

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 ENQUIRY FOR DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF BNPM WEBSITE INCLUDING 01 YEAR WARRANTY PERIOD AND 04 YEARS OF AMC AT BANK NOTE PAPER MILL (BNPM), MYSURU.

This tender document contains 79 Pages

Tender Enquiry No.	BNPM/NCB/481/2024-25
Tender issuing date	15.01.2025
Pre-bid meeting date & time	Not Applicable
Due date & time for bid submission	05.02.2025 till 1100 Hrs.
Mode of bid submission	Online
Type of tender	NATIONAL COMPETITIVE BIDDING
Tender Processing Fee	Rs. 3,000/- + Taxes
Details of contact person	Deputy General Manager (SCM) 0821-240111/179/180/177

Registered & Corporate Office:

**Administrative Building
Gate 1, Paper Mill Compound
Note Mudran Nagar, Mysuru - 570 003
Telephone No. 0821 - 2401 111**

e-mail: scm.tender@bnpmindia.com

website: www.bnpmindia.com

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SECTION I - NOTICE INVITING TENDERS

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

Schedule No.	Brief Description of Goods	Tentative Qty. (With unit)	Earnest Money Deposit (in Rs.)	Remarks
1.	Development, Implementation and maintenance of BNPM Website including 1 year warranty period and 04 Years of AMC.	1 Lot	Rs. 40,000/-	Refer Section - VII for Technical specifications and Scope of Work

2. Guidelines to submit online tender:

- a) The NIT Form with standard tender documents will be accessible in the e-Tendering website: www.tenderwizard.com/BNP. Aspiring Bidders/Contractors who have not registered for e-tendering should register through the website: www.tenderwizard.com/BNP.
 - b) The registration charges of Rs. 1,000/- 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. 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 website www.tenderwizard.com/BNP or contact M/s. KEONICS Helpdesk at 096861 15309
 - 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 all sections of this tender (except section - XI which has to be submitted as mentioned in Sl. No. ii below) signed & stamped in each & every page. (To be submitted through E-portal only)
 - ii) **Part II - Price Bid:**
Price shall be furnished through e-portal only. Price 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.
3. The tenderer shall satisfy BNPMIPL that they are competent and authorized to submit tender and/or to enter into a legally binding contract with the BNPMIPL. To this effect, any person giving a tender shall render documentary evidence that his signature on the tender submitted by him is legally binding upon himself, his firm or company as the case may be.
4. In the event of any of the above-mentioned dates being declared as a holiday/ closed day for the purchase organization, the tenders will be sold / received / opened on the next working day at the appointed time.
5. BNPMIPL reserves the right to reject any or all the applied bids without assigning any reason whatsoever. The tender can be rejected on national security grounds.

Yours faithfully,
For and on behalf of BNPMIPL
Deputy General Manager

SECTION I - NOTICE INVITING TENDERS

IMPORTANT POINTS AT A GLANCE FOR TENDERERS

S. No.	Title	Description
1.	Delivery Period	After notification of award of contract, successful bidder shall complete the entire scope of work within a period of 18 Weeks as per Section VI – List of Requirements along with all requisite documents at BNPM, Mysuru.
2.	Liquidated Damage	A sum equivalent to the 0.5% of the delivered price of the delayed goods or services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% of the delayed goods or services's contract price.
3.	Penalty Clause	As per Conditions mentioned in Section-VII of the Tender (Technical Specifications and Scope of Work)
4.	Warranty	1 Year from the date of issue of FAC (Final Acceptance Certificate) by BNPM
5.	Payment Terms	<p>1) Website development (Part-A):</p> <p>a. 50% of PART-A: Payment shall be made within 30 days after successful completion of stage-1, stage - 2 and stage-3 with satisfactory performance accepted by BNPM.</p> <p>b. 50% of PART-A: Payment shall be made within 30 days after successful completion of stage-4 and stage-5 and on submission of service reports with satisfactory performance accepted by BNPM.</p> <p>2) AMC Support (Part-B): Quarterly payment will be made within 30 days after successful completion of each quarter and on submission of service reports with satisfactory performance accepted by BNPM.</p> <p>3) Change Request per person-day: Quarterly payment will be made within 30 days after successful completion of each quarter and on submission of service reports with satisfactory performance accepted by BNPM.</p>
6.	Security Deposit / Performance Security	<p>a. Within 21 days of issue of LOI/WO/PO, successful bidder shall submit bank guarantee towards performance security equivalent to 5% of total order value. Bank Guarantee shall be valid till completion of all contractual obligations including one year warranty period and two months claim period thereafter.</p> <p>b. AMC Period: Successful bidder shall submit 5% of the total contract value of individual AMC period (after completion of warranty period) as Security Deposit/ Performance Security in form of PBG to BNPMIPL within 21 days of issue of AMC WO. PBG should be valid till successful completion of AMC period and two months claim period thereafter.</p> <p>c. For extension of AMC period in successive years, PBG is to be extended accordingly with applicable amount.</p> <p style="text-align: center;">Security Deposit / Performance Security will be</p>

SECTION I - NOTICE INVITING TENDERS

		forfeited if the successful tenderer fails to execute the assigned order as per the requirement of company.
7.	Integrity Pact	Not Applicable
8.	Others	<ul style="list-style-type: none">a) No counter conditions shall be accepted.b) 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.c) Bidder may visit BNPMIPL (if required), before submitting the offer after taking due permission for visiting to understand the requirements.

SECTION II – GENERAL INSTRUCTIONS TO TENDERERS

Section II: General Instructions to Tenderers (GIT)

PART 1: GENERAL INSTRUCTIONS APPLICABLE TO ALL TYPES OF TENDERS

A. PREAMBLE

1. Introduction

- 1.1. Definitions and abbreviations which have been used in these documents shall have the meanings as indicated in GCC.
- 1.2. For convenience, whole of this Standard Bidding Document (including all sections) is written with reference to Procurement of Goods Tenders. However this SBD would be utilized for all types of Tenders e.g. EOI, PQB, Rate Contract, Tenders involving Samples, Sale/Disposal of Scrap Material and Development/ indigenization etc., Procurement of Services etc. Therefore the construction of all clauses are to be interpreted in the context of particular type of tender beyond the letter of the clause, read with the additional clauses for the specific type of tenders in Part II GIT/GCC. Sections, which are not applicable have been marked as Not Applicable
- 1.3. These tender documents have been issued for the requirements mentioned in Section- VI – “List of Requirements”, which also indicates, inter-alia, the required delivery schedule and terms & place (i.e. destination) of delivery.
- 1.4. This section (Section II – General Instruction to Tenderers” – GIT) provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract. With this limited objective, GIT is not intended to be complete by itself and the rest of this document- SIT, GCC and SCC in particular may also be thoroughly studied before filling up the Tender Document. There would be certain topics covered in GIT/SIT as well as in GCC/ SCC from different perspectives. In case of any conflict between these, provisions of GCC/ SCC would prevail.
- 1.5. The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.

2. Language of Tender

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

3. Eligible Tenderers

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

4. Eligible Goods and Services

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

5. Tendering Expense

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

B. TENDER DOCUMENTS

6. Content of Tender Documents

6.1 The tender documents include:

VOLUME I

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

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

7. Amendments to Tender Documents

- 7.1. At any time prior to the deadline for submission of tenders, BNPM may, for any reason deemed fit by it, modify the tender documents by issuing suitable amendment(s) to it.
- 7.2. Such an amendment will be notified in writing by registered/ speed post or by fax/ telex/ e-mail, followed

SECTION II – GENERAL INSTRUCTIONS TO TENDERERS

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

SECTION II – GENERAL INSTRUCTIONS TO TENDERERS

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

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- 14.7. Documents for claiming ERV:
- A bill of ERV claim enclosing working sheet
 - Banker's Certificate/debit advice detailing F.E. paid and exchange rate
 - Copies of import order placed on supplier
 - Invoice of supplier for the relevant import order
15. **Alternative Tenders**
Unless otherwise specified in the Schedule of Requirements, alternative tenders shall not be considered.
16. **Documents Establishing Tenderer's Eligibility and Qualifications**
- 16.1. Pursuant to GIT clause 10, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 16.2. The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:
- In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorized by the goods manufacturer to quote for and supply the goods to BNPM. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Volume I in this document.
 - The tenderer has the required financial, technical and production capability necessary to perform the contract and, further it meets the qualification criteria incorporated in the Volume I in these documents.
 - In case the tenderer is not doing business in India, It is/will be duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.
 - In case the tenderer is an Indian agent quoting on behalf of a foreign manufacturer, the Indian agent is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance. Govt. of India operated through Directorate General of Supplies & Disposals (DGS&D), New Delhi.
17. **Documents establishing good's Conformity to Tender document**
- 17.1. The tenderer shall provide in its tender the required as well as the relevant documents like technical data. Literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by BNPM in the tender documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by BNPM in the tender documents to establish technical responsiveness of the goods and services offered in its tender.
- 17.2. In case there is any variation and/or deviation between the goods & services prescribed by BNPM and that offered by the tenderer, the tenderer shall list out the same in "Schedule of deviations from Technical specifications" in Volume I of the tender without ambiguity along with justification.
- 17.3. If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to BNPM in this regard.
18. **Earnest Money Deposit (EMD)**
- 18.1. Pursuant to GIT clause 10.1(d) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements/NIT Clause I. The earnest money is required to protect BNPM against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 23.23.2 below.
- 18.2. The earnest money shall be denominated in Indian Rupees.
- 18.3. The earnest money shall be furnished in one of the following forms:
- Account Payee Demand Draft or
 - Banker's cheque or
 - Bank Guarantee, (only if EMD amount is above Rs. 1 Lakh)
- 18.4. The demand draft or banker's cheque shall be drawn on any scheduled commercial bank in India, in favour of Bank Note paper Mill India Private Limited payable at Bangalore. In case of bank guarantee, the same is to be provided from/confirmed by any scheduled commercial bank in India as per the format specified in Volume I in these documents.
- 18.5. The earnest money shall be valid for a period of forty five days beyond the validity period of the tender.
- 18.6. Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 18.7. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The successful tenderer's earnest money will be forfeited if it fails to furnish the required performance security within the specified period.
19. **Tender Validity**
- 19.1. If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 90 days (Ninety days) in case of single bid tender system and 120 days in case of two-bid system after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 19.2. In exceptional cases, the tenderers may be requested by BNPM to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/email/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly.
- 19.3. In case the day up to which the tenders are to remain valid falls on/subsequently declared a holiday or closed day for BNPM, the tender validity shall automatically be extended up to the next working day.
- 19.4. Compliance with the Clauses of this Tender Document: Tenderer must comply with all the clauses of this Tender Document. In case there are any deviations, these should be listed in a chart form without any ambiguity along with justification.
20. **Signing and Sealing of Tender**
- 20.1. An authenticated copy of the document which authorizes the signatory to commit on behalf of the firm shall accompany the offer. The individual signing the tender or any other documents connected therewith should clearly indicate his full name and designation and also specify whether he is signing,
- As Sole Proprietor of the concern or as attorney of the Sole Proprietor;
 - As Partner (s) of the firm;
 - As Director, Manager or Secretary in case the of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.
- 20.2. The authorized signatory of the tenderer must sign the tender at appropriate places and initial the remaining pages of the tender.
- 20.3. The tenderers shall submit their tenders as per the instructions contained in GIT Clause 10.
- 20.4. Unless otherwise mentioned in the SIT, a tenderer shall submit two copies of its tender marking them as "Original and "Duplicate".
- 20.5. The original and other copies of the tender shall either be typed

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or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.

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

D. Submission of Tenders

21. Submission of Tenders

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

22. Late Tender

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

23. Alteration and Withdrawal of Tender

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

furnished by the tenderer in its tender besides other sanctions by BNPM.

E. TENDER OPENING

24. Opening of Tenders

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

F. SCRUTINY AND EVALUATION OF TENDERS

25. Basic Principle

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

26. Preliminary Scrutiny of Tenders

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

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commission it and also train BNPM's operators for operating the equipment. The Tenderer has however, quoted only for supply of the equipment).

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

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

28. **Discrepancy in Prices**

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

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

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

30. **Clarification of Bids**

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

31. **Qualification/ Eligibility Criteria**

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

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

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

33. **Schedule-wise Evaluation**

In case the List of Requirements contains more than one

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

34. **Comparison on CIF Destination Basis**

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

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

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

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

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

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

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

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

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

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

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

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

38. **Negotiations**

Normally there would be no price negotiations. But BNPM reserves its right to negotiate with the lowest acceptable bidder (L1), who is technically cleared /approved for supply of bulk quantity and on whom the contract would have been placed but

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for the decision to negotiate, under special circumstances in accordance with prevailing guidelines.

39. Contacting BNPM

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

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

G. Award Of Contract

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

41. Award Criteria

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

42. Variation of Quantities at the Time of Award

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

43. Parallel Contracts

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

44. Serious Misdemeanours

44.1 Following would be considered serious misdemeanours:

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

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

45. Notification of Award

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

tenderer must furnish to BNPM the required performance security within twenty one days from the date of this notification. Relevant details about the performance security have been provided under GCC Clause 6 under Section IV.

