendor, terminate the contract in whole or in part, without compensation to the vendor.
2) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to the Procuring Entity after that.
3) the vendor shall continue to perform the contract to the extent not terminated.
4) All warranty obligations, if any, shall continue to survive despite the termination.

12.1.4 Contractual Remedies for Breaches/Defaults or Termination for Default

If there is an unsatisfactory resolution within this period, the Procuring Entity shall take one; or more of the following contractual remedies.

1) Temporary withhold payments due to the vendor till recoveries due to invocation of other contractual remedies are complete.
2) Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing Marginal Cost-based Lending Rates (MCLR) of State Bank of India as on the date of recovery.
3) Recover liquidated damages and invoke denial clause for delays.
4) Encash and/ or Forfeit performance or other contractual securities.
5) Prefer claims against insurances, if any.
6) Terminate contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.
7) **Risk and Cost Procurement:** In addition to termination for default, the Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Goods similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the vendor. The Vendor shall be liable for any loss which the Procuring Entity may sustain on that account. The Vendor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of the Procuring Entity.
8) Initiate proceedings in a court of law for the transgression of the law, tort, and loss, not addressable by the above means.

12.1.5 Limitation of Liability

Except in cases of criminal negligence or willful misconduct, the aggregate liability of the vendor to the Procuring Entity, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the vendor to indemnify the Procuring Entity concerning IPR infringement.

12.1.6 Escrow Arrangement

1) The Supplier shall deposit with a third party escrow agent mutually agreed to by the parties, a copy of Software and its source code and object code for safe keeping with instructions for it to be released forthwith to BNPM, in the event the Supplier fails to make the source code/object code accessible to BNPM whenever required and/or in the event the Supplier is likely to go into liquidation or goes into liquidation.
2) In the event, the Supplier apprehends that, it is likely to go into liquidation whether on account of liquidation proceedings commenced by a third party or in the event it anticipates filing for bankruptcy, then the Supplier shall inform BNPM in advance and engage with it to determine the sale and possession of BNPM's software and its source code. In the event Supplier fails to do so, the third-party escrow agent shall be instructed under the Escrow Agreement to release the Software and its source code to BNPM as noted above.
3) For the purpose of this Clause, the term 'Software' shall collectively mean, the full and final version of the Software to be delivered to BNPM in source code and object code forms, together with any and all improvements, corrections, modifications, updates, enhancements or other changes, whether or not included in the full and final version including all System Documentation and User Documentation.
4) The term 'System Documentation' shall mean any and all documentation used in the development and updating of the Software, including but not limited to, customer requirements and specifications design or development specifications, test and error reports, and related correspondence and memoranda. And the term 'User Documentation' shall mean the end-user instruction manual that usually accompanies the Software instructing end users in the use of the Software in both printed and electronic form.

12.2 Termination for Default/ Convenience of Procuring Entity and Frustration

12.2.1 Notice for Termination of Contract

1) The Procuring Entity reserves the right to terminate the contract, in whole or in part for its (the Procuring Entity's) convenience or frustration of contract as per sub-clause below, by serving written 'Notice for Termination of Contract' on the vendor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Procuring Entity or the frustration of the contract. The notice shall also indicate inter-alia, the extent to which the vendor's performance under the contract is terminated, and the date with effect from which such termination shall become effective.
2) Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.
3) Unless otherwise instructed by the Procuring Entity, the vendor shall continue to perform the contract to the extent not terminated.
4) All warranty obligations, if any, shall continue to survive despite the termination.
5) The Goods and incidental Works/ Services that are complete and ready in terms of the contract for delivery and performance within thirty days after the vendor's receipt of the notice of termination shall be accepted by the Procuring Entity as per the contract terms. For the remaining Goods and incidental Works/ Services, the Procuring Entity 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 incidental Works/ Services and compensate the vendor by paying an agreed amount for the cost incurred by the vendor, if any, towards the remaining portion of the Goods and incidental Works/ Services.

12.2.2 Frustration of Contract

1) **Notice of Frustration Event:** Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party whether as a result of the Force Majeure clause or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the contract, as may be necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, the Procuring Entity shall issue a 'Notice for Determining the contract' and terminate the contract due to its frustration as in the sub-clause above.
2) However, the following shall not be considered as such a supervening cause.
   a) Lack of commercial feasibility or viability or profitability or availability of funds.
   b) if caused by either party's breach of its obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

12.3 Closure of Contract and Release of Contract Securities

12.3.1 Closure of Contract

The contract shall stand closed upon,

1) successful performance of all obligations by both parties, including completion of warrantee obligations and final payment.
2) termination and settlements after that, if any, as per CC-clause 12.1 or 12.2 above.

12.3.2 No Claim Certificate and Release of Contract Securities

After mutual reconciliations of outstanding payments and assets on either side, the vendor shall submit a 'No-claim certificate' to the Procuring Entity requesting the release of its contractual securities, if any. The Procuring Entity shall release the contractual securities without any interest if no outstanding obligation, asset, or payments are due from the vendor. The vendor shall not be entitled to make any claim whatsoever against the Procuring Entity under or arising out of this Contract, nor shall the Procuring Entity entertain or consider any such claim, if made by the vendor, after he shall have signed a "No Claim" Certificate in favour of the Procuring Entity. The Vendor shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

13. Code of Integrity in Public Procurement; Misdemeanours and Penalties

13.1 Code of Integrity

Procuring authorities as well as bidders, suppliers, vendors, and consultants – should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

1) "Corrupt practice" - making offer, solicitation or acceptance of a bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the Tender Process or to otherwise influence the Tender Process;
2) "Fraudulent practice" - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a tender process or to secure a contract or in the execution of the contract;
3) "Anti-competitive practice" - any collusion, bid-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness, and the progress of the Tender Process or to establish bid prices at artificial, non-competitive levels;
4) "Coercive practice" - harming or threatening to harm persons or their property to influence their participation in the Tender Process or affect the execution of a contract;
5) "Conflict of interest" – Participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have a relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the Tender Process or for personal gain;
6) "Obstructive practice" - materially impede procuring entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity's rights of audit or access to information;

13.2 Obligations for Proactive Disclosures:

1) Procuring authorities, bidders, suppliers, vendors, and consultants are obliged under this Code of Integrity to *suo-moto* proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any Tender Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.
2) Any bidder must declare, whether asked or not in a bid-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or by the Ministry/ Department of the Procuring Organisation from participation in Tender Processes. Failure to do so shall amount to a violation of this code of integrity.

