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**बैंक नोट पेपर मिल इण्डिया प्रा. लिमिटेड**

**BANK NOTE PAPER MILL INDIA PVT LIMITED**

JV of SPMCIL - A Govt. of India Enterprises & BRBNMPL - A Subsidiary of RBI

**TENDER DOCUMENT FOR PROVIDING GROUP TERM LIFE INSURANCE POLICY AT BNPMIPL,  
MYSURU**

**This notice is being published only to limited bidders and is not an open invitation to quote in tender. Participation in this tender is by invitation only and is limited to bidders for item, to whom invitation has been sent. Unsolicited offers are liable to be ignored.**

**This tender document contains 69 pages**

<b>Tender Enquiry No.</b>	<b>BNPM/LTE/318/2024-25</b>
<b>Tender issuing date</b>	<b>04.10.2024</b>
<b>Pre-bid meeting date &amp; time</b>	<b>14.10.2024, 15:00 Hrs</b>
<b>Due date &amp; time for bid submission</b>	<b>25.10.2024, 11:00 Hrs</b>
<b>Due date &amp; time for tender opening</b>	<b>25.10.2024, 11:30 Hrs</b>
<b>Mode of bid submission</b>	<b>Online</b>
<b>Type of tender</b>	<b>Limited Tender</b>
<b>Tender Processing Fee</b>	<b>Rs. 1000/-+ GST</b>
<b>Details of contact person</b>	<b>Supply Chain &amp; Purchase Department 0821-2401111</b>

**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](mailto:scm.tender@bnpmindia.com)**

**website: [www.bnpmindia.com](http://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:

S. No.	Brief Description of Goods / Services	Tentative Quantity (with unit)	EMD (In Rs.)	Remarks
1	Providing Group Term Life Insurance at BNPMIPL, Mysuru	332 Nos	NA	Refer Section - VII for 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](http://www.tenderwizard.com/BNP). Aspiring Bidders/Contractors who have not registered for e-tendering should register through the website: [www.tenderwizard.com/BNP](http://www.tenderwizard.com/BNP).
  - b) The registration charges of Rs. 1000/- 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](http://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. For limited companies power of attorney in Rs. 1000/- stamp paper (General POA) or Rs. 500/- stamp paper (special POA) as per Karnataka stamp act else Board resolution is to be submitted authorizing the person signing the bid.
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.
6. Against receipt of below mentioned notification (*in bold*) 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.**

## **SECTION I - NOTICE INVITING TENDERS**

7. 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.
8. 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. For limited companies power of attorney in Rs. 500/- stamp paper (Special power of attorney) or Rs. 1000/- stamp paper (General Power of attorney) as per Karnataka Stamp Act/ Board resolution is to be submitted authorizing the person signing the bid.
9. In the event of any of the above-mentioned dates being declared as a holiday/ closed day for the purchase organization, the tenders will be sold / received / opened on the next working day at the appointed time.

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**

<b>S. No.</b>	<b>Title</b>	<b>Description</b>
<b>1.</b>	<b>Contract Period</b>	The contract shall be awarded for a period of One (01) year. The whole contract or part of contract can be terminated at any time at the discretion of the BNPMIPL with one month's notice without assigning any reason whatsoever.
<b>2.</b>	<b>Payment Terms</b>	Refer SCC , Sec V.
<b>3.</b>	<b>Security Deposit</b>	Not applicable
<b>4.</b>	<b>Integrity Pact</b>	Not Applicable
<b>5.</b>	<b>Warranty</b>	Not Applicable
<b>6.</b>	<b>Others</b>	<p>a) No counter conditions shall be accepted.</p> <p>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.</p> <p>c) Bidder may visit BNPMIPL (if required), before submitting the bid after taking due permission to understand the risk associated at site and for detailed understanding of terms &amp; condition of existing policy.</p>

## 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.

## SECTION II – GENERAL INSTRUCTIONS TO TENDERERS

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



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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
- The principal manufacturer directly or one Indian agent on his behalf.
  - The foreign principal or any of its branch/division
  - 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.
- 14.7. Documents for claiming ERV:  
a) A bill of ERV claim enclosing working sheet



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- b) Banker's Certificate/debit advice detailing F.E. paid and exchange rate
  - c) Copies of import order placed on supplier
  - d) Invoice of supplier for the relevant import order
- forms:
- a) Account Payee Demand Draft or
  - b) Banker's cheque or
  - c) Bank Guarantee, (only if EMD amount is above Rs. 1 Lakh)

### 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:

- a) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorized by the goods manufacturer to quote for and supply the goods to BNPM. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Volume I in this document.
- b) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further it meets the qualification criteria incorporated in the Volume I in these documents.
- c) In case the tenderer is not doing business in India, It is/will be duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/ or technical specifications.
- d) In case the tenderer is an Indian agent quoting on behalf of a foreign manufacturer, the Indian agent is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance. Govt. of India operated through Directorate General of Supplies & Disposals (DGS&D), New Delhi.

### 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

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,

a) As Sole Proprietor of the concern or as attorney of the Sole Proprietor;

b) As Partner (s) of the firm;

c) As Director, Manager