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

46. Issue of Contract

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

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

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

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

48. Return of EMD

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

49. Publication of Tender Result

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

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

50. Rate Contract Tenders- NOT APPLICABLE

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

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

50.2 Fall Clause

If the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods, following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be

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

- 50.3 Performance Security
Value of Performance Security would be stipulated in the SIT. Performance Security shall, however, not be demanded again in the individual supply orders issued subsequently against rate contracts.
- 50.4 Renewal of Rate Contracts
In case, it is not possible to conclude new rate contracts before the expiry of existing ones, due to some special reasons, the existing rate contracts would be extended with same terms, conditions etc. for a suitable period, with the consent of the rate contract holders. Rate contracts of the firms, who do not agree to such extension, will be left out. Period of such extension would generally not be more than three months.
51. **Prequalification Bidding : NOT APPLICABLE**
51.1 Prequalification bidding is for short-listing of qualified Bidders who fulfil the Prequalification criteria as laid down in SIT or in Volume I of SBD – “Qualification Criteria” for procurement of Goods or Services as listed in Section VI of SBD – “List of Requirements”. Shortlisted Bidders would be informed of their qualification and short listing in accordance with the stipulations laid down in the SIT Unless otherwise stipulated in the SIT the PQB short listing would be valid only till the next procurement tender. Further conditions will be elaborated in the SIT.
- 51.2 If stipulated in the SIT, only these shortlisted qualified bidders would be invited to participate in the Procurement process. Otherwise SIT may also indicate that instead of floating a separate PQB tender, it may be combined with the Procurement Tender, as a three bid tender. Initially the first Packet containing PQB would be opened and evaluation would be done. Thereafter the rest of tender would be handled as a two bid system for only those bidders who succeed in PQB.
52. **Tenders involving Samples- NOT APPLICABLE**
52.1 Normally no sample would be called along with the offer for evaluation.
- 52.2 Purchaser’s Samples:
If indicated in the SIT, A Purchaser’s sample may be displayed to indicate required characteristics over and above the Specifications for perusal of the bidders Name and Designation of the Custodian, Place, Dates and Time of inspection of Purchaser’s sample will be indicated in the SIT. The supplies in the contract will have to meet the indicated required characteristics for which the Purchaser’s sample was displayed, besides meeting the specification listed in “Technical Specifications” of the Tender. He would be issued a sealed Purchaser’s sample for the purpose at the time of award of the contract.
- 52.3 Pre-Production Samples:
If stipulated in SIT, successful contractor would be required to submit a Pre-Production sample(s) to the Inspecting Officer/ or the nominated authority mentioned in the contract within the time specified therein. If the Contractor is unable to do so, he must apply immediately to the Office issuing the acceptance of tender for extension of time stating the reasons for the delay. If the Purchaser is satisfied that a reasonable ground for an extension of time exists, he may allow such additional time as he considers to be justified (and his decision shall be final) with or without alteration in the delivery period stipulated in the contract and on such conditions as he deems fit. In the event of the failure of the Contractor to deliver the pre-production sample by the date specified in the acceptance of tender or any other date to which the time may be extended as aforesaid by the
- Purchaser or of the rejection of the sample, the Purchaser shall be entitled to cancel the contract and, if so desired, purchase or authorize the purchase of the stores at the risk and cost of the Contractor (unless specified otherwise in the SIT). In such an event, in case of Security Items where urgency develops due to such delays, BNPM reserves its right to procure not more than one year’s requirement against this “Risk & Cost” tender from existing pre-qualified and security cleared firms. Bulk production and supply will only be allowed if this sample(s) pass the Tests laid down in the “Quality Control Requirements” of Volume I.
- 52.4 Testing of Samples
Tests, procedures and testing laboratories for testing samples would be detailed in the Section VIII- “Quality Control Requirements” in the SBD.
- 52.5 Validation/ Prolonged Trials
If specified in SIT or in the Section VIII- “Quality Control Requirements” in the SBD, pre-production samples may have to undergo validation or extended trial before their performance can be declared satisfactory.
- 52.6 Parameters Settings and duration of Validation Tests would be indicated in Volume I – “Quality Control Requirements”. It would also stipulate the period or event marking end of validation trials. It would also be indicated therein whether the Permission to start bulk production will have to wait full validation or it can go on in parallel.
53. **Expression of Interest (EOI) Tenders: NOT APPLICABLE**
53.1 EOI tenders are floated for short listing firms who are willing and qualified for: -
a) Registration of Vendors for Supply of particular Stores or certain categories of Stores.
b) Development of new items or indigenization of Imported stores
- 53.2 The qualification /eligibility criteria required and the format of submission of such Data would be indicated in the “Qualification Criteria” of Volume I.
- 53.3 Objectives and scope of requirement would be indicated in the Section VI – “List of Requirements” in the SBD. Indicative quantity required yearly and its future requirements would also be indicated.
- 53.4 In case of EOI for Development of new Items or for indigenization, prospective firms would be given opportunity to inspect the Machine/ Item at the place of installation at the place, dates and time mentioned in SIT.
- 53.5 In case EOI is for registration of vendors, Registration Fees and validity period of registration would be detailed in the SIT.
- 53.6 Short List of Suppliers: The suppliers shall be evaluated for short listing, inter-alia, based on their past experience of supplying goods in similar context, financial strength, technical capabilities etc. Each supplier will be assigned scores based on weightages assigned to each of the criteria mentioned in the “Qualification Criteria” in Volume I.
- 53.7 If stipulated in the SIT, the Firm’s capacity and Capability may be assessed by a nominated Committee or by a third party nominated by BNPM.
- 53.8 All suppliers who secure the minimum required marks (normally 50% unless otherwise specified in the “Qualification Criteria” in Volume I) would be short listed. “Qualification Criteria” may alternatively specify minimum qualifying requirement for each of the criteria i.e. minimum years of experience, minimum number of assignments executed, minimum turnover etc. Under such circumstances, all suppliers who meet the minimum requirement, as specified, will be short listed.
- 53.9 In case of EOI for registration of vendors, registration letters would be issued to the shortlisted tenderers.
- 53.10 In case of EOI for development/ indigenization, these shortlisted tenderers would only be allowed to participate in the subsequent development/ indigenization tenders.
54. **Tenders for Disposal of Scrap: NOT APPLICABLE**
54.1 **Introduction:**

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

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

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

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

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

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

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

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

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

54.3 Submission of Offer:

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

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

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

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

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

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

55.8 If specified in SIT, Advance and Intermediate Payment to

trolley etc., if required shall be made by the purchaser concerned only and the BNPM shall not provide or help in providing any such arrangements and the rate quoted by the purchaser must include such and all incidental charges.

54.3.7 Registered dealers who are exempted from payment of Sales Tax must submit copies of their Registration certificate of concerned authority and shall be required to submit necessary form duly completed in all respect to BNPM or its representatives before obtaining delivery order, duly signed by the partner of the firm or the person authorized to do so.

54.3.8 Evaluation of tenders for Disposal of scrap will be done on similar basis as Tenders for Procurement of Goods, except that the selection of the bidders shall be on the basis of the highest responsive Bidder (H1). In case full quantity is not offered to be taken by the Highest Bidder, parallel contracts would be placed.

54.4 Notification of Acceptance and Award of Contract:

54.4.1 The successful tenderer, herein after referred to as purchaser, shall have to submit security deposit (SO) @ 10% of the total sale value of the contract within 5 working days of issue of the sale contract (excluding the date of issue of sale contract). The SO shall be deposited in the form of bank draft/pay order, drawn on any nationalized or recognized bank in favour of same officer as mentioned in clause 3 of NIT in connection with EMD. 54.4.2 The purchaser has to pay balance payment within 20 days from the date of notification of acceptance, which is to be issued by BNPM or his authorized representative, in form of Bank draft drawn on any nationalized or recognized bank in favour of same authority as mentioned above. In case of any, default to deposit balance payment, BNPM reserves right to terminate the contract and forfeit the security deposit.

54.5 Disposal Tenders for Security and Sensitive Machinery and Items:

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

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

55. **Development and indigenization Tenders: NOT APPLICABLE**

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

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

55.3 If specified in SIT, The Tenderers may quote separately for
a) Price/rate for bulk supply of item in development/indigenization supplies and
b) Separately, cost of development including cost of pre-production samples. Firms would be paid only for the number of samples specified in the Tender. If he has to manufacture more samples due to failure of earlier one, he would not be paid for it.

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

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

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

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

Suppliers may be allowed.

SECTION II - GENERAL INSTRUCTIONS TO TENDERERS

55.9

Quantity for Development Commitment

In Next three years, after the newly developed firm is able to successfully complete Development orders with +/-5% tolerance, 20% of annual quantity requirement may be reserved for Newly Developed firms.

A newly developed firm would be granted this facility till only three years after completing the initial Development order. However this facility is not a bar to the firm from competing with already established firms for quantities larger than 20% provided their prices and performance so warrant. Thereafter they would have to compete on equal terms with other already developed firms.

55.10

Period of Development Commitment

SECTION III – SPECIAL INSTRUCTIONS TO TENDERERS

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

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

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

Sl. No.	GIT Clause no	Topic	SIT Provision
1	1,2,3,4,5,6, 7	PREAMBLE-Introduction, Language of Tender, Eligible Tenderers, Eligible Goods and Services (Origin of Goods), Tendering Expense, Tender Documents, Amendments to Tender Documents	No Change
2	8	Pre-bid Conference	Pre-Bid meeting will be conducted on 29.01.2025 at 11:00 Hrs through video conferencing/ offline mode whichever is suitable, Bidders interested to participate in Pre-bid meeting will be provided the VC link through email based on request. Interested bidders may send email for participation along with all pre bid queries by 28.01.2025 at 18:00 Hrs at scm.tender@bnpmindia.com . In case any bidder intends to visit BNPM may attend pre bid meeting in person on the same day. Address: Bank Note Paper Mill India Pvt. Ltd., Administrative Building, Entry Gate No. 2, Paper Mill Compound, Note Mudran Nagar, Mysore – 570003.
3	9	Time Limit for receiving request for clarification of Tender Documents	Should not be later than 07 days prior to prescribed date of submission of tender.
4	10,11,12, 13,14,15	Documents comprising the Tender, Tender Currencies, Tender Prices, Indian Agent, PVC Clause & Formula, Alternative tenders	No change except the taxes will be applicable as per GST rules (GIT: Clause 12.7 to Clause 12.13)
5	16	Documents Establishing Tenderer's Eligibility and Qualifications	No Change
6	17	Documents establishing Good's Conformity to Tender document	No Change

SECTION III – SPECIAL INSTRUCTIONS TO TENDERERS

7	18	Earnest Money Deposit (EMD)	<p>Rs. 40,000/-</p> <p><u>For MSE Bidders:</u></p> <p>a) Submission of EMD is exempted for Micro and Small enterprises (MSEs) as per the Public Procurement Policy for MSEs Order, 2018.</p> <p>b) MSEs should be registered and also will continue to remain registered during the tender validity period with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or Directorate of Handicrafts and Handlooms or UDYAM Registered or Any other body specified by Ministry of MSME.</p> <p><u>For Start-up Bidders:</u></p> <p>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.</p> <p>b) Start-ups should be registered with Department for Promotion of Industry and Internal Trade (DPIIT) Bid Security Declaration as per Annexure-D is to be submitted.</p> <p><u>Documents to be submitted:</u></p> <p>i) <u>For MSE Bidders:</u> Valid NSIC / KVIC / KVIB / DIC / UDYAM Registration certificate.</p> <p>ii) <u>For Start-ups:</u> Certificate of recognition issued by DPIIT.</p> <p>iii) Bid Security Declaration as per Annexure-D is to be submitted by bidders claiming exemption to EMD.</p> <p><u>For Non-MSE/Start-up bidders:</u> EMD is to be submitted.</p>
8	19	Tender Validity (120 days in case of two-bid system after the date of tender opening prescribed in the tender document)	No Change

SECTION III – SPECIAL INSTRUCTIONS TO TENDERERS

9	20	<p>Signing and Sealing of Tender</p> <p>Note: The following SIT provision is made with respect the following clause 20.4. Number of Copies of Tenders to be submitted : NIL</p> <p>20.9: E procurement: Permitted.</p>	Only E-procurement
10	21,22,23	Submission of Tenders, Late Tender, Alteration and Withdrawal of Tender	No Change
11	24	<p>Opening of tenders</p> <p>Note: Please read the guidelines for filling up two-part bid tender as mentioned in NIT above which is described in detail w.r.to clause 24.4</p>	No Change
12	25	Basic Principle	No Change
13	26,27,28, 29,30,31, 32,33,34	<p>Preliminary Scrutiny of Tenders, Minor Infirmary / Irregularity / Non-Conformity, Discrepancy in Prices, Discrepancy between original and copies of Tender, Clarification of Bids, Qualification / Eligibility Criteria, Conversion of tender currencies to Indian Rupees, Schedule-wise Evaluation, Comparison on CIF Destination Basis.</p>	<p>Price evaluation to determine L-1 status will be done on the basis of total effective price quoted in Table-1 & Table-2 of price bid format i.e. total price quoted by the bidder for all the line items less input GST. (GIT: Clause 33)</p> <p>No change for other clauses</p>
14	35 to 49	<p>Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders, Tenderer's capability to perform the contract, Tenderer's capability to perform the contract, Cartel Formation / Pool Rates, Negotiations, Contacting BNPMIPL, Award of contract, Award Criteria, Variation of Quantities at the Time of Award, Parallel Contracts,</p>	No Change