13.3 Misdemeanours and Penalties

The following shall be considered misdemeanours - if a bidder/ vendor either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

1) commits any of the following misdemeanours:
   a) violates the code of Integrity mentioned in CC-clause 13.1 or the Integrity Pact included in the Tender/ Contract;
   b) any other misdemeanour, e.g., supply of sub-standard quality of material/ services/ work or non-performance or abandonment of contract or failure to abide by 'Bid Securing Declaration'.
2) commits any of the following misdemeanours:
   a) has been convicted of an offence:
   b) under the Prevention of Corruption Act, 1988; or
   c) the Bharatiya Nyaya Sanhita (BNS), 2023 or any other law for the time being in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.
   d) is determined by the Government of India to have doubtful loyalty to the country or national security consideration.
   e) Employs a government servant, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt government servants or employs a government officer within one year of his retirement, who has had business dealings with him in an official capacity before retirement.

13.4 Penalties for Misdemeanours

Without prejudice to and in addition to the rights of the Procuring Entity to other remedies as per the Tender-documents or the contract, If the Procuring Entity concludes that a (prospective) bidder/ vendor directly or through an agent has committed a misdemeanour in competing for the tender or in executing a contract, the Procuring Entity shall be entitled, and it shall be lawful on his part to take appropriate measures, including the following:

13.4.1 if his bids are under consideration in any procurement

1) Enforcement of Bid Securing Declaration/forfeiture or encashment of Bid Security.
2) calling off of any pre-contract negotiations, and;
3) rejection and exclusion of Bidder from the Tender Process.

13.4.2 if a contract has already been awarded

4) Termination of Contract for Default and availing all remedies prescribed thereunder;
5) Encashment and/ or Forfeiture of performance security relating to the procurement;
6) Recovery of payments including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate of Marginal Cost-based Lending Rates (MCLR) of State Bank of India as on the date of recovery.

13.4.3 Remedies in addition to the above:

In addition to the above penalties, the Procuring Entity shall be entitled, and it shall be lawful on his part to:

1) File information against Bidder or any of its successors, with the Competition Commission of India for further processing, in case of anti-competitive practices;
2) Initiate proceedings in a court of law against Bidder or any of its successors, under the Prevention of Corruption Act, 1988 or the Bharatiya Nyaya Sanhita (BNS) or any other law for transgression not addressable by other remedies listed in this subclause.
3) Remove Bidder or any of its successors from the list of registered suppliers for a period not exceeding two years. Suppliers removed from the list of registered vendors or their related entities may be allowed to apply afresh for registration after the expiry of the period of removal.
4) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

   Debar, a bidder/ vendor from participation in future procurements without prejudice to Procuring Entity's legal rights and remedies. Debarment shall automatically extend to all the allied firms of the debarred firm.

SECTION V: SPECIAL CONDITIONS OF CONTRACT (SCC)

Tender No.: BNPM/OTE/135/2026-27 DATED 14.07.2026
Tender Title: Supply of Polymer and Coagulant for Paper Machine at BNPM Plant, Mysuru

Note for Bidders: Following Special Conditions of Contract (SCC) shall apply for this procurement. These Special Conditions shall modify/ substitute/ supplement the corresponding (GCC) clauses as indicated below. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

Sl No.	GCC Clause No.	Topic	Modified/ replaced by SCC Provisions
1.	**6.5**	Option Quantity Clause	BNPM reserve the right to increase/decrease 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.
2.	**10.3**	Terms and Mode of Payment	100% (hundred percent) payment shall be released within 30 days on receipt and acceptance of Goods by the consignee and on production of all required documents by the supplier.

SECTION VI: SCHEDULE OF REQUIREMENTS

Note for Bidders: Regarding this Schedule, Bidders must fill Form 2: 'Schedule of Requirements - Confirmation/ Deviation' with their technical bid.

Schedule	Description of Goods	Quantity	Units of Quantity
1	Polymer PMC	18,000.00	Kgs
2	Coagulant PMC	48,000.00	Kgs

1. **Period of Contract:** The Contract for a period of 12 months from the date of issuance of PO.

2. **Required Delivery Schedule**: Successful bidder shall start the delivery of material within 30 days from the date of PO as per delivery schedule promulgated by BNPM. Monthly/Quarterly delivery schedule shall be issued to successful bidder.

3. **Required Terms of Delivery:** F.O.R (Freight on Road) Basis, BNPMIPL, Mysuru inclusive of P&F, Freight, Transit Insurance and any other charges to deliver at Engineering Stores, BNPM, Mysuru (unloading in BNPM scope).

4. **Place of Delivery:**
   Engineering Stores
   Bank Note Paper Mill India Private Limited
   Paper Mill Compound
   Note Mudran Nagar,
   Mysuru – 570 003
   Karnataka.

SECTION VII – TECHNICAL SPECIFICATIONS & SCOPE OF WORK

A. TECHNICAL SPECIFICATION FOR SUPPLY OF POLYMER PMC:

SI No.	PARAMETERS	UNIT	SPECIFICATION
1	Appearance	Visual	Opaque. Off-white-emulsion
2	Ionic Charge	-	Anionic
3	Miscibility in water	-	Miscible
4	pH	-	3 to 9
5	Brookfield Viscosity	cp	400 to 1500
6	NVS	%	> 32

Note : Above parameters shall be checked by BNPM laboratory

SI No.	PARAMETERS	Unit	SPECIFICATION
1	Chemical Type	-	Homo-polymer of Acrylamide / Polymer
2	Charge Density	-	Medium
3	Specific gravity	-	> 1.03
4	Application	-	It will be used in Approach flow (Fibre Recovery System)

Note: Bidder must submit the certification confirming above parameters with all consignments / lots supplied to BNPM in future supplies. Scope of work and additional requirements & other terms & conditions remain the same.

B. TECHNICAL SPECIFICATION FOR SUPPLY OF COAGULANT PMC:

Sl No.	PARAMETERS	Unit	SPECIFICATION
1	Appearance	Visual	A viscous Liquid
2	Ionic Charge	-	Cationic
3	pH	-	2 to 8
4	% NVS	%	> 35
5	Brookfield Viscosity	cp	50 to 500

Note : Above parameters shall be checked by BNPM laboratory

Sl No.	PARAMETERS	UNIT	SPECIFICATION
1	Chemical Type	-	Modified Polyamine
2	Specific gravity	-	> 1.05
3	Molecular Weight	-	A Low Molecular Weight Product
	Application	-	It will be used in Approach flow (Fibre Recovery System)

Note: Bidder must submit the certification confirming above parameters with all consignments / lots supplied to BNPM in future supplies. Scope of work and additional requirements & other terms & conditions remain the same.

1. Packing and Marking:

The chemicals should be supplied in returnable 1000-liter IBC (Intermediate Bulk Container) having discharge valve (DN50) at bottom of vertical side.

The IBC shall bear legibly and indelibly the following information: a) Name and grade of the material; b) Name of the manufacturer and his recognized trade-mark, if any; c) Mass of the material in kg; d) Month and year of packing; e) Batch number and f) Shelf Life

2. PAPER MACHINE

i. Quality parameters:

Bank Note Paper Mill producing bank note paper having two paper machines having capacity each 25 Tons per day, 90 GSM, Speed @ 90-110 mpm. Delta purge capacity (litre/min) = 2000 – 2600 each (Total Two Numbers).

Inlet (PPM) = 200 – 400.
Outlet (PPM) = 15 – 25.

ii. Chemical quality and type suitable for BNPM to be decided by Bidder to achieve the desired results.

SECTION VIII – QUALIFICATION CRITERIA

(Ref ITB-clause 1.4)
Note for Bidders: Regarding this Schedule, Bidders shall submit **Form 4: 'Qualification Criteria - Compliance'** with their technical bid.

Category	Qualification Criteria	Documents required in support of qualification criteria
General	Bidder's should be manufacturer or principal of authorised representative or authorized dealer/distributor of tendered item.	Authorized dealer/distributor certificate/ Manufacturer's Authorization Form to be submitted as per Format 3.
Experience	The bidder *(manufacturer or principal of authorised representative or authorized dealer/distributor of manufacturer– hereinafter referred simply as '**The Bidder'**)* should have regularly for at least the last ***03 (three)*** years, ending 31.03.2026 manufactured and supplied Polymer or Coagulant or combination of both tender items (hereinafter called '**The Product'**), and	The bidder shall submit copy of signed: i. Three years Purchase order / Work order / Agreement / Contract for ***The* Product'**
Past Performance	The bidder should have supplied minimum 26,400.00 kgs (*hereinafter referred to as **'The Qualifying Quantity')*** of Polymer or Coagulant or combination of both tender items to any to any industries in any one year of last five years period ending 31.03.2026.	The bidder shall submit copy of signed: i. Purchase order / Work order / Agreement / Contract for ***The Qualifying Quantity.*** ii. Proof of delivery for ***The Qualifying Quantity*** (i.e. Invoice/LR/CRAC/E-way bill/GSTR etc.). (BNPM reserves the right to seek additional documents related to the documents submitted against eligibility criteria).
Experience criteria For Start-up bidders	The bidder *(manufacturer– hereinafter referred simply as '**The Bidder'**)* should have regularly for at least the last ***01 (One)*** years, ending 31.03.2026 manufactured and supplied Polymer or Coagulant or combination of both tender items (hereinafter called '**The Product'**), and	The bidder shall submit copy of signed: one year Purchase order / Work order / Agreement / Contract for ***The* Product'** Note: The condition of prior experience shall be relaxed for *Start-ups* having capability to execute the supply as per the quality & technical specifications specified in the tender. The start-ups should be recognized by DPIIT and certificate of recognition issued by DPIIT clearly stating the "sector" & "industry" corresponding to item in the tender should be submitted along

		with the bid. In case of unavailability of corresponding sector / industry in the certificate, bidder should submit documents approved/ accepted by DPIIT substantiating relevance to the item in the tender.
Financial Standing	a. Average annual turnover[Ref Note (i)] of the bidder during last three years ending on 31.03.2025 should be more than Rs.37.73 Lakh (Rupees Thirty-Seven Lakh Seventy-Three Thousand Only). b. **For Start-up bidders**: Turnover criteria is relaxed for Start-ups recognized by DPIIT. Such start-ups are required to have an average annual turnover of at least Rs.28.30 Lakh (Rupees Twenty-Eight Lakh Thirty Thousand Only) during last three financial year's period ending 31.03.2025. c. Net worth of the bidder firm should not be in negative as on 31.03.2025 and should have not **eroded**[Ref Note (ii)] by more than 30% (Thirty percent) year-on-year basis as well as cumulative basis in the last three financial year's period ending 31.03.2025.	Audited balance sheet and profit & loss statement for FY: 2024-25,2023-24, FY: 2022-23 and FY: 2021-22. 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. Note: The start-ups should submit certificate of recognition issued by DPIIT

Note-1:

i. BNPM reserves the right to verify all credentials submitted by bidders towards qualification criteria.

ii. Erosion shall be calculated only on account of reported loss in the statement of P&L account, which has led to reduction in capital. Net-worth (NW) erosion will be calculated as below,

For Financial Year (FY):

Year – on – Year basis	Cumulative basis
$\frac{\text{(NW of FY 2024-25 (−) NW of FY 2023-24)}}{\text{(NW of FY 2023-24)}}$	$\frac{\text{(NW of FY 2024-25 (−) NW of FY 2021-22)}}{\text{(NW of FY 2021-22)}}$
$\frac{\text{(NW of FY 2023-24 (−) NW of FY 2022-23)}}{\text{(NW of FY 2022-23)}}$	
$\frac{\text{(NW of FY 2022-23 (−) NW of FY 2021-22)}}{\text{(NW of FY 2021-22)}}$	

iii. BNPM reserves the right to verify all credentials submitted by bidders towards eligibility criteria.