SECTION III – SPECIAL INSTRUCTIONS TO TENDERERS

		Serious Misdemeanors, Notification of Award, Issue of Contract, Non-receipt of Performance Security and Contract by BNPMIPL, Return of EMD, Publication of Tender Result.	
15	50 to 55	Rate Contract Tenders, PQB Tenders, Tenders involving Purchaser's and Pre-Production Samples, EOI Tenders, Tenders for Disposal of Scrap, Development / Indigenization Tenders	Not Applicable to this tender

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

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

A. Evaluation criteria for determination of L-1 price: Applicable for Indigenous /Domestic Bidders

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

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

SECTION III – SPECIAL INSTRUCTIONS TO TENDERERS

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

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

- a) Registered/compounding Contractor/supplier should produce GST Invoice containing all the particulars stated in Rule 46 of the CGST Rules, 2017 in accordance with the provisions of Section 31 of the CGST ACT.
- b) The supplier should mandatorily update the invoice details in GSTR-1, details of outward supplies of goods or services within the prescribed time under GST Act.
- c) The Payment shall be made net of TDS as per the provisions of CGST/SGST/IGST Act.
- d) Wherever there is difference in the amount admitted, the supplier may be directed to issue a Credit Note (in case of reduction in the Invoice value)/Debit Note (in case of increase in the Invoice value), and payment shall be released only after the receipt of such Debit or Credit Note.
- e) Supplier should provide the relevant documents to confirm the tax charged on the invoice has been paid to the credit of Government after adjusting with ITC, if any.
- f) Supplier should provide indemnification as follows: “In the event of non-compliances with respect to GST ACT and Rules by the supplier, the supplier should refund the GST liability within 10 days from the date of GST reversal in GSTRN failing which the purchaser shall recover the GST amount from the retention amount (whether in BG or in Cash) held by the company”.

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

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

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

SECTION IV – GENERAL CONDITIONS OF CONTRACT

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

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

1.1. Definitions and Interpretation:

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

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

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

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

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

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

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

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

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

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

a) The consignee at his premises or

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

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

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

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

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

xiii.) Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.

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

xv.) Terms and expressions not defined herein shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.

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

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

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

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

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

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

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

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

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

xxv.) "Day" means calendar day.

1.2. Abbreviations:

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

"BG" Bank Guarantee

"BL or B/L" Bill of Lading

"CD" Custom Duty

"CIF" Cost, Insurance and Freight Included

"MD" Managing Director

"CPSU" Central Public Sector Undertaking

"CST" Central Sales Tax

"DDO" means Direct Demanding Officer

SECTION IV – GENERAL CONDITIONS OF CONTRACT

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

“DP” Delivery Period

“ECS” Electronic clearing system

“ED” Excise Duty

“EMD” Earnest money deposit

“EOI” Expression of Interest (Tendering System)

“ERV” Exchange rate variations

“FAS” Free alongside shipment

“FOB” Freight on Board

“FOR” Free on Rail

“GCC” General Conditions of Contract

“GIT” General Instructions to Tenderers

“GST” Goods and Services Tax which will replace Sales Tax

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

“Incoterms” International Commercial Terms, 2010 (of ICC)

“L1, L2 etc” First or second Lowest Offer etc.

“LC” Letter of Credit

“LD or L/D” Liquidated Damages

“LSI” Large Scale Industry

“NIT” Notice Inviting Tenders.

“NSIC” National small industries corporation

“PQB” Pre-qualification bidding

“PSU” Public Sector Undertaking

“PVC” Price variation clause

“RC” Rate contract

“RR or RIR” Railway Receipt

“SBD” or “T Document” (Standard) BID / Tender Document

“SCC” Special Conditions of Contract

“SIT” Special Instructions to Tenderers

“BNPM” / Purchaser Bank Note Paper Mill India Private Limited

“SSI” Small Scale Industry

“ST” Sales Tax

“VAT” Value Added Tax

2. Application

2.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract (SCC) prescribed under Section V of this document.

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

2.3 Other Laws and Conditions that will govern the Contract:

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

a) Indian Contracts Act, 1872

b) Sale of Goods Act, 1930

c) Arbitration and Conciliation Act, 1996

d) Competition Act, 2002 as amended (Amendment Act), 2007

e) Contractor’s Tender Submissions including Revised Offer during Negotiations if any

f) Conditions in other parts of the Tender Documents

g) Correspondence including counter-offers if any; between the Contactor and BNPM during the Tender Finalization

h) Notification of award and Contract Documents

i) Subsequent Amendments to the Contract

j) Any other applicable law/ regulation

3. Use of contract documents and information

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

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

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

3.4 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 3.1 above shall remain the property of BNPM and, if advised by BNPM, all copies of all such documents shall be returned to BNPM on completion of the supplier’s performance and obligations under this contract.

4. Patent Rights

4.1 The supplier shall, at all times, indemnify BNPM, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against BNPM, BNPM shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to BNPM.

5. Country of Origin

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

SECTION IV – GENERAL CONDITIONS OF CONTRACT

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

6. Performance Bond/ Security

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

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

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

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

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

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

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

7. Technical Specifications and Standards

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

8. Packing and Marking

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

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

8.3 Packing instructions:

Unless otherwise mentioned in the Technical Specification and Quality Control Requirements and in SCC under Volume I, the

supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

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

9. Inspection and Quality Control

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

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

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

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

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

9.6 If the supplier renders the goods to BNPM’s inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to BNPM under the terms & conditions of the contract.

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

SECTION IV – GENERAL CONDITIONS OF CONTRACT

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

10. Terms of Delivery

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

11. Transportation of Goods

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

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

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

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

12. Insurance

12.1 Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

12.2 In case of supply of domestic goods on CIF destination basis, the supplier shall be responsible till the entire stores contracted for arrives in good condition at the destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier in its own name and not in the name of BNPM or its Consignee.

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

12.4 In case of Import of Goods, even in case where the insurance is paid by the Purchaser, and loss or damage shall be made good by the Contractor free of cost, without waiting for the settlement of insurance claim. The payment after settlement of insurance claim shall be reimbursed by the Purchaser to the Contractor. Contractor shall be entirely responsible to make good loss/damage without waiting for settlement of insurance claim so that machine is commissioned within the time specified in the contract.

13. Spare parts

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

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

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

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

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

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

14. Incidental services

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

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

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

c) Installation and commissioning of the goods

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

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

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

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

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

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

15.2 For Domestic Goods, including goods already imported by the supplier under its own arrangement Within 24 hours of despatch, the supplier shall notify BNPM, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post/speed post (or as instructed in the contract):

a) Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value

b) Packing list

c) Insurance certificate

d) Railway receipt/Consignment note

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- e) Manufacturer's guarantee certificate and in-house inspection certificate
- f) Inspection certificate issued by BNPM's inspector, if applicable
- g) Expected date of arrival of goods at destination and
- h) Any other document(s), as and if specifically mentioned in the contract.

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

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

16. Warranty

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

16.2 This warranty shall remain valid for twelve months after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by BNPM in terms of the contract or for fifteen months from the date of despatch of the last item to be supplied under the contract from the supplier's premises for 25ulfil25cc goods (including goods already imported by the supplier under its own arrangement) or for eighteen months from the date of shipment from the port of loading in the source country for imported goods offered from abroad, whichever is earlier, unless specified otherwise in the specifications.

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

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

16.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/ replaced goods shall be extended

to a further period of twelve months from the date such rectified/ replaced goods starts functioning to the satisfaction of BNPM.

16.6 If the supplier, having been notified, fails to rectify/replace the defect(s) within a reasonable period (or within the period, if specified in the SCC), BNPM may proceed to take such remedial action(s) as deemed fit by BNPM, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which BNPM may have against the supplier.

17. Assignment

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

18. Sub Contracts

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

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

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

19. Modification of contract

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

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

19.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the Supplier doesn't agree to the adjustment made by BNPM, the supplier shall convey its views to BNPM within twenty one days from the date of the supplier's receipt of BNPM's amendment/modification of the contract.

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

20. Prices

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

21. Taxes and Duties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a) Original Invoice

b) Packing List

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

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

e) Manufacturer's test certificate

f) Performance/ Warrantee Bond

g) Certificate of Insurance

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

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

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

k) Any other document specified.

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

22.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of

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Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:

- a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
- b) Delay in supplies, if any, has been regularized.
- c) The contract price where it is subject to variation has been finalized.
- d) The supplier furnishes the following undertakings:

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

23. Delay in the supplier's performance

23.1 The time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be the essence of the contract and the supplier shall deliver the goods and perform the services under the contract within the time schedule specified by BNPM in the List of Requirements and as incorporated in the contract.

23.2 Subject to the provision under GCC clause 28, any delay attributable to the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions besides any administrative action:

- a) Imposition of liquidated damages
- b) Forfeiture of its performance security and
- c) Termination of the contract for default.

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

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

- a) BNPM shall recover from the supplier, under the provisions of the clause 24 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
- b) That no increase in price on account of any ground whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be

admissible on the said goods and services delivered and performed after the date of the delivery stipulated in the contract.

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

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

24. Liquidated damages

24.1 Subject to GCC clause 28, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, BNPM shall, without prejudice to other rights and remedies available to BNPM under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% (Half) percent (or any other percentage if prescribed in the SCC) of the delivered price of the delayed goods and/ or services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% (or any other percentage if prescribed in the SCC) of the delayed goods' or services' contract price(s). During the above mentioned delayed period of supply and/ or performance, the conditions incorporated under GCC sub-clause 23.4 above shall also apply.

24.2 Liquidated Damage for not meeting performance guarantee shall be assessed and recovered from the Supplier, if applicable. The quantum of Liquidated damages shall be as specified in SCC.

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

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

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

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

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

26. Termination for default

26.1 BNPM, without prejudice to any other contractual rights and remedies available to it (BNPM), may by written notice

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of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by BNPM pursuant to GCC sub-clauses 23.3 and 23.4.

26.2 In the event of BNPM terminates the contract in whole or in part, pursuant to GCC sub-clause 26.1 above, BNPM may procure goods and/ or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the supplier and the supplier shall be liable to BNPM for the extra expenditure, if any, incurred by BNPM for arranging such procurement.

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

27. Termination for insolvency

If the supplier becomes bankrupt or otherwise insolvent, BNPM reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and I or will accrue thereafter to BNPM.

28. Force Majeure

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

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

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

29. Termination for convenience

29.1 BNPM reserves the right to terminate the contract, in whole or in part for its (BNPM's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of BNPM. The notice shall also indicate inter-alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

29.2 The goods and services which are complete and ready in terms of the contract for delivery and performance

within thirty days after the supplier's receipt of the notice of termination shall be accepted by BNPM following the contract terms, conditions and prices. For the remaining goods and services. BNPM may decide:

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

30. Governing language

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

31. Notices

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

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

32. Code of Ethics

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

- a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- b) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- c) "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non-competitive levels; and
- d) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property, procurement process or affect the execution of a contract.
- e) A particular violation of ethics may span more than one of above mentioned unethical practices.

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

- a) A proposal for award will be rejected if it is determined that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.
- b) A contract will be cancelled if it is determined at any time that BNPM representatives/officials have directly or indirectly, engaged in corrupt, fraudulent collusive or coercive practices during the procurement or the execution of that contract.

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

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

33. Resolution of disputes

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

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

34. Applicable Law

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

34.2 Irrespective of the place of delivery, or the place of performance or the place of Payments under the contract, the contract shall be deemed to have been made at the place from which the notification of acceptance of the tender has been issued.

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

35. Secrecy

35.1 The Contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, have full knowledge of the Official Secrets Act and any regulations framed thereunder.

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

35.3 Any breach of the aforesaid conditions shall entitle the Purchaser to cancel the contract and to purchase or authorise the purchase of the stores at the risk and cost of the Contractor, In the event of such cancellation, the stores or parts manufactured in the execution of the contract shall be taken by the Purchaser at such price as he considers fair and reasonable and the decision of the Purchaser as to such price shall be final and binding on the Contractor.

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

36. Disposal / Sale of Scrap by Tender

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

36.2 Payment and Default

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

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

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

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

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

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

36.3 Deliveries, Delays and Breach of Contact

36.3.1 The Title of goods or material sold shall not be deemed to have been passed to the Purchaser / Bidder until and unless the full and final payment has been made by the purchaser, in accordance with the contract to the BNPMIPL and the authorized Officer has issued the Delivery Order in favour of the purchaser. The materials sold may be removed from the premises only on production of the cash receipt for the payment and a delivery order from the Officer authorized by the BNPMIPL.

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

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

36.3.4 No delivery of or materials sold shall be given on Sundays, Gazetted holidays and other shall holidays observed by BNPMIPL. The delivery of the goods or material shall be effected from the premises concerned only during its normal working hours. In order to complete the delivery within the working hours all loading must cease half an hour before the normal closing time of

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the concerned premises. The decision of the BNPMIPL with regard to the working hour shall be final and binding on the purchaser. Purchaser will not be allowed to lift the Scrap Material from more than one location at a time.