Applicability in Special Cases:

i. **Relaxation to Startups:** BNPM reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises recognized by Department for Industry & Internal Trade (DPIIT), subject to meeting of quality & technical specifications. Startups may be MSMEs or otherwise. The decision of BNPM in this regard shall be final

ii. **Applicability to 'Make in India':** Bidders (manufacturer or principal of authorised representative) who have a valid/ approved ongoing 'Make in India' agreement/ program and who, while meeting all other criteria above, except for any or more of sub-criteria in Experience and Past Performance above, would also be considered to be qualified provided:
i) Their foreign 'Make-in-India' associates meet all the criteria above without exemption, and
ii) the Bidder submits appropriate documentary proof for a valid/ approved ongoing 'Make in India' agreement/ program.
iii) The bidder (manufacturer or principal of authorised representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of 'The Product' offered, including all warranty obligations as per the general and special conditions of contract.

iii. **Authorized Representatives:** Bids of bidders quoting as authorised representatives of a principal manufacturer would also be considered to be qualified, provided:
i) their principal manufacturer meets all the criteria above without exemption, and
ii) the principal manufacturer furnishes a legally enforceable tender-specific authorisation in the prescribed form assuring full guarantee and warranty obligations as per the general and special conditions of the contract;
iii) the bidder himself should have been associated, as the authorised representative of the same or other Principal Manufacturer for the same set of services as in the present bid (supply, installation, satisfactory commissioning, after-sales service as the case may be) for the same or similar 'Product' for past three years ending on 'The Relevant Date.'

iv. **For Existing successful Past Suppliers**: In case the bidder (manufacturer or principal of authorised representative) who is a successful past supplier of 'The Product' in at least one of the recent past *[three]* procurements, who do not meet any or more of requirements above, would also be considered to be qualified in view of their proven credentials, for the maximum quantity supplied by him in such recent past.

v. **Joint Ventures**: Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/ Equipment, and each partner must comply with all the PQC criteria independently.

vi. **Holding Companies:** Credentials of the Holding company cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/ Equipment, and each subsidiary bidding company must comply with all the PQC criteria independently. However, the Financial Standing credentials of a domestic Holding Company can be clubbed with only one of its fully owned subsidiary bidding companies, with appropriate legal documents proving such ownership

vii. Indian Subsidiaries of Foreign Principals/ Parent company cannot claim the technical and financial credentials of their principals/ parent or group companies/ allied firms (without the minimum percentage participation in JV) for fulfilling qualification criteria

viii. BNPM may, in suitable cases, permit the demerged entities (by virtue of a corporate restructuring exercise, etc.) to use the credentials of the original/parent entity to satisfy the eligibility criteria in the tenders, at least for an initial five years from the incorporation of the demerged entities based on the merit and circumstances of the cases (e.g., type of procurement, nature of demerger, number of eligible bidders available etc.). Tender documents must clearly mention if the credentials of the demerged entity will be considered or not in the specific tender and specify the conditions under which demerged entities may become eligible.

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 data should be certified by the authorized signatory of the bidder firm. The credentials regarding experience and past performance to the extent required as per qualification 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 qualification criteria mentioned above.

Authorized Signature with stamp & date

SECTION IX: FINANCIAL BID

(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 Sirr,

SUB: PRICE BID FOR SUPPLY OF POLYMER AND COAGULANT FOR PAPER MACHINE AT BNPM PLANT, MYSURU

Ref: Tender No. **BNPM/OTE/135/2026-27 DATED 14.07.2026**

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

Name of the Firm											
Schedule No.	Description of goods	HSN CODE	QTY	UOM	Unit Price in INR (Inclusive of P&F, Freight & Transit Insurance, etc.	GST (%)	GST on unit price in INR	Total unit Price Inclusive of all (FOR BNPM, Mysore) in INR	Value in INR inclusive of GST	Less : Input Credit(GST)	Total Effective price on FOR Mysore in INR
			A		B	C	D=B*C	E=B+D	F=E*A	G=D*A	H=F-G
1	Supply of Polymer PMC		18,000.0	Kgs			-	-	-	-	-
2	Supply of Coagulant PMC		48,000.0	Kgs			-	-	-	-	-
								Total (1+2)	-	-	-
Total effective price (net of input tax credit) for polymer & Coagulant with freight, P&F, Transit Insurance and any other charges (FOR– BNPM, Mysuru site) in Figures (INR)					-						
Total effective price (net of input tax credit) for polymer & Coagulant with freight, P&F, Transit Insurance and any other charges (FOR – BNPM, Mysuru site) in Words (INR)											

Notes :

1. Overall Effective price will be calculated based on Total Price i.e. (Unit Price, Freight, P&F, Transit Insurance, any other charges & GST amount) less input GST amount. L-1 status shall be decided considering overall grand total effective price.
2. 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/requirements/scope of work as defined in the tender document.
3. Bidder shall be eligible to pass on the input credit which has been deducted from Total price to arrive at Effective price.
4. Unloading of material at BNPM site are in BNPM scope.

FORM 1: BID FORM (COVERING LETTER)

(To be submitted as part of Techno-commercial bid, along with supporting documents, if any, On Bidder's Letter-head)

(Strike out alternative phrases not relevant to you)
Bidder's Name________________________
[Address and Contact Details]
Bidder's Reference No.__________________________ Date……….

To
Bank Note Paper Mill India Pvt Ltd,
Registered & Corporate Office,
Gate 1, Paper Mill Compound,
Note Mudran Nagar, Mysuru – 570 003.
Karnataka. India.

Ref: Tender Document No.: BNPM/OTE/135/2026-27 DATED 14.07.2026, Tender Title: Supply of Polymer and Coagulant for Paper Machine at BNPM Plant, Mysuru

Sir/ Madam,
Having examined the abovementioned Tender Document, we, the undersigned, hereby submit our Pre-qualification bid, Techno-commercial and Financial bid (Price Schedule) for the supply of Goods and incidental Works/ Services in conformity with the said Tender Documents.

1. **Our Credentials:**
    a. We are submitting this bid: -
    on our behalf, and there are no agents/ dealers involved in this tender, and hence no agency agreement or payments/ commissions/ gratuity is involved. Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted in **Form 1.1** (Bidder Information).
    b. We are proven, established, and reputed manufacturers with factories at …………………. which are fitted with modern equipment and where the production methods, quality control, and testing of all materials and parts manufactured or used by us shall be open to inspection by the representative of the Procuring Entity.
2. **Our Eligibility and Qualifications to participate**
We comply with all the eligibility criteria stipulated in this Tender Document, and the relevant declarations are made along with documents in **Form 1.2** of this bid-form. We fully meet the qualification criteria stipulated in this Tender Document, and the relevant details are submitted along with documents in **Form 4: 'Qualification Criteria - Compliance**.

3. **Our Bid to supply Goods**
We offer to supply the subject Goods of requisite quality and within Delivery Schedules in conformity with the Tender Document. The relevant details are submitted in **Form 2**: 'Schedule of Requirements – Compliance' and Form 3: 'Technical Specifications and Scope of Work - Compliance.'
4. **Prices**
We hereby offer to supply the subject Goods and perform the Services at our lowest prices and rates mentioned in the separately submitted Price-Schedule. It is hereby confirmed that the prices quoted therein by us are:
    a. based on terms of delivery and delivery schedule confirmed by us; and
    b. based on the terms and mode of payment as stipulated in the Tender Document. We have understood that if we quote any deviation to terms and mode of payment, our bid is liable to be rejected as nonresponsive, and
    c. have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
        i. those prices; or
        ii. the intention to submit an offer; or

iii. the methods or factors used to calculate the prices offered.

d. have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

5. **Affirmation to terms and conditions of the Tender Document**
We have understood the complete terms and conditions of the Tender Document. We accept and comply with these terms and conditions without reservations, although we are not signing and submitting some of the sections of the Tender Document. Deviations, if any, are submitted by us in **Form 5:** 'Terms and Conditions - Compliance'.

6. **Bid Security / Bid Securing Declaration**
We have submitted the Bid Security / Bid Securing Declaration (BSD, in lieu of Bid Security) in stipulated format vide **Form 7**: 'Documents Relating to bid security.'

7. **Abiding by the Bid Validity**
We agree to keep our bid valid for acceptance for a period up to **90 days**, as required in the Tender Document or for a subsequently extended period, if any, agreed to by us and are aware of penalties in this regard stipulated in the Tender Document in case we fail to do so.

8. **Non-tampering of Tender Document**
We confirm that we have not changed/ edited the contents of the Tender Document. We realise that any such change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the Tender Document. We also confirm that copies of documents/ affidavits/ undertakings submitted along with our technical bid are valid, true, and correct to the best of our knowledge and belief. If any dispute arises related to the validity and truthfulness of such documents/ affidavits/ undertakings, we shall be responsible for the same. Upon accepting our financial bid, we undertake to submit for scrutiny, on-demand by the Procuring Entity, originals, and self-certified copies of all such certificates, documents, affidavits/ undertakings.

9. **A Binding Contract**
We further confirm that, if our bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that, until a formal contract is signed or issued, this bid, together with your written Letter of Award (LoA)/Purchase Order (PO), shall constitute a binding contract between us.

10. **Performance Guarantee and Signing the contract**
We further confirm that, if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or failure to execute the agreement, the Procuring Entity has the right to avail any or all punitive actions laid down in this regard, stipulated in the Tender Document.

11. **Signatories:**
We confirm that we are duly authorized to submit this bid and make commitments on behalf of M/s ……………………………………. **(Name of company**). Supporting documents are submitted in **Form 1.1** annexed herewith. We acknowledge that our signature is valid and legally binding.

Rights of the Procuring Entity to Reject bid(s):
We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred Tender Document.

……………………..
(Signature with date)
………………………..
(Name and designation)
Duly authorized to sign bid for and on behalf of
[name & address of Bidder and seal of company]

FORM 1.1: BIDDER'S INFORMATION

(Ref ITB-clause 9.2)

(To be submitted as part of techno-commercial bid)
(On Company Letter-head)
(Along with supporting documents, if any)

Bidder's Name________________________
[Address and Contact Details]
Bidder's Reference No.__________________________ Date……….

To
Bank Note Paper Mill India Pvt Ltd,
Registered & Corporate Office,
Gate 1, Paper Mill Compound,
Note Mudran Nagar, Mysuru – 570 003.
Karnataka. India.

Ref: Tender Document No.: BNPM/OTE/135/2026-27 DATED 14.07.2026, Tender Title: Supply of Polymer and Coagulant for Paper Machine at BNPM Plant, Mysuru

Note: *Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanours in the Tender Document.*

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1) **Bidder/ Vendor particulars:**
   a) Name of the Company:…………….
   b) Corporate Identity No. (CIN): …………………………………..
   c) Registration, if any, with The Procuring Entity: ………………………………..
   d) Place of Registration/ Principal place of business/ manufacture …………………
   e) Complete Postal Address: …………………………………………..
   f) Pin code/ ZIP code: ……………………………………………….
   g) Telephone nos. (with country/ area codes): ………………………
   h) Mobile Nos.: (with country/ area codes): ……………………..
   i) Contact persons/ Designation: …………………………………..
   j) Email IDs: ……………………………………………………….

Submit documents to demonstrate eligibility as per NIT-Clause 3 and ITB-clause 3.2 – A self-certified copy of registration certificate – in case of a partnership firm – Deed of Partnership; in case of Company – Notarized and certified copy of its Registration; and in case of Society – its Byelaws and registration certificate of the firm.

2) **Taxation Registrations: (To be filled only if applicable)**
   a) PAN number: ……………………………………………..
   b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.): ………………………..
   c) GSTIN number: ………………………………….. in Consignor and Consignee States
   d) Registered/ Certified Works/ Factory where the Goods would be mainly manufactured and

Place of Consignor for GST Purpose: ………………

e) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts): …………………………………

☐ We solemnly declare that our GST rating on the GST portal/ Govt. official website is not negative/ blacklisted.

Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.

3) Authorization of Person(s) signing the bid on behalf of the Bidder

a) Full Name: ___________________________

b) Designation: ______________________________

c) Signing as:

☐A sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor,

☐A partnership firm/Limited Liability Partnership (LLP) Firm. The person signing the bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney,

☐A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

Documents to be submitted: Registration Certificate/ Memorandum of Association/Partnership Agreement/ Power of Attorney/ Board Resolution.

4) Bank Details:

a) Name of Bank:

b) Name of A/C holder:

c) b) Account No.:………………….

d) c) IFSC code:……………………….

Documents to be submitted: Cancelled cheque or bank Mandate form

(Signature with date)

………………………..

(Name and designation)

Duly authorized to sign bid for and on behalf of

[name & address of Bidder and seal of company]

DA: As above

FORM 1.2: ELIGIBILITY DECLARATIONS

(To be submitted as part of Techno-commercial bid, along with supporting documents, if any, On Bidder's Letter-head)

(Ref ITB-clause 9.2)

Bidder's Name________________________
[Address and Contact Details]
Bidder's Reference No.__________________________ Date……….

To
Bank Note Paper Mill India Pvt Ltd,
Registered & Corporate Office,
Gate 1, Paper Mill Compound,
Note Mudran Nagar, Mysuru – 570 003.
Karnataka. India.