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

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

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

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

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

36.3.10 If the purchaser makes slow progress with his contract and the BNPMIPL is of opinion that he may fail to 30ulfil the contract within the time specified in the conditions of sale, it will be lawful for the BNPMIPL to cancel the whole contract or such portion thereof as may not have been completed and the BNPMIPL shall be at liberty to dispose off the goods in any manner at the risk and expense of the purchaser.

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

36.3.12 If the purchaser makes default in complying with any of the condition of the contract, the sale of lot or lots in respect of which such default is made may be cancelled and such lot or lots may be put up again for sale and in such an event if a lower price is offered and accepted for such lot or lots then the purchaser shall be liable to pay the difference in price thereof together with all expenses occasioned by such resale in default to the BNPMIPL provided further

that the purchaser in default shall not be entitled to claim any profit which may arise from such resale.

37. Integrity Pact

37.1 If the tender value is above 5 crore, the Contractor shall sign the Integrity Pact as per the prescribed format (Section XX).

SECTION V – SPECIAL CONDITIONS OF CONTRACT

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

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

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

Sl. No.	GCC Clause No.	Topic	SCC Provision
1	1 to 5	Definitions; Interpretation and Abbreviations, Application, Use of contract documents and information, Patent Rights, Country of Origin	No Change
2	6	Performance Security	a) Within 21 days of issue of LOI/WO/PO, successful bidder shall submit bank guarantee towards performance security equivalent to 5% of total value of contract. Bank Guarantee shall be valid till completion of all contractual obligations including warranty period and two months claim period thereafter. b) AMC period: Successful bidder shall submit 5% of the total contract value of individual AMC period (after completion of warranty period) as Security Deposit/ Performance Security in form of PBG to BNPMIPL within 21 days of issue of WO/LOI. PBG should be valid till successful completion of AMC period and two months claim period thereafter. c) For extension of AMC period in successive years, PBG is to be extended accordingly with applicable amount. d) Security Deposit / Performance Security will be forfeited if the successful tenderer fails to execute the assigned order as per the requirement of company.

SECTION V – SPECIAL CONDITIONS OF CONTRACT

3	7 to 15	Technical Specifications and Standards, Packing and Marking, Inspection and Quality Control, Terms of Delivery, Transportation of Goods, Insurance, Spare parts, Incidental Services, Distribution of Dispatch Documents for Clearance/ Receipt of Goods	No Change.
4	16	Warranty	12 months from the date of issue of Final Acceptance Certificate by BNPM
5	17 & 18	Assignment, Sub Contracts	No Change
6	19	Modification of contract	No Change
7	20 & 21	Prices, Taxes and Duties	GST as applicable shall be quoted. Also, refer point 13.
8	22	Terms and Mode of Payment	As mentioned in Clause No.04 (Section-I Notice Inviting Tender) Payment shall be done in INR only.
9	23 to 32	Delay in the supplier's performance, Liquidated damages, Custody and Return of BNPM's Materials/ Equipment/ Documents loaned to Contractor, Termination for default, Termination for insolvency, Force Majeure, Termination for convenience, Governing language, Notices, Code of Ethics	Clause no. 26 of GCC to be read along with point no. 14 No Change for other clauses
10	33	Resolution of disputes	Arbitration proceedings will be held at Mysuru and venue of arbitration will be Mysuru.
11	34-35	Applicable Law, Secrecy	Courts of Mysuru shall alone have Jurisdiction to decide on any dispute arising out or in respect of the contract (GIT: Clause 34.3) Others clauses no change
12	36-37	Integrity Pact, Disposal / Sale of Scrap by Tender	Not Applicable

SPECIFIC TERMS AND CONDITIONS OF CONTRACT:

13. Rejection Replacement: In case material supplied is not meeting our specification will be rejected outright and the rejected material shall be taken back within 7 days at the cost and risk of the supplier and replacement shall be made within 15 days from the date of intimation. No payment shall be made for rejected item. If the material is not taken back within the stipulate period, BNPM reserves the right to dispose-off the material at the risk and expense of the vendor as per provision under Section IV: General conditions of contract.

SECTION V – SPECIAL CONDITIONS OF CONTRACT

14. Risk Purchase Clause: If the supplier fails to abide by the terms and conditions of this agreement, or fails to supply the material / service as per the delivery schedule or any time repudiates the contract, the purchaser will have the right to

a) Procure the tender item / render service from other agencies at the risk and cost of the supplier. The cost difference between the alternative arrangement and existing contract value wherein default has been made will be recovered from the supplier along with the other incidental charges.

In case of procurement through alternative sources, if procurement price is lower than the existing contract value wherein default has been made, in such case no benefit on this account will be passed on to the supplier.

b) Forfeit the security deposit amount.

Due to obvious security reasons, the staff deployed by the successful bidder must adhere to all rules and regulations and security restrictions as prescribed by the BNPM from time to time.

15. Vendor Performance: Vendor shall be evaluated for their performance. The performance shall be based on timeliness of deliveries, quality of the material supplied, technical support, quality of after-sales service if any, replacement of the defective material if any, responsiveness etc.

Based on the above criteria, the vendor shall be rated in category “A”, “B” & “C”. The vendor with rating “C” shall be disqualified/debarred from participating in the tender for certain period.

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

*MSEs should have valid Udyam Registration Certificate to be eligible for consideration under preference for Micro and Small Enterprises (*MSEs).

17. Against receipt of the following notification through email from tenderwizard portal, bidder must resubmit the bid even if the bidder has already submitted the bid through tenderwizard portal.

Notification: If you have already submitted the tender, then ensure that you resubmit the tender. Else, your bid may be liable to be auto disqualified by the system. And service provider holds no responsibility for the same. In case, you are yet to submit the tender, then please ensure that you submit it before the tender closing time.

18. Submission / resubmission of the bid is the responsibility of the bidders only. Bidder should check and confirm at their end regarding the submission/ resubmission of their bid till the due date & time of bid submission. BNPM / Keonics/ Tenderwizard will not be responsible for non-submission/ non resubmission of any bid.

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

SECTION VI – LIST OF REQUIREMENTS

List of Requirements:

S. No.	Brief Description of Goods / Services	Tentative Quantity (with	Earnest Money Deposit	Remarks
PART -A: Website development			Rs. 40,000/-	Refer Section-VI-List of requirements and Section VII- Technical specifications and Scope of Work
1	Development, Implementation and maintenance of BNPM Website which is inclusive of 1 year warranty period and 04 Years of AMC.	01 Lot		

TIME SCHEDULE FOR COMPLETION (Project Timeline.)

S. N	Stage	Primary Deliverables	Timeline	Payment Schedule
PART-A (S. No:1-6)				
1	Stage 01: System Study: Conduct System Study, Gap Analysis and BPR required, Preparation of SRS, FRS and finalizations of SRS, Sign off Software Requirement. Submit the SRS (Software Requirement Specification) document to BNPM for a signoff.	SRS, UI Design, Test Plans & Project Schedule.	4 (Four) weeks from date of issuance of Work Order	50 % of PART-A
2	Stage 02: Revamping, Designing, Customization & Development of the Software & Deployment in Staging Environment. Email Gateway integration, integration with other selected applications through webservices.	Design, Development, Customization, deployment, Integration, Change Management.	8 (eight) weeks after the signoff of Stage 01	
3	Stage 03: UAT & Sign-off	End to end test scenarios and test cases, defect report, execution evidences & summary report.	02 (Two) weeks after the signoff of Stage 02	
4	Stage 04: Security Audit through Cert-In empanelled Security Auditor & Closure of all Vulnerabilities /open issues.	Completion of Security Audit & submission of Safe-to-Host certificate by Cert-In empanelled Security Auditor.	03 (three) week after the signoff of Stage 03	
5	Stage 05: Training & Hand holding with full deployment documentation. One-time onsite training may be provided to 06 BNPM representatives.	User Manual, System Manual, Training Material, etc.	1 (one) week after the signoff of Stage 04	
6	Stage 06: Commencement of Warranty period	Starts after go-live	1 Year	

SECTION VI – LIST OF REQUIREMENTS

PART-B				
7	Commencement of AMC for first year	Starts after warranty period	1 Year	Quarterly Basis after the end of each quarter
8	Commencement of AMC for Second Year	Starts after 1st year AMC	1 Year	
9	Commencement of AMC for Third year	Starts after 2nd Year AMC	1 Year	
10	Commencement of AMC for Four year	Starts after 3rd Year AMC	1 Year	

1. Required Delivery Schedule: Successful bidder shall complete entire scope of work within 18 Weeks from the date of issue of PO/WO/LOI (Whichever is issued earlier) at BNPM Plant, Mysuru.

2. Required Terms of Delivery: F.O.R Basis, BNPMIPL, Mysuru as per the specification given in Section VII and Price bid should be as per Section XI.

Address:

Engineering Stores
Bank Note Paper Mill India Private Limited
Paper Mill Compound
Note Mudran Nagar,
Mysuru – 570 003

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

SECTION VII – TECHNICAL SPECIFICATIONS and SCOPE OF WORK

Scope of Work: BNPM Website Development

Introduction to the project:

The purpose of this document is to invite a suitable party for “Development, Implementation & Maintenance of BNPM Website” and to provide comprehensive post go-live support for four (4) years after the expiry of warranty period (1 Year from Go-Live date) on any one of Ministry of Electronics and Information Technology (MeitY), Government of India, approved clouds having data centre in India only.

Present Website Link: <https://www.bnpmindia.com/>

Vision of Design for the Website:

BNPM plans to have a dynamic state-of-the-art Website which would actually reflect various functions, activities & profile. The proposed site shall blend up-to-date information, current data & information that can go lively. The purpose is also having an improved look & feel with latest design features & elements. The website should be elegant and uncluttered in look, and user friendly in its layout design and content along with secured against all the OWASP top threats.

Technology & Infrastructure:

Below are the mentioned Technology & Infrastructure required, which should be used for proposed Website Development. All the Licences/ software/ databases shall be enterprise level and comply with all the OEM regulations & shall be purchased in the name of BNPMIPL.

For all the below mentioned, Bidder needs to consider all the financials / cost while bidding for the tender. Bidder is required to take the approval for the selection of the Technology & Infrastructure before commencement of the work. All the Evidences for the supply/selection/procurement required shall be produced to BNPM IT Team to confirm the compliance of tender specification.

S. No	Parameters		
1.	Technical framework & Technology Stack	Server-Side Technology / programming Language/ Framework	PHP (Laravel) / ASP .NET with C# (MVC / Core) Note: Custom built CMS required, readily available CMS like WordPress, Drupal Etc. will not be accepted.
		Client-Side Technology / Framework	HTML5, Css3, Bootstrap
		JavaScript Framework	REACT JS / Angular JS using REST APIs.
		Version Control Repository (Name of Tool)	GitHub / Bitbucket / GitLab or Similar
2.	Database & Data Caching		Enterprise class DB with latest version to be used with appropriate Licencing compliances. (DB storage capacity not to be limited)
3.	Operating System & web server with version		Enterprise class OS & Web server with latest version to be used with appropriate Licencing compliances.
4.	VPS & Infrastructure Requirement		MEITY Approved Tier 4 Data Centre with 4C facility, hosted in India with below minimum capacity: 8 Core vCPU 32 GB RAM 500 Gb Effective Storage with SSD

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5.	Security Infrastructure (Complete details required) For exp: if WAF then what type, If DDOS & AV then what type along with OEM & throughput details.	SSL certificate Details	Wildcard EV SSL with unlimited subdomain from Digicert / Globalsign with active support till AMC Phase.
		DDOS protection & Firewall	Layer 3 and 4 Protection – Attacks like SYN/UDP floods, reflection attacks etc.
		Web Application Firewall	Cloud based configurable Layer 7 Protection required.
		Antivirus Solution	Enterprise-wide Antivirus solution
		Web Security	Sitelock (Min 100 pages scan)
6.	Security Audit from Cert-IN empanelled vendor		Every year once till AMC Phase
7.	Email gateway integration for OTP and transaction alert		Integration with existing BNPM Email environment.
8.	Website performance / Monitoring / Health Check		Report for all the listed parameters shall be submitted every month by means of reputed tool (Uptime / Gtmetrix / Site 24*7 or Similar).
9.	Backup & Archival Requirement		Daily Automatic backups with minimum 2 weeks of retention period following below minimum parameters: RPO – 4 hours, RTO – 4 hours.
10	Secure FTP site requirement till 50 Gb usable space.		Freeware application should not be used.
11	Managed public IP free from any blacklisting & proper DNS Management Website to be given to publicly host BNPM applications.		

Please note: All the pricing for the above-mentioned Infrastructure (Hardware, Software, Licences, Subscription, OEM Support, Tools, Services, third party Audit Etc.) to be included in the price bid of this tender till AMC Phase. No separate payment will be made by BNPM for any above-mentioned services & infrastructure.