Ref: Tender Document No.: BNPM/OTE/135/2026-27 DATED 14.07.2026, Tender Title: Supply of Polymer and Coagulant for Paper Machine at BNPM Plant, Mysuru

Note: *The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.*

Eligibility Declarations

(Please tick appropriate boxes or cross out any declaration not applicable to the Bidder)

We hereby confirm that; we comply with all the stipulation of NIT-clause 3 and ITB clause 3.2 and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:

1. Legal Entity of Bidder: _________________________

2. OEM/ Manufacturer/ Agent/ Dealership Status: _______________________

3. We are not a JV/Consortium.

4. We solemnly declare that we (including our affiliates or subsidiaries or constituents):

   a. are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
   b. (including our affiliates or subsidiaries or constituents):
      i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by Security Printing & Minting Corporation India Limited (SPMCIL)/ Bharatiya Reserve Bank Note Mudran (P) Limited (BRBNMPL)/ BNPM/ Any Government Agency from participation in its Tender Processes; and/ or
      ii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by departments/agencies of Government of India as mentioned in subclause (i) above

from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.

iii) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.

iv) We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.

v) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

5. Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017: We certify as under:

"We have read the clause regarding restrictions on procurement from a bidder of a country / bidder having Transfer of Technology arrangement, which shares a land border with India and on sub-contracting to vendors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

a. we are not from such a country / have transfer of technology arrangement or, if from such a country / have transfer of technology arrangement, we are registered with the Competent Authority (copy enclosed). and;

b. *we shall not subcontract any work to a vendor from such countries unless such vendor is registered with the Competent Authority.*

6. Start-up status: (To be filled if applicable)

We confirm that we ☐are/ ☐are not a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT.

Sr No.	Particulars	Declaration by Bidder
1	EMD exemption is claimed under Start -up:	Yes ☐ No ☐
2	Experience and financial exemption are claimed under Start up:	Yes ☐ No ☐
3	Start-up detail:	DPIIT No. ☐ Validity: ☐ Field of work (As per DPIIT): ☐

7. MSME Status: (To be filled if applicable)

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

a) We are - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Dept. / PSU/Others:……………

b) We attach herewith, Udhyam Registration Certificate with the Udhyam Registration

FORM 1.2: ELIGIBILITY DECLARATIONS

Number as proof of our being MSE registered on the Udhyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.

Sr No.	Particulars	Declaration by Bidder
1	Type of MSE enterprise as per UDYAM:	Manufacturing ☐ Services ☐ Trading ☐
2	Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners)	
3	EMD exemption is claimed under: MSE	Yes ☐ No ☐
5	Purchase preference is claimed under: MSE	Yes ☐ No ☐
6	UDYAM registration detail	UDYAM No.: ☐ NIC code: ☐

8. **Make in India Status:**
Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

a) Certificate from statutory auditors/ cost accountant for Class-I or Class-II Local Suppliers containing details of local content and location(s) at which value addition is made as follows:

Local Content and %age	
Location(s) of value addition	

Therefore, we certify that we qualify for the following category of the supplier

(tick the appropriate category):

☐Class-I Local Supplier/

☐Class-II Local Supplier/

☐Non-Local Supplier.

b) **We also declare that**
☐There is no country whose bidders have been notified as ineligible on a reciprocal

basis under this order for an offered Goods, or

☐We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Goods.

9. Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

……………………..

(Signature with date)

………………………..

(Name and designation)

Duly authorized to sign bid for and on behalf of

………………………………………..

………………………………………..

[name & address of Bidder and seal of company]

FORM 1.3: DECLARATION BY AGENTS/ ASSOCIATES OF FOREIGN PRINCIPALS/ OEM'S

NOT APPLICABLE TO THIS TENDER DOCUMENT

FORM 2: SCHEDULE OF REQUIREMENTS - COMPLIANCE

(To be submitted as part of Technical bid on Company Letter-head)

Bidder's Name________________________
[Address and Contact Details]
Bidder's Reference No.__________________________ Date……….

To
Bank Note Paper Mill India Pvt Ltd,
Registered & Corporate Office,
Gate 1, Paper Mill Compound,
Note Mudran Nagar, Mysuru – 570 003.
Karnataka. India.

Ref: Tender Document No.: BNPM/OTE/135/2026-27 DATED 14.07.2026, Tender Title: Supply of Polymer and Coagulant for Paper Machine at BNPM Plant, Mysuru

Note to Bidders: *Fill up this Form regarding Section IV: Schedule of Requirements maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.*

Deviations from Schedule of Requirements

Note to Bidders: Highlight deviations, if any, from Section IV: Schedule of Requirements in this Form.

Sl. No.	Particular	Whether Agreed by the firm	Deviation, if any
1.	Tender Quantity as per Section VI – List of Requirement. i. Polymer PMC: 18,000.00 Kgs ii. ii. Coagulant PMC: 48,000.00 Kgs	Yes agreed	
2.	Period Of Contract	Yes agreed	
3.	Required Delivery Schedule	Yes agreed	
4.	Required Terms of Delivery	Yes agreed	
5.	Place of Delivery	Yes agreed	

We shall comply with, abide by, and accept without variation, deviation, or reservation all requirements detailed in Section IV: Schedule of Requirements in the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

……………………..
(Signature with date)
………………………..
(Name and designation)
Duly authorized to sign bid for and on behalf of
……………………………………..
[name & address of Bidder and seal of company]

FORM 3: TECHNICAL SPECIFICATIONS AND SCOPE OF WORK - COMPLIANCE

(To be submitted as part of Technical bid on Company Letter-head)

Bidder's Name________________________
[Address and Contact Details]
Bidder's Reference No.__________________________ Date……….

To
Bank Note Paper Mill India Pvt Ltd,
Registered & Corporate Office,
Gate 1, Paper Mill Compound,
Note Mudran Nagar, Mysuru – 570 003.
Karnataka. India.