SECTION VII – TECHNICAL SPECIFICATIONS and SCOPE OF WORK

BNPM Official Website Requirement:

The prospective bidders are advised to go through the existing BNPM website in order to have an idea about the functionalities and features hosted on the website. **It should be well understood that the existing BNPM official website functionality will be part of the scope of work not limited to features mentioned below.**

Scope of work is subject to change in the requirement gathering as per the user departments.

The website will be based on a custom-built Content Management System. Facility to update content by multiple users from anywhere through browser based administrative module using WYSIWIG (what you see is what you get) editing tools allowing non-technical users to create and edit content.

- Separation of Design and Content – content to be stored in the database and designed to be controlled by the use of cascading style sheet (CSS). Separate CSS for use with Internet Browsers and Mobile Browsers.
- CMS system should support role-based access control.
- The CMS site shall be able to create microsites/Websites within a main site as well.
- Menu Management – Ability to add, move, delete, modify menus on the website.
- BNPM website should be SEO optimized website and SEO optimization would be taken considerably under maintenance procedure as well.
- Content Searching and Sitemap feature is required in BNPM website.
- Multi-lingual content – Ability to create content in multiple languages. It is expected that the basic site will be in English and Hindi. If content is not translated, the link should show English content by default. Ability to add more languages in future.
- Website should be complied on GIGW latest version and to maintain the same during contract period.
- To manage content in multilingual format (Hindi & English) through CMS (Content Management System).
- The platform should be scalable and hence modular in nature, so that, any enhancements in future (like payment gateway, Recruitment Website, e-tendering Etc.) are easily possible.
- Migration of data from current BNPM website.
- Web Application Audit along with Source Code review will be performed by internal or any third-party auditors, where the GAPS / BUGS identified shall be resolved by the bidder as per the recommendations in the earliest time within Warranty & Support phase.
- Documentation of Source Code along with Administration/User Manuals needs to be submitted.
- The project will be treated as "complete" only if: Security Audit (from CERT-IN empaneled agency) compliance certificate as per GIGW and handover to the BNPM is completed. Final Source code along with Security Audit Certificate of the project along with detailed documentation and IPR (Intellectual Property Rights) is to be transferred to BNPM.
- Open standards compliant- can integrate with other Applications already running in BNPM.
- Any software, data, awards, certificates, patent, etc. shall be absolute property of BNPM.
- The source code supplied to BNPM shall at all times be a complete, accurate, and up-to- date copy corresponding exactly to the current production release of the Website.
- Design, development and demos shall be conducted in the Vendors IT infrastructure.
- Maintain the Website and provide /develop additional features as and when required by BNPM team for customizing the program based on BNPM needs.

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Some of the high-level functions for Website are illustrated as per below:

Notices & Circulars:

All notices & circulars originating from BNPM should be listed here. The notices and circulars should be listed date-wise. All notices and circulars would have a valid date and after date expiry it would be automatically moved to archives section under notices & circulars.

Forms & Downloads:

All forms originating from BNPM offices would be listed under various categories under forms & download sections. The supported format for all would be pdf and Word file. For each file, brief description along with size of file would be mentioned. Here also these forms would have a valid date and after expiry of valid date, it would be automatically moved to archives section under forms & downloads.

Media Centre:

Press Release: All press releases from BNPM would be listed under this section.

Photo/Video Gallery: Event- Wise photographs/videos would be listed under this section. Each photograph/video would have a brief description. All photographs should be listed in thumbnail size & on clicking on the photograph it should be opened in a new window with original size.

Events Calendar: List along with details of all forthcoming events should be mentioned under this section. When the date of event passes on the event would automatically be moved to archives section under events.

Vendor Registration:

In this section, BNPM Vendors will be able to register with company by filing forms & uploading the required document. Once registered, vendor should get unique ID, Website should also be able to give the status of the completion of their registration or any feedback.

Tenders:

Here, the visitors to the site should be able to view the tenders pertaining to BNPM. The visitor should have the option to sort the tender's category-wise & date of expiry- wise. If a corrigendum is issued for the tender, then it should be listed below that tender. On the expiry of the last date of submission the tender should be moved to archives section of Tender's section. Also cancelled tenders should be listed under cancelled tenders' section under Tenders.

Career & Recruitments:

Here the visitors to the site should be able to view all job notifications of the BNPM. Complete details as to how to apply, where to apply, eligibility criteria and last day of submission should be listed here. On expiry of the last date of submission the job opening should be moved to the archives within recruitments. This section will also furnish the information related to any recruitment results or news. For some of the recruitments, applicant should be able to apply for the job by submitting online application as per below:

1. The activities relating to submission of online application shall be in three categories viz.
 - I. **On-Line Application for specific recruitment:** This is to facilitate the candidates to submit the application and upload their photograph, documents/proof etc., in the Website. The candidate should have the provision to print the submitted application with unique acknowledgement / application number.
 - II. **Payment Gateway:** The proposed on-line application system would have facilities for online payment towards application fee.
 - III. **MIS reports generation**
2. Proposed web application Website should be able to create/edit custom/dynamic list of fields / questionnaires as part of online application submission for respective recruitment.
3. Creation of any field / question for the online application should be done from the CMS / admin Website in user friendly manner where it should be possible to incorporate validation / allow to upload document Etc.
4. Email Alert is required for the system where applicant & Admin should get the notification with unique application no.

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5. HR Dept. should be able to clearly identify the respective recruitment data with all the details & documents for each individual application in best user friendly manner.
6. Implementation of complete audit trail for the online application is required to be implemented.
7. Integration of Payment gateway is required, where in case of any payment disruption / failure, admin should be able to generate report and do the reconciliation if required.
8. Proposed web application should be able to generate various relevant MIS reports as per the requirement of HR dept.

Investment Module functionality and Requirement:

BNPM invests money with different banks based on the best interest rates offered to them. This is to facilitate banks to participate in bidding to quote with their best interest rates for different investments with ease and transparency.

Front-end facility for Banks / Financial Institutes

1. Facility for Banks to get registered through vendor Registration link under **financial institutions** category and only these registrations shall be visible to finance department authorised users.
2. Form may contain following parameters
 - a) Name Of Bank /Org
 - b) Address, Contact No
 - c) Name of the key personnel and Designation
 - d) Landline No and Email id
 - e) Net Worth as per last balance sheet, (Net worth of Bank as per the latest audited balance sheet)
 - f) RTGS Code for transfer of funds and Account Number
3. Banks must have option to reset password through their registered mail id.

Back-end facility for BNPM

1. Every Bank registration form submitted shall be approved/rejected by Finance & Accounts department along with remarks from respective login.
2. Upon assessment and acceptance of vendor registration, username along with temporary password shall be sent to bank's registered email.
3. Facility for BNPM to register on behalf of any Bank from back-end.
4. Facility to Group banks.
5. Facility for BNPM to see the investment bids submitted only after the closing time of any investment bid. However only the list of banks participated should be visible to BNPM.
6. Report generation with filters like duration, banks, etc. filter should be possible.
7. BNPM Administrator should be able to do Password management.

Investment link Management

1. Facility to Create & Schedule Investment Link with start time and end time.
2. Investment links created shall be shared/notified with selection of individual banks/groups.
3. On clicking the investment link, it must redirect to login page followed by to the investment bid page.
4. Investment link may contain quote with option to upload bid.
5. The same shall be checked by banks by directly logging into Website which will contain all the active and live investment links broadcasted to them.

If any bid is cancelled, when it is 'live', it should be possible to notify vendors regarding cancellation

Archival Facility:

BNPM Proposed Website should be able to provide separate sections for archival to segregate the older data wherever required.

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News/Announcements:

Any new event/news related to BNPM will be shown here.

Related Links:

Links to other government websites & web applications should be provided under this section.

Frequently Asked Questions: This section should list frequently asked questions along with the answers to those questions. The administrator should also have the option to link the feedback form from visitors with FAQ's section.

Contact US: This option gives the Contact address details as well as contact us form, by which any person can reach us with their issue/information on our dedicated email ID.

Feedback: The visitor to the website should be able to post feedback through the website. The feedback can be general feedback, feedback on content etc.

Full Text Search: Full text search should be provided in the website for all the content entered through the CMS. On entering any keyword, the system should search in all links, sub- links & sub sub-links & provide information where the word is present.

Information Collection:

The vendor will ask BNPM for collection of information and pictures from the different departments initially, apart from those that are available on the existing website. The vendor will be supposed to inform the BNPM IT Team about the updates that are required to be made during the maintenance period.

Administrator Section:

Links: Administrator should be able to add/ delete the links pertaining to Hindi/ English in the website at any point of time from any location. The control for the same should be user friendly that a simple data entry operator should be able to update the links. There should be three types of links: file, URL & content. Also, the administrator should be able to set the order in which the links should appear in the website.

Page Title: For each link created the admin would specify the title of page.

Link Validity: For each link created the admin should specify the date by which the link expires. The default value should never expire.

Ownership: For all the content the admin should specify the source of the content & owner of the content.

Content Structure: The admin should be able to add links in the website. Now each link can be a main link. At the same time, it can be a sub-link to some other link. Also, simultaneously it can be a sub-link level 2. Thus, achieving complete flexibility.

Tenders: Through this section the administrator should be able to add/ delete/modify the tenders originating from the BNPM. The admin should have the option to add corrigendum for the tender and also cancel or altogether delete the tender.

Feedback Management System: The Admin should be able to view all feedbacks received for a particular date or for duration. Now the admin would be able to send the reply for the same & email should be sent to the visitor's email address.

Circular: Through this section administrator of the site should be able to add/edit/ delete the circulars pertaining to the BNPM on the website in both the languages.

Photo Gallery: Through this section the administrator should be able to add/ update the categories in the website & would further be able to add/ delete/ modify the photographs pertaining to that category in the website.

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Downloads: The administrator should have the option to add/ delete/ modify the files pertaining to download section.

Email Integration & Support: BNPM is currently having in-house Email server which is running in on premise exchange platform. Bidder is required to do proper MX/A/PTR configuration at subdomain level (mail.bnpmindia.com). Any query related to IP level configuration for email server shall be asked by the bidder from BNPM Technical team prior to financial bid only. Additionally, BNPM requires a customised webmail page design for OWA for which link shall be shared on the website.

Access to Visually Impair:

The contents of the website should be readable using any Screen access Reader Software to the Visually Impaired users.

The above requirement is only high level and subject to vary upon detailed business analysis & SRS preparation.

Scope of Services – Overview:

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

1. Project Implementation Phase

2. Warranty & Annual Maintenance Support Phase

1. The first phase. viz Implementation Phase broadly covers the following scope:
 - a) Project Overall Governance Planning and Management.
 - b) Application Development:
 - I. Requirement Study & Analysis
 - II. SRS Preparation & sign-off
 - III. Design & Development
 - IV. Data Digitization & Migration (Existing Website & vendor data to be migrated)
 - V. User Acceptance Testing
 - VI. Backup – Restoration Capability Testing
 - VII. Pilot Implementation & sign-off
 - VIII. Security & Performance Audit by CERT-IN Empaneled agency
 - IX. Submission of required Deliverables
 - X. Go Live

2. The AMC Phase scope covers the maintenance of all components of the project for a period of 4 years post Go-Live including 1 year of warranty period. The broad scope are as follows:
 - I. Post Implementation support services
 - II. Application Support and Debugging, change requests
 - III. Fresh Customizations / Developments
 - IV. Annual Maintenance Services (through leveraging of secured Cloud Enabled Platform)
 - V. Annual Technical Support
 - VI. Handholding support
 - VII. Annual Security Audit by CERT Empaneled vendor.
 - VIII. Remediation / Bug fixing post Audit (Whenever done by any third-party Audit)
 - IX. SLA monitoring & reporting
 - X. Capacity building (Refresher Training & New Audience Training)

Scope of Services – Project Implementation Phase

This Implementation phase starts from the date of issue of LOI/PO/WO to the Bidder till the date of Go-Live. The Bidder has to design, develop, migrate, install, test, acquire certifications & implement the end-

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to-end integrated solution for BNPM Website as per the detailed technical and functional specifications and schedule of requirements given in this tender.

- The Bidder has to supply & commission the necessary Compute & Support Infrastructure through leveraging of secured Cloud Enabled platform as per the tender requirements so that web-based Applications can be made operational.
- The Bidder shall facilitate the respective departments in sharing the data template / structures in which the historic manual data needs to be digitized, so that there are no challenges during migration. The legacy databases shall be revamped and migrated to the envisaged end-to-end Application.

Project Overall Governance Planning and Management

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

All the plans and frameworks prepared by bidder during the Contract period need to be approved by IT department or the pertaining respective departments.

The Bidder shall submit the following deliverables as part of the Project Implementation:

System Study and Design

The Bidder shall carry out a detailed systems study to understand the Functional Requirements Specifications and formulate the System and Software Requirements Specifications documents incorporating the functional specifications and standards approved by IT department or the pertaining respective Departments. Bidder is required to deploy Business Analyst along with Project manager On Premise in Mysuru for minimum 3 days to carry out system study along with requirement gathering.

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

Requirements Traceability Matrix

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

Project Documentation

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

Project documents include but are not limited to the following:

- Updated As-Is, To-Be document
 - a) Updated/vetted FRS document.
 - b) Requirements Traceability Matrix.
 - c) SRS Document.

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d) User and Operational Manual for Applications.

- Detailed Design documents shall include -
 - a) Technical Architecture Document (Application, Network, Security).
 - b) Database architecture, including defining data structure & data dictionary.
 - c) All Test Plans.

Unit Testing

Once the application is developed, bidder shall carry out a thorough unit testing of all the modules developed. The inputs for this activity will be the design documents approved by BNPM Authority / concerned Department.

Interoperability Standards

The Applications to be developed by the Bidder under the current scope of the tender shall be interoperable with the existing applications of the departments.

SI should ensure that the code does not build a dependency on any proprietary software, particularly, through the use of proprietary „stored procedures“ belonging to a specific database product.

Scalability

One of the fundamental requirements of the proposed solution is its scalability. The architecture should be proven to be scalable (cater to increasing load of internal and external users and their transactions) and capable of delivering high performance.

Security

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

The security services used to protect the solution shall include:

- Identification, Authentication, Access Control, Administration, Audit and support for industry specific standard protocols.
- **Industry standard encryption mechanism to be used for storing passwords and other keys.**
- The solution shall support advanced user authentication mechanisms including digital certificates & multi factor authentication (Email).
- **Role based Access control with appropriate monitoring mechanism with alert mechanism to be provided. For example, if anyone tries to login in the production database or with super user rights alert should be generated to the BNPM authorities.**
- **Audit trial logs to be generated & provided for all the systems / infrastructure with appropriate information, which will be used for the internal & external audit purpose as and when required.**
- The bidder must ensure that the solution must have the functionality to configure adequate security controls to prevent SQL injection, DDoS, etc. attacks from virus, malware, Trojans, ransomware, etc.
- The solution should provide for maintaining an audit trail of all the transactions and should also ensure the non-repudiation of audit trail without impacting the overall performance of the system. The proposed solution should be able to monitor & record the IP address of the system from where a request is received.
- The Application design and development should comply with OWASP top 10 principles and ISO 27001 standards.
- The solution should use Captcha / OTP based login authentication for users, to address Denial of service, Brut force attack wherever required etc.

Application Architecture

In order to achieve the high level of stability and robustness of the Application, the system development life cycle must be carried out using the industry standard best practices and adopting the security constraints for access and control rights. Bidder should also ensure best practices coding standards

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throughout the application development, same shall be evaluated by some third-party code analysis tool by bidder.

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

Sizing for the IT Infrastructure

The Bidders are required to carefully assess the requirements of this TENDER and supply the infrastructure as mentioned in technology & infrastructure specifications till the completion of AMC phase. It should be well ensured that the servers are sized adequately and redundancy is built into the architecture required to meet the service levels mentioned in the TENDER.

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

The Bidder will be responsible for providing all the infrastructure and specifications of the IT Infrastructure proposed in the Tender document (through leveraging of Cloud Enabled IAAS /PAAS Platform), licenses of the system software, all other equipment proposed as part of its Technical Proposal. The financial quote submitted by the Bidder should include costs for all of them.

All IT Infrastructure including operating systems and any other system software required for making the infrastructure operational and fine-tuned for satisfactory performance.

The Bidder will ensure that the reports for monitoring of SLAs such as system uptime, performance, etc. are generated automatically from the system / or any tool and the applicable penalties are calculated as indicated in the TENDER.

Scope of Services –Warranty & Annual Maintenance Phase

This phase starts from the successful completion of “Go-Live”. First year from the date of “Go - Live” will be treated as warranty period. AMC services shall start post warranty period only. Bidder shall ensure supply & working of all the infrastructure service mentioned in this TENDER (VPS, SSL, Domain renewal Etc.) throughout the Warranty & AMC Phase.

The Bidder is responsible for the Comprehensive maintenance of all components of the project for the Contract period of 4 years after successful completion of Warranty period i.e., 1 year after go-live date.

Success of the Project would rely on how professionally and methodically the entire Project is managed once the implementation is completed. From the bidder perspective, this is a critical phase since the quarterly payments are linked to the SLA’s in the post implementation phases. Bidder, thus, is required to depute a dedicated team of professionals to manage the Project and ensure adherence to the required SLAs.

The bidder has to send resource to BNPM, as and when required, having sufficient technical expertise to incorporate new features or resolve any deadlock / priority issues till completion of AMC Period.

Compulsory Visit: Business analyst along with Project Manager of the Successful bidder has to visit the site in Mysuru for the requirement gathering & information collection as part of Implementation phase for minimum of 3 working days.

Overview of Post Implementation Services

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

System Administration and Trouble Shooting:

- Overall monitoring and management of all IT infrastructure deployed by the SI.
- Repair or replace infrastructure deployed for this Project.
- Perform system administration tasks such as managing the user access, creating and managing users, taking backups etc.
- Priority response to critical hosting outages during business hours and liaison with hosting service provider
- Maintaining regular backups of running applications
- Firewall configuration and regular upkeep of hosting server

Application Support

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

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

Change Request & Management

1. Bidder shall be responsible for making any changes as per the existing scope demanded by BNPM during the contract period. The Bidder needs to adequately plan & deploy to carry out the change in the agreed timeline without any additional charge.
2. In case of any additional requirement Person-day rates will be used for any change request/modification beyond the scope of work mentioned in current document. Payment will be issued as per the actual usage as and when required within Warranty & AMC Phases. In case of any extra person-days required beyond 100 days, successful bidder to provide with the same rate as quoted in price bid. Decision of effort w.r.t Person-days calculation will be taken by doing assessment jointly from BNPM IT Team along with bidder.

Periodic Security and Performance Testing & Conformance

Bidder should also ensure the availability and existence of staging & development environment for any testing or external audit purpose, to ensure minimum downtime for the production environment.

Technical Requirements

The proposed solution should adhere to the following technical requirements on a high-level view, however same can be revised / changed at the time of Website development phase:

S. No	Website Capabilities
1	Solution should have separate administration console for admin, Solution should also allow different roles to be created and administrator should be able to assign those roles to different access control policies.
2	Solution should have a business rule engine and workflow engine to enforce business rules with necessary workflow approvals
3	Solution must be able to support a modular approach that will allow the addition of new functional modules without impacting the overall solution functionality.

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4	Solution should handle all the data securely using HTTPS protocol.
5	Solution should have configurable dashboards/Reports with drill down functionality.
6	Solution should have the functionality of maintaining audit trails and logs for minimum 1 year.

Non-Functional Requirements

The non-functional requirements relating to performance, availability, deployment, implementation, operations and others are listed in the subsequent subsection. Based on the assessment of the requirements listed below.

#	Non-functional Requirements
Technical Solution Architecture Requirements	
1	The proposed solution needs to be architected using robust and proven technologies like Service-Oriented Architecture (SOA) and open industry standards (their latest versions as on date).
2	The solution architecture should be built on sound architectural principles enabling fault-tolerance, high-performance, and scalability both on the software and hardware levels.
Software Architecture Requirements	
1	Software architecture must support appropriate load balancing for scalability and performance
2	Software architecture must support flexibility in adding functionalities or Applications.
3	Software architecture must support trace logging, error notification, issue resolution and exception handling.
Development, Staging and Production Requirements	
1	Appropriate development and staging hardware environments should be provided and explained how they are related to production environment. This must be supported by explanations on how the development and staging environment support the implementation activities of the Solution.
2	Development environment should include configuration management capabilities and tools for system configuration, versioning scheme, documentation, change control processes and procedures to manage deployment of solution deployment.
3	The development and staging environments should be independent logically and physically from the production environment and of each other.
4	The staging environment should be used for functional and user acceptance testing, stress testing, and performance benchmarking.
Project Team Requirements	
1	Bidder should ensure minimum competent workforce as per SDLC & its phases. Minimum resource allocation & identification for all project individuals such as Project Manager (1), Business Analyst (1), UI Developer (1), Business Developer (2), DBA (1), Functional tester (1), shall be shared before commencement of the project.
2	Escalation Matrix, Support details with procedure shall be submitted in initial phase only.
Monitoring and Management Requirements	
1	The proposed Solution should provide monitoring and management of the entire Solution including all software components and Application.
2	The monitoring and management should monitor health of software and hardware infrastructure running the Solution covering operating system, database, software components, Applications, servers, and other related software and hardware components. It should provide proactive monitoring, alerting and reporting.
Performance, Scalability & Archival Requirements	

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1	The design of the proposed Solution should be scalable to handle increasing number of users & data size which may get increased over course of period.
2	Maintain archive of historical records and versioning of any changes, inclusion or modification of key information.
3	The proposed Solution should provide measurable and acceptable performance requirements for users, for different connectivity bandwidths.
4	The proposed solution should provide optimal and high-performance Website Solution satisfying response time for slow Internet connections in different browsers (Chrome, Edge, IE, Firefox) & device (Desktop/ Laptop/ Mac/ Tablet/ Mobile Etc.).
Implementation Requirements	
1	The Bidder will be required to work closely with BNPM IT Team and related Departments and perform detailed functional requirements and analysis of the proposed Solution to confirm and document functional / system requirement specifications for the Websites and its applications to fulfil its objectives.
Project Management	
2	NDA has to be done between both the parties as per BNPM Policy.
3	Describe what procedures will be used to keep the project on track, and what escalation procedures will be employed to address any problems with project progress.
Operations & Statutory Requirements	
1	SI must ensure that the solution complies with Data privacy standards and laws including Indian IT Act, The Indian Penal Code (1860) and Government of India, Information Technology Act 2000 and IT (Amendment) Act 2008.
2	SI will be required to provide with quarterly Website performance reports showing health & SLA parameters of system operations.
3	SI will be required to provide with Helpdesk for recording all the day to day problems and other technical incidents occur during the AMC phase. This shall also record the resolution of such incidents & problems. Same shall be shared with BNPM IT Team on quarterly basis as well.

Development Plan & Approach document: Development Plan & Approach document should contain below:

- a. Understanding of BNPM's functional requirements.
- b. Explain the Stage wise development plan with timelines in accordance with LOR.
- c. Testing phases & Deliverables.
- d. Explain the Technology stack specifically for using JavaScript Framework (REACT JS / Angular JS) w.r.t web interfaces & responsiveness
- e. Approach for Website Backup & Security.

Exit Management

1. Exit management shall involve the complete handover of the operations of the existing BNPM Website to the team identified by BNPM, which would take care of continued operations during or after the tenure of the contract with the SI.
2. Exit Plan has to be submitted by The Bidder and approved by BNPM accordingly exit procedure needs to be carried out as per approved exit plan.
3. Exit Plan would include transfer of Intellectual property, Source Code, transfer of assets, knowledge transfer and smooth transition from SI's operation and maintenance team to new team selected and managed by BNPM. Exit Plan would also include the list of pending and planned future activities to BNPM.
4. At the end of the contract period, The Bidder shall handover all the equipment/ software/ components supplied and installed under the project as per purchase order along with media, manuals, documentation to the BNPM or its nominee in up and running condition.

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5. The Bidder shall also provide complete inventory record of all the equipment including necessary tools installed and operational along with their maintenance record at the time of handover of the project. However, at the time of actual handover BNPM may ask The Bidder to provide any information related to the project which may not be covered in this section.

6. Bidder would be providing such information without any additional cost to BNPM. Failure to provide such information in time shall be treated as a breach of contract.

Penalty: Service Level and Penalties

a. Indicative severity definition has been provided below:

Critical: Environment is down, or major malfunction resulting in an inoperative condition or disrupts critical business functions and requires immediate attention. A significant number of end users (includes business users) are unable to reasonably perform their normal activities as essential functions and critical programs are either not working or are not available.

Medium: Loss of performance resulting in users (includes public users) being unable to perform their normal activities as essential functions and critical programs are partially available or severely restricted. Inconvenient workaround or no workaround exists. The environment is usable but severely limited.

Low: Moderate loss of performance resulting in multiple users (includes public users) impacted in their normal functions.

b. Performance Penalty for not meeting a measurement parameter for any two months in consecutive quarters shall result in twice the penalty percentage of that respective measurement parameter in the third quarter for all the three months.

c. Maximum Penalty applicable for any quarter shall not exceed 10% of the ‘applicable fees’ for the respective quarter.

d. The payment to the Bidder shall be on Quarterly basis for AMC phase and based on implementation timelines specified in Delivery & Implementation Schedule, the penalty shall be calculated on Quarterly basis as per the SLAs stated in the tender.

e. **Measurements and Targets:** The SLA metrics provided specifies performance parameters as baseline performance, lower performance and breach. All SLA calculations for Part A shall be as per Delivery & Implementation Schedule and Part B shall be done on quarterly basis. The SLA also specifies the liquidated damages for lower performance and breach conditions.

- The SLA parameters shall be measured as per the individual SLA parameter requirements and measurement methods through the system generated reports to be provided by the Bidder and approved and audited by the BNPM or its appointed Consultant or authorized representative for accuracy and reliability.
- BNPM shall also have the right to conduct, either itself or through any other agency as it may deem fit, an audit / revision of the SLA parameters. The SLAs defined, shall be reviewed by the BNPM on an annual basis after consulting the Bidder and other experts. All the changes would be made by the BNPM after consultation with the Bidder and might include some corrections to reduce undue relaxation in Service levels or some corrections to avoid unrealistic position of liquidated damages, which are noticed after project has gone live.

#	Service Level Objective	Definition	Target	Penalty as indicated below (per occurrence)
Part A: Implementation				

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1	Delay in each release/stage deployment and final Go live	Any late delivery which impacts the availability of the solution for the usage to BNPM as per release requirement and deployment scope	Delay in any release ≥ 7 days for production instance	<p>a) Up to 7 days: 0.5% of respective release of implementation payment</p> <p>b) ≥ 7 days but ≤ 15 days: 1% of respective release of implementation payment</p> <p>c) ≥ 15 days but ≤ 30 days: 2% of respective release of implementation payment</p> <p>d) > 30 Days: 5% of respective release of implementation payment</p> <p>In case the delay is more than 2 months, BNPM reserves the right to terminate the contract.</p>
Part B: Warranty & Annual Maintenance Support				
Solution Availability				
2	Availability of Application	Availability means, the aggregate number of hours in a calendar month during which the application is actually available for use.	Application Uptime% $\geq 99.5\%$ for production instance	<p>a) $< 99.5\%$ to $\geq 99.00\%$: 0.5% of Quarterly Payment (QP)</p> <p>b) $< 99.00\%$ to $\geq 98.50\%$: 1% of QP</p> <p>c) $< 98.50\%$ to $\geq 98.00\%$: 2% of QP</p> <p>d) $< 98\%$: 3% of the QP</p> <p>In case the services are not available for a continuous period of 12 Business Hours on any day, penalty shall be 5% of the QP</p> <p>In case of $< 95\%$, BNPM reserves the right to terminate the contract.</p>
Support Channels – Incident and Helpdesk				
3	Response Time	Average Time taken to acknowledge and respond, once a ticket / incident is logged through one of the agreed channels. This is calculated for all tickets/incidents reported within the reporting month.	<p>Critical: 1 Business Hour</p> <p>Medium: 8 Business Hours</p> <p>Low: 24 Business Hours</p>	<p>Critical: 5% of QP for every hour of delay beyond permissible time</p> <p>Medium: 2.5% of QP for every hour of delay beyond permissible time</p> <p>Low: 1% of QP for every hour of delay beyond permissible time</p>
4	Resolution Time	Time taken to resolve the reported ticket / incident from the time of logging.	<p>Critical: Within 4 hours of request</p> <p>Medium: Within 24 hours of request</p> <p>Low: Within 96 hours of request</p>	<p>Critical: 5% of QP for every hour of delay beyond permissible time</p> <p>Medium: 2.5% of QP for every hour of delay beyond permissible time</p> <p>Low: 1% of QP per hour for every hour of delay beyond permissible time</p>

Reporting Procedure: Bidder representative shall prepare and distribute Service level performance reports in a mutually agreed format by the 5th working day of subsequent quarter. The reports shall

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include “actual versus target” Service Level Performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports shall be distributed to BNPM management personnel as directed by BNPM. Also, Bidder may be required to get the Service Level performance report audited by a third-party Auditor appointed by the BNPM, if required.

Reports of incidents reported, etc. must be submitted by Bidder on Quarterly basis.

Post Award of Contract, Bidder and BNPM shall jointly list of keys (possible) incidents and define criticality levels (High / Medium / Low) for each. These will be signed off by BNPM and shall be used for assessing performance against SLA points 3 and 4 above.

Final decision related to SLA, downtime, penalty will be at the discretion of BNPM management only.

List of Abbreviations and Acronyms		
1	API	Application Programming Interface
2	ERP	Enterprise Resource Planning
3	OEM	Original Equipment Manufacturer
4	OTP	One time password
5	OWASP	Open Web Application Security Project
6	PO	Purchase Order
7	SOAP	Simple Object Access Protocol
8	SOP	Standard Operating Procedure
9	UAT	User Acceptance Testing
10	VAPT	Vulnerability Assessment and Penetration Testing
11	BPR	Business Process Reengineering
12	SOW	Scope of Work
13	SRS	software requirements specification
14	FRS	functional requirement specification
15	SAP	Systems, Applications & Products in Data Processing
16	GUI	Graphical User Interface
17	WO	Work Order
18	LOI	Letter of Intent
19	CMS	Content Management System
20	REST	Representational State Transfer
21	DB	Database
22	OS	Operating System
23	AMC	Annual Maintenance Contract
24	GIGW	Guidelines for Indian Government Websites
25	CERT-IN	Indian Computer Emergency Response Team
26	IPS	Intrusion Prevention System
27	VPS	Virtual Private Server
28	SSL	Secure Sockets Layer
29	SLA	Service Level Agreement
30	QP	Quarterly Payment
31	SI	System Integrator / Bidder

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

SECTION VIII – QUALITY CONTROL REQUIREMENTS

We will supply the material strictly as per specifications and compliance statements given below.

Deviation from the above-mentioned technical details to be provided in the below tabular Column for the offered products

Sl. No.	Technical Specification	Description	Offered by bidder	Deviation, if any
Part A: Website Development				
1	Website Development inclusive of 1 year warranty period and Infrastructure Cost (As per Technology & Infrastructure mentioned for 1 Year)			
Part B: AMC Support				
1	AMC cost for first year post completion of one year of warranty period.			
	Infrastructure Cost (As per Technology & Infrastructure mentioned for 1 Year)			
2	AMC cost for Second year			
	Infrastructure Cost (As per Technology & Infrastructure mentioned for 1 Year)			
3	AMC cost for Third year			
	Infrastructure Cost (As per Technology & Infrastructure mentioned for 1 Year)			
4	AMC cost for Fourth year			
	Infrastructure Cost (As per Technology & Infrastructure mentioned for 1 Year)			
5	**Change Request per person-day			

* Bidder has to fill: YES – In case specification remains exactly same in the offered product.
 NO - In case specification does not match with the offered product and deviation from the specification to be provided below at the designated place.

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

COMMERCIAL COMPLIANCE STATEMENT:

Sl. no.	Features	Requirements of BNPMIPL, Terms & conditions	Whether Agreed by the firm	Deviation, if any
01	General Conditions for supply	Supply shall be rendered exactly as per the instructions mentioned in the Section VI & VII.	Yes agreed	
02	Technical Specifications	As per the technical requirements mentioned in Section VII under Technical Specifications.	Yes agreed	
03	Quantity	As per the list of requirements mentioned in Section VI of the tender.	Yes agreed	
04	Delivery	As per section – VI (List of Requirements)	Yes agreed	
05	Payment terms	As per Section – V, SCC	Yes agreed	
06	Liquidated Damages	As per liquidated damages clause mentioned in the tender.	Yes agreed	
07	Penalty Clause	As per Conditions mentioned in Section VII(Technical Specifications and Scope of Work	Yes agreed	
08	Performance security	As per Section – V, SCC	Yes agreed	
09	Warranty	As per Section – V, SCC	Yes agreed	
10	Tender terms & conditions	We have gone through entire tender document thoroughly including GIT (Section II - General Instructions to Tenderer), GCC (Section IV - GENERAL CONDITIONS OF CONTRACT) <u>and confirm that we don't have any counter conditions.</u> We also understand that offer with counter conditions is liable for rejection.	Yes agreed	
11	Compliance to SIT & SCC clauses	SIT Clause: Sl.no. 16 to Sl.no. 20 SCC Clause: Sl.no.13 to Sl.no. 34	Yes agreed	
12	No. of pages	Total number of pages in Technical Bid		

Authorized signatory & stamp

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

SECTION IX – QUALIFICATION/ ELIGIBILITY CRITERIA

Category	Eligibility Criteria	Documents required in support of eligibility criteria
General	<p>a) Bidder* (Individual/ firm/ company/ corporate / LLP / HUF / limited company) intending to bid should be bonafide, experienced, technically competent, resourceful and financially sound to carry out the assigned order.</p> <p>*Any bidder from a country which shares a land border with India will be eligible to bid in the tender only if the bidder is registered with the Competent Authority (The Registered Committee constituted by the Department for Promotion of Industry and Internal Trade)</p>	<p>Company's registration / Certificate of incorporation/Partnership Deed/Any other registration certificate as applicable</p> <p>Signed & Stamped Annexure – A on company's letter head.</p>
	b) Bidder should have valid GST registration certificate	Copy of GST certificate
	c) Bidder should have valid PAN card.	Copy of PAN card
	d) As on the date of submission of bid against this tender, bidder should not be in the list of ineligible/ blacklisted/ banned/ debarred entity by SPMCIL/ BRBNMPL/ BNPMIPL/any Government Agency for participating in its tenders.	Declaration as per Annexure–B on company's letter head duly Signed & with company Stamp to be submitted
Experience & Past Performance	<p>A) The bidder should have executed/ implemented/ developed at least 1 (One) Organisation's Official Website in last 7 years ending 31.12.2024 as below :</p> <p>i) Three similar completed works each costing not less than an amount equal to Rs 8,40,000/-</p> <p style="text-align: center;">OR</p> <p>ii) Two similar completed works each costing not less than an amount equal to Rs 10,50,000/-</p> <p style="text-align: center;">OR</p> <p>iii) One similar completed works each costing not less than an amount equal to Rs 16,80,000/-</p> <p>Note: "Similar work means Development and Implementation of Organisation's Official Website"</p> <p>B) For Start-up bidders: Criteria is relaxed for Start-ups recognized by DPIIT. The relaxations are as below:</p> <p>"The bidder should have executed/ implemented/ developed at least 1 (One) Organisation's Official Website in last 7 years ending 31.12.2024 as below :"</p>	<ol style="list-style-type: none"> 1) Copy of Purchase order/ Work order / Agreement/ Any other relevant document. 2) Documentary evidence to be submitted for work completion. 3) Declaration as per Annexure – C

SECTION IX – QUALIFICATION/ ELIGIBILITY CRITERIA

	<p>i) Three similar completed works each costing not less than an amount equal to Rs 4,20,000/-</p> <p style="text-align: center;">OR</p> <p>ii) Two similar completed works each costing not less than an amount equal to Rs 5,25,000/-</p> <p style="text-align: center;">OR</p> <p>iii) One similar completed works each costing not less than an amount equal to Rs 8,40,000/-</p>							
	<p>C) The bidder should be CMMI-Level 3 or should have Valid ISO 27001 certificate in IT/ICT/Software Development related project</p> <p>Note: To be submitted For start-up bidders also</p>	<p>1) Copy of the Certificate & firm's names should appear on the CMMI Institute published appraisal results.</p> <p>2) Copy of valid ISO certificate to be submitted.</p>						
Financial Standings	<p>a) Average annual turnover of the bidder firm during last three financial year's period ending 31.03.2024 should be more than Rs. 6,30,000/- (Rupees six lakhs thirty thousand only)</p> <p>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. 3,15,000/- (Rupees Three lakhs fifteen thousand only) during last three financial year's period ending 31.03.2024.</p> <p>b) Net worth of the bidder firm should not be in negative as on 31.03.2024 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 31.03.2024.</p>	<p>Audited balance sheet and profit & loss statement for FY: 2023-24, FY: 2022-23, FY: 2021-22 and FY: 2020-21.</p> <p>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.</p> <p>Note: The start-ups should submit certificate of recognition issued by DPIIT.</p>						
<p>Note:</p> <p>i. If the date of constitution/ incorporation of the bidder's firm is less than three financial years, then the average annual financial turnover during the last two years/ last financial year (as the case may be) should be at least as mentioned in clause (a) of Financial Standings mentioned above.</p> <p>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,</p>								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Year - on - Year basis</th> <th style="width: 50%;">Cumulative basis</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"> $\frac{(\text{NW of FY 2023-24} - \text{NW of FY 2022-23})}{(\text{NW of FY 2022-23})}$ </td> <td rowspan="3" style="text-align: center; vertical-align: middle;"> $\frac{(\text{NW of FY 2023-24} - \text{NW of FY 2020-21})}{(\text{NW of FY 2020-21})}$ </td> </tr> <tr> <td style="text-align: center;"> $\frac{(\text{NW of FY 2022-23} - \text{NW of FY 2021-22})}{(\text{NW of FY 2021-22})}$ </td> </tr> <tr> <td style="text-align: center;"> $\frac{(\text{NW of FY 2021-22} - \text{NW of FY 2020-21})}{(\text{NW of FY 2020-21})}$ </td> </tr> </tbody> </table>			Year - on - Year basis	Cumulative basis	$\frac{(\text{NW of FY 2023-24} - \text{NW of FY 2022-23})}{(\text{NW of FY 2022-23})}$	$\frac{(\text{NW of FY 2023-24} - \text{NW of FY 2020-21})}{(\text{NW of FY 2020-21})}$	$\frac{(\text{NW of FY 2022-23} - \text{NW of FY 2021-22})}{(\text{NW of FY 2021-22})}$	$\frac{(\text{NW of FY 2021-22} - \text{NW of FY 2020-21})}{(\text{NW of FY 2020-21})}$
Year - on - Year basis	Cumulative basis							
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$\frac{(\text{NW of FY 2022-23} - \text{NW of FY 2021-22})}{(\text{NW of FY 2021-22})}$								
$\frac{(\text{NW of FY 2021-22} - \text{NW of FY 2020-21})}{(\text{NW of FY 2020-21})}$								
<p>BNPM reserves the right to verify all credentials submitted by bidders towards eligibility criteria.</p>								

SECTION IX – QUALIFICATION/ ELIGIBILITY CRITERIA

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

- I) Bidder means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms, or companies), every artificial judicial person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person participating in a procurement process.
- II) “Bidder from a country which shares a land border with India” for the purpose of this order means:-
- a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary controlled through entities incorporated, established or registered in such a country, or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country, or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An India (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- III) The beneficial owner for the purpose of (iii) above will be as under :-
- 1) In case of a company or limited liability partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercise control through other means.
- Further explanation:
- a) “Continuing ownership interest” means ownership of or entitlement to more than twenty five per cent of shares or capital or profits of the company;
 - b) “Control” shall include the right to appoint majority of the director or to control the management or policy decision including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;
 - 2) In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who , whether acting alone or together, or through one or more judicial person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - 4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - 5) In case of a trust, the identification of beneficial owners(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership

SECTION IX – QUALIFICATION/ ELIGIBILITY CRITERIA

IV) An agent is a person employed to do any act for any another, or to represent another in dealings with tired person.

V) The successful bidder shall not be allowed to sub contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

VI) A bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the competent authority, as it is not regarded as sub-contracting.

VII) However, in case a bidder has proposed to supply finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the competent authority.

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

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

We confirm that, we are competent and legally authorized to submit the tender and / or to enter into legally binding contract. We (Name of the company) have submitted the required documents in support of the eligibility criteria mentioned above.

Authorised Signature with stamp & date

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

SECTION IX – QUALIFICATION/ ELIGIBILITY CRITERIA

ANNEXURE -A

Tender No: BNPM/NCB/481/2024-25 dated 15.01.2025

(To be submitted on Company letterhead)

DECLARATION

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

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

ADDITIONAL CERTIFICATE:

I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that, M/s

- Does not have any ToT arrangement requiring registration with the competent authority.
- Has valid registration to participate in this procurement.

(Where applicable, evidence of valid registration by the Competent Authority shall be attached.)

Signature _____

Name-----

Designation-----

Date-----

Stamp of the Organization-----

SECTION IX - QUALIFICATION/ ELIGIBILITY CRITERIA

ANNEXURE - B

Tender No: BNPM/NCB/481/2024-25 dated 15.01.2025

(To be submitted on Company letterhead)

DECLARATION

I) We do hereby declare that,

1. We do hereby declare that as on the date of submission of bid against this tender we are not in the list of ineligible/ blacklisted/ banned/ debarred entity by SPMCIL/ BRBNMPL/ BNPMIPL/any Government Agency, for participating in its tenders.

Further, we agree, in case we get blacklisted/ banned/ debarred by SPMCIL/ BRBNMPL/ BNPMIPL/any Government Agency, any time prior to finalization of tender/ contract, our bid shall not be considered for further evaluation/ award of order.

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

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

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

Signature _____

Name-----

Designation-----

Date-----

Stamp of the Organization-----

SECTION IX - QUALIFICATION/ ELIGIBILITY CRITERIA

ANNEXURE -C

Tender No: BNPM/NCB/481/2024-25 dated 15.01.2025

(To be submitted on Company letterhead)

DECLARATION

Table 1: Past Experience Details

Sl No	Description of Supply/ work	Name & Address of Customer	PO/ WO/ /Agreement No with date	Order value.	Delivery period
1					
2					
3					
4					
5					

Table 2: Financial Details

Sl No	Financial Year	Annual Turn Over (Rs)	Networth (Rs.)
1	2023-24		
2	2022-23		
3	2021-22		
4	2020-21		

Signature _____

Name-----

Designation-----

Date-----

Stamp of the Organization-----

SECTION IX – QUALIFICATION/ ELIGIBILITY CRITERIA

ANNEXURE -D

Tender No: BNPM/NCB/481/2024-25 dated 15.01.2025

(To be submitted on Company letterhead)

BID SECURITY DECLARATION

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

Signature _____

Name-----

Designation-----

Date-----

Stamp of the Organization-----

SECTION X- TENDER FORM

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

To

Date _____

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

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

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

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

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

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

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

(Signature with date)

(Name and designation)

Duly authorised to sign tender for and on behalf of

SECTION XI - PRICE SCHEDULE

(TO BE FILLED ONLINE ONLY THROUGH E-PORTAL)

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

Dear Sir,

Sub: PRICE BID FOR DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF BNPM WEBSITE WITH ONE YEAR WARRANTY & 4-YEARS AMC SUPPORT AT BNPM, MYSORE

Tender No: BNPM/NCB/481/2024-25 dated 15.01.2025

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

Table-1: Website development

Sch. No.	Description	UOM	Qty	HSN/SAC	Basic Unit price (INR)	Unit Installation, Commissioning & Training Charges (INR)	Transportation, of man and materials, accommodation, Travelling, Fooding, Boarding and Lodging & any other charges(if any) per unit (INR)	Unit Price (incl. Transportat ion, of man and materials, accommoda tion ,Travelling, Fooding, Boarding and Lodging & any other charges (if any) excl. of GST) (INR)	G S T (%)	GST on Unit Price (INR)	Total Unit Price (incl. of GST) (INR)	Less: Input Credit (GST) (INR)	Effective Unit Price (net of input tax credit) (F.O.R Mysore) (INR)	Effective total Price (net of input tax credit) (F.O.R Mysore) (INR)
			A		B	C	D	E=B+C+D	F	G=E*F	H=E+G	I	J=H-I	K=J*A
1	Development, Implementation and maintenance of BNPM Website which is inclusive of 1 year warranty (As mentioned in Section-VII-Technical Specifications and scope of Work) and Stage I to V as per section VI-List of Requirements	Lot.	01											

SECTION XI - PRICE SCHEDULE

Total effective price (net of input tax credit) for development, implementation and maintenance of BNPM website one year warranty period and any other charges (F.O.R – BNPM, Mysore site) in Figures (INR)	
Total effective price (net of input tax credit) for development, implementation and maintenance of BNPM website with one year warranty period and any other charges (F.O.R – BNPM, Mysore site) in Word (INR)	

Table-2: AMC Support

Sch. No.	Description	UOM	Qty	HSN/SAC	Basic Unit price (INR)	Unit Installation, Commissioning & Training Charges (INR)	Transportation, of man and materials , accommodation , Travelling, Fooding, Boarding and Lodging & any other charges (if any) per unit (INR)	Unit Price (incl. Transportation, of man and materials, accommodation ,Travelling, Fooding, Boarding and Lodging & any other charges (if any) excl. of GST) (INR)	GST (%)	GST on Unit Price (INR)	Total Unit Price (incl. of GST) (INR)	Less: Input Credit (GST) (INR)	Effective Unit Price (net of input tax credit) (F.O.R Mysore) (INR)	Effective total Price (net of input tax credit) (F.O.R Mysore) (INR)
			A		B	C	D	E=B+C+D	F	G=E*F	H=E+G	I	J=H-I	K=J*A
1	AMC cost for one year after warranty period as per tender LOR, scope of work & Technical Specifications	Year	01											
	Infrastructure Cost as per tender LOR, scope of work & Technical Specifications	Year	01											

SECTION XI - PRICE SCHEDULE

2	AMC cost for Second year as per tender LOR, scope of work & Technical Specifications	Year	01																
	Infrastructure Cost as per tender LOR, scope of work & Technical Specifications	Year	01																
3	AMC cost for third year as per tender LOR, scope of work & Technical Specifications	Year	01																
	Infrastructure Cost as per tender LOR, scope of work & Technical Specifications	Year	01																
4	AMC cost for fourth year as per tender LOR, scope of work & Technical Specifications	Year	01																
	Infrastructure Cost as per tender LOR, scope of work & Technical Specifications	Year	01																
Total effective price (net of input tax credit) for AMC Support and any other charges (F.O.R - BNPM, Mysore site) in Figures (INR)																			
Total effective price (net of input tax credit) for AMC Support and any other charges (F.O.R - BNPM, Mysore site) in Word (INR)																			

SECTION XI - PRICE SCHEDULE

Table-3:

Sch. No.	Description	UOM	Qty	HSN/SAC	Basic Unit price (INR)	Unit Installation, Commissioning & Training Charges (INR)	Transportation, of man and materials, accommodation, Travelling, Fooding, Boarding and Lodging & any other charges (if any) per unit (INR)	Unit Price (incl. Transportation, of man and materials, accommodation, Travelling, Fooding, Boarding and Lodging & any other charges (if any) excl. of GST) (INR)	GST (%)	GST on Unit Price (INR)	Total Unit Price (incl. of GST) (INR)	Less: Input Credit (GST) (INR)	Effective Unit Price (net of input tax credit) (F.O.R Mysore) (INR)	Effective total Price (net of input tax credit) (F.O.R Mysore) (INR)
			A		B	C	D	E=B+C+D	F	G=E*F	H=E+G	I	J=H-I	K=J*A
1	Change Request per person-day	Nos of days	100											
Total effective price in Figures (INR)														

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

Method of evaluation: The method of evaluation of bidder for awarding the contract shall be on **overall lowest (L-1) effective price of Table-1 & Table-2** (i.e. overall price quoted by the bidder for all the items less GST) quoted by the bidder on F.O.R – BNPM, Mysuru basis.

SECTION XI - PRICE SCHEDULE

Seal (_____)

Name

Signature with Date

Note:

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

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

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

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

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

vi) Price quoted in Table-3 shall not be part of price evaluation.

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

SECTION XII – QUESTIONNAIRE

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

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

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

S. No.	Description	To be filled by bidder
1	Brief description of goods and services offered	
2	Offer is valid for acceptance up to	120 Days
3	Your permanent income tax A/c no. as allotted by the Income Tax Authority of Government of India	
4	Are you currently registered with the Directorate General of Supplies & Disposals (DGS&D), New Delhi, and/ or the present BNPMIPL and/ or the Directorate of Industries of the concerned State Government/NSIC/SSI for the goods quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit imposed on your registration.	Yes / No If Yes: Registration No..... Validity:
5	Are you currently registered under the1 Indian Companies Act, 1956 or any other similar Act? (Please attach certified copy (s) of your registration status etc. in case your answer (s) to above queries is in affirmative	
6	Bank account/NEFT/RTGS details	Name of bank: Branch: A/c No.: IFSC: MICR:
7	Please state whether business dealings with you currently stand suspended/ banned by any Ministry/ Dept. of Government of India or by any State Govt.	

SECTION XII – QUESTIONNAIRE

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

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

.....

(Signature with date)

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

For and on behalf of

.....

.....

(Name, address and stamp of the tendering firm)

SECTION XIII- BANK GUARANTEE FORM FOR EMD

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

Beneficiary:

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

Whereas.....(hereinafter called the “Tenderer”) has submitted its quotation dated.....for the supply of **“TENDER DOCUMENT FOR DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF BNPM WEBSITE WITH ONE YEAR WARRANTY & 4-YEARS AMC SUPPORT AT BNPM, MYSORE** (herein after called the “tender”) against Bank Note Paper Mill India Private Limited’s tender enquiry No. **BNPM/NCB/481/2024-25 dated 15.01.2025** 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 offor 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, authorisation/ signature no. and designation of the officer
Seal, name & address of the Bank and address of the Branch

SECTION XIII- BANK GUARANTEE FORM FOR EMD

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. 300/- 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 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 the terms & conditions of 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.**

**NOT APPLICABLE TO THIS
TENDER DOCUMENT**

SECTION XV- BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

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

Beneficiary:

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

Performance Guarantee No.:

WHEREAS.....(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of PO No.(Purchase Order)/SO No.(Sale Order)/LOI No.(Letter of Intent)(as applicable) dated to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said LOI that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the PO No.(Purchase Order)/SO No.(Sale Order)/LOI No.(Letter of Intent)(as applicable).

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

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

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

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

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

(Signature of the authorized officer of the Bank)

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

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

SECTION XV- BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

Checklist for Bank Guarantee:

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

13. 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.
14. Non judicial stamp paper / e stamp paper should be purchased in the name of BG issuing bank only.
15. In case of e stamp paper first party should be BG issuing bank and second party should be BNPM.
16. 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.
17. Executing officer of BG should indicate his name, designation and power of attorney number / signing power no etc. on each page of BG.
18. Name and address of the supplier, name and address of BNPM and value are to be mentioned clearly.
19. Overwriting / cutting if any in BG should be authenticated under signature and seal of authorized signatory of BG issuing Bank.
20. 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.
21. Amount mentioned in figures and words are to be matched.
22. Validity of BG should be in line with the terms & conditions of the contract.
23. BG should be unconditional.
24. 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.**

**NOT APPLICABLE TO THIS
TENDER DOCUMENT**

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

**NOT APPLICABLE TO THIS
TENDER DOCUMENT**

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

**NOT APPLICABLE TO THIS
TENDER DOCUMENT**

**NOT APPLICABLE TO THIS
TENDER DOCUMENT**

SECTION XX- PROFORMA FOR PRE-CONTRACT INTEGRITY
PACT

**NOT APPLICABLE TO THIS
TENDER DOCUMENT**