Ref: Tender Document No.: BNPM/OTE/135/2026-27 DATED 14.07.2026, Tender Title: Supply of Polymer and Coagulant for Paper Machine at BNPM Plant, Mysuru

Note to Bidders: *Highlight in this form deviations, if any, from Section V: Technical Specifications and Scope of Work, maintaining the same numbering and structure. Submit copies of original test certificates for standards/ specification tests on the Goods and other relevant documents like technical data, literature, drawings, etc. Add additional details not covered elsewhere in your bid in this regard.*

A. TECHNICAL SPECIFICATION COMPLIANCE FOR SUPPLY OF POLYMER PMC:

SI No.	PARAMETERS	SPECIFICATION	Whether agreed by the bidder	Deviation if any
1	Chemical Type	Homo-polymer of Acrylamide / Polymer	Yes agreed	
2	Charge Density	Medium	Yes agreed	
3	Specific gravity	> 1.03	Yes agreed	
4	Application	It will be used in Approach flow (Fibre Recovery System)	Yes agreed	
5	Appearance	Opaque. Off-white-emulsion	Yes agreed	
6	Ionic Charge	Anionic	Yes agreed	
7	Miscibility in water	Miscible	Yes agreed	
8	pH	3 to 9	Yes agreed	
9	Brookfield Viscosity	400 to 1500	Yes agreed	
10	NVS	> 32	Yes agreed	

B. TECHNICAL SPECIFICATION COMPLIANCE FOR SUPPLY OF COAGULANT PMC:

Sl No.	PARAMETERS	SPECIFICATION	Whether agreed by the bidder	Deviation if any
1	Chemical Type	Modified Polyamine	Yes agreed	
2	Appearance	A viscous Liquid	Yes agreed	
3	Ionic Charge	Cationic	Yes agreed	
4	Specific gravity	> 1.05	Yes agreed	

FORM 3: TECHNICAL SPECIFICATIONS AND SCOPE OF WORK - COMPLIANCE

5	pH	2 to 8	Yes agreed	
6	% NVS	> 35	Yes agreed	
7	Brookfield Viscosity	50 to 500	Yes agreed	
8	Molecular Weight	A Low Molecular Weight Product	Yes agreed	
9	Application	It will be used in Approach flow (Fibre Recovery System)	Yes agreed	

Note : Above parameters shall be checked by BNPM laboratory

Note: Bidder must submit the certification confirming above parameters with all consignments / lots supplied to BNPM in future supplies. Scope of work and additional requirements & other terms & conditions remain the same.

We shall comply with, abide by, and accept without variation, deviation, or reservation all Technical Specifications, Scope of Work, Quality Assurance and Warranty requirements in the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

……………………..
(Signature with date)
………………………..
(Name and designation)
Duly authorized to sign bid for and on behalf of
……………………………………..
[name & address of Bidder and seal of company]

DA: Relevant documents like technical data, literature, drawings, and other documents

FORM 4: QUALIFICATION CRITERIA COMPLIANCE

(To be submitted as part of Techno-commercial bid on Company Letter-head)

Ref: Tender Document No.: BNPM/OTE/135/2026-27 DATED 14.07.2026, Tender Title: Supply of Polymer and Coagulant for Paper Machine at BNPM Plant, Mysuru

Bidder's Name________________________
[Address and Contact Details]
Bidder's Reference No.__________________________ Date……….

Table 1: Experience Details

Sl. No.	Description of goods	Name & Address of Customer	PO/WO/ /Agreement No. with date
YEAR-1			
YEAR-2			
YEAR-3			

(*The bidder shall submit copy of three years Purchase order / Work order / Agreement / Contract for 'The Product'*)

Table 2: Past performance details

Sl. No.	Description of goods	Name & Address of Customer	PO/WO/ /Agreement No. with date	The Qualifying Quantity	Delivery Period
1					
2					
3					

(The bidder shall submit copy of Purchase order / Work order / Agreement / Contract for 'The Product' along with Proof of delivery for 'The Qualifying Quantity' (i.e. Invoice/LR/CRAC/E-way bill/GSTR etc.). as specified in SECTION VIII – QUALIFICATION CRITERIA)

Table 3: Financial Standing

Sl. No.	Financial Year	Annual Turn Over (Rs.)	Networth (Rs.)	UDIN No.
1	2024-25			
2	2023-24			
3	2022-23			
4	2021-22			

(Audited balance sheet and profit & loss statement for FY: 2024-25,2023-24, FY: 2022-23 and FY: 2021-22 to be submitted along with UDIN details)

FORM 5: TERMS AND CONDITIONS - COMPLIANCE

(To be submitted as part of Techno-commercial bid on Company Letter-head)

Bidder's Name________________________
[Address and Contact Details]
Bidder's Reference No.__________________________ Date……….

Ref: Tender Document No.: BNPM/OTE/135/2026-27 DATED 14.07.2026, Tender Title: Supply of Polymer and Coagulant for Paper Machine at BNPM Plant, Mysuru

Note to Bidders: *Fill up this Form regarding Terms and Conditions in the Tender Document, maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.*

Sl. no.	Features	Ref. of Tender Document Section, Clause	Whether Agreed by the firm	Deviation/ Exception/ reservation
1.	Tender terms & conditions	We have gone through entire tender document thoroughly including Instructions to Bidders (ITB), Appendix to Instructions to Bidders (AITB), General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Schedule of Requirements, Technical Specifications & Scope of Work & Qualification Criteria and confirm that we don't have any counter conditions. We also understand that offer with counter conditions is liable for rejection.	**Yes agreed**	

Sl. No.	Ref of Tender Document Section, Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub-Clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

……………………..
(Signature with date)
………………………..
(Name and designation)
Duly authorized to sign bid for and on behalf of
……………………………………..
……………………………………..
[name & address of Bidder and seal of company]

DA: If any, at the option of the Bidder.

FORM 6: CHECK-LIST FOR BIDDERS

(Ref ITB-clause 9.2)
(To be submitted as part of Pre-qualification bid)
(on Company Letter-head)

Bidder's Name________________________
[Address and Contact Details]
Bidder's Reference No.__________________________ Date……….

Ref: Tender Document No.: BNPM/OTE/135/2026-27 DATED 14.07.2026, Tender Title: Supply of Polymer and Coagulant for Paper Machine at BNPM Plant, Mysuru

Note to Bidders: *This check-list is merely to help the bidders to prepare their bids, it does not over-ride or modify the requirement of the tender. Bidders must do their own due diligence also.*

Sr	Documents submitted, duly filled, signed	Yes/ No/NA
1.	Form 1: Bid Form (to serve as covering letter and declarations applicable for both the Techno-commercial bid and financial bid)	
2.	Form 1.1: Bidder Information along with Power of attorney and Registration Certificates etc.	
2.a	Self-attested copy of Registration certificates etc. of the firm	
2.b	Self-attested copy of PAN	
2.c	Self-attested copy of GSTIN registration(s)	
2.d	Self-attested copy of Power of Attorney etc. authorizing signatories on stamp paper to sign the bid	
3.	Form 1.2: Eligibility Declarations, along with supporting Documents	
3.a	Self-attested copy of Registration certificate for bidders/Sub-vendors from restricted neighbouring countries.	
3.b	Self-attested copy of MSME registration (If applicable)	
3.c	Self-attested copy of Start-up registration/ status (if applicable)	
4.	Form 2: Schedule of Requirements – Compliance	
5.	Form 3: Technical Specifications and Scope of Work - Compliance	
6.	Relevant documents like technical data, literature, drawings, and other documents, at the option of Bidder	
7.	Form 4: Qualification Criteria – Compliance	
7.a	Documents Attached supporting the compliance to qualification criteria	

FORM 6: CHECK-LIST FOR BIDDERS

8.	Form 5: Terms and Conditions - Compliance	
8.a	Documents if any at the option of Bidder, supporting deviation	
9.	Form 6: This Checklist	
10.	Bid Security (EMD), if applicable	
10.a	Form 7: Bid Security Declaration (If applicable)	
11.	Form 8: Duly signed Integrity Pact (If applicable)	
12.	Section VII - Filled Financial Bid	
13.	Any other requirements, if stipulated in TIS/ ITB; or if considered relevant by the Bidder	
14	FORMAT 3: MANUFACTURER'S AUTHORIZATION FORM	

……………………..
(Signature with date)
………………………..
(Name and designation)
Duly authorized to sign bid for and on behalf of……………………….
[name & address of Bidder and seal of company]

FORM 7: BID SECURITY DECLARATION

(on Company Letter-head)

Bidder's Name______________________
[Address and Contact Details]
Bidder's Reference No.________________________ Date……….

To
The General Manager,
Bank Note Paper Mill India Pvt Ltd,
Registered & Corporate Office,
Gate 1, Paper Mill Compound,
Note Mudran Nagar, Mysuru – 570 003.
Karnataka. India.

Ref: Tender Document No.: BNPM/OTE/135/2026-27 DATED 14.07.2026, Tender Title: Supply of Polymer and Coagulant for Paper Machine at BNPM Plant, Mysuru

Sir/ Madam,

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration In lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation up to 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
2) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
    a. refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
    b. Fail or refuse to sign the contract.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

1) receipt by us of your notification
    a. of cancellation of the entire tender process or rejection of all bids or
    b. of the name of the successful bidder or
2) forty-five days after the expiration of the bid validity or any extension to it.

(Signature with date)
………………………..
(Name and designation)
Duly authorized to sign bid for and on behalf of……………………….
[name & address of Bidder and seal of company]
Dated on ………… day of ………….. [insert date of signing], Place……. insert place of signing]
Place……………………………………[insert place of signing]

DA:…………………………………………………

FORM 8: INTEGRITY PACT

NOT APPLICABLE TO THIS TENDER DOCUMENT

FORMAT 1: BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

Beneficiary:
Bank Note Paper Mill India Private Limited
Administrative Building,
Paper Mill Compound, Note Mudran Nagar,
Mysuru- 570003, Karnataka, India
Date:……………..

Bank Guarantee No:………………………………..

Whereas...(hereafter Called the "Tenderer") has submitted its quotation dated...........................for the supply of... (hereinafter called the "tender") against Bank Note Paper Mill India Private Limited's tender enquiry No..Know all persons by these presents that we...of (hereinafter called the "Bank") having our registered office at..

Are bound unto Bank Note Paper Mill India Private Limited (hereinafter called the "BNPMIPL") in the sum of ……….. for which payment will and truly to be made to the said BNPMIPL, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Seal of the said Bank this.............day of………..20…....

The conditions of this obligation are -
1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

2) If the tenderer having been notified of the acceptance of his tender by BNPMIPL during the period of its validity: -
a) Fails or refuses to furnish the performance security for the due performance of the contract.
b) Fails or refuses to accept/ execute the contract.

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, provided that in its demand BNPMIPL will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition (s).

This guarantee will remain in force for a period of forty-five days after the period of tender validity 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

FORMAT 1: BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Checklist for Bank Guarantee:

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

1. BG should be issued on not less than Rs. 300/- e-stamp / non-judicial stamp paper in case of paper Bank Guarantees (or) not less than Rs. 200/- e-stamp in case of e-Bank Guarantees.
2. Non judicial stamp paper / e-stamp paper should be purchased in the name of BG issuing bank only.
3. In case of stamp/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 supplier, name and address of BNPM and value 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 **ITB-clause 9.4.**
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.**
    Account No: **05230350002465.**
    Branch Address: **No. 8/24, Salco Centre, Bangalore- 560025, Karnataka.**
    IFSC: **HDFC0000523.**

FORMAT 2: BANK GUARANTEE 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,
Mysuru - 570003
Date: ……….

Performance Guarantee No.:

WHEREAS..(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of PO (Purchase order) 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 PO 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 PO;

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

FORMAT 2: BANK GUARANTEE 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. 300/- e-stamp / non-judicial stamp paper in case of paper Bank Guarantees (or) not less than Rs. 200/- e-stamp in case of e-Bank Guarantees.
2. Non judicial stamp paper / e-stamp paper should be purchased in the name of BG issuing bank only.
3. In case of stamp/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 should 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 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.**
    Account No: **05230350002465.**
    Branch Address: **No. 8/24, Salco Centre, Bangalore- 560025, Karnataka.**
    IFSC: **HDFC0000523.**

FORMAT 3: Authorization for Attending Pre-bid Conference/ Bid Opening (To be filled up, if required, by the Bidder)

NOT APPLICABLE TO THIS TENDER DOCUMENT

FORMAT 4: MANUFACTURER'S AUTHORIZATION FORM

To
The General Manager
Bank Note Paper Mill India Pvt Ltd,
Registered & Corporate Office,
Gate 1, Paper Mill Compound,
Note Mudran Nagar, Mysuru – 570 003.
Karnataka. India.

Ref: Tender Document No.: BNPM/OTE/135/2026-27 DATED 14.07.2026, Tender Title: Supply of Polymer and Coagulant for Paper Machine at BNPM Plant, Mysuru

We, ____ who are proven and reputable manufacturers of polymer and coagulant having factories at ____________hereby authorize Messrs. ______________________________ (**name and address of the agent**) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. ____ (**name and address of the above agen**t) is authorized to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above goods manufactured by us.

We also hereby extend our full warranty, as applicable as per clause 16 of the General Conditions of Contract read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this tender document.

Yours faithfully,

[Signature with date, name and designation)

For and on behalf of Messrs.

....

[Name & address of the manufacturers]

Note: This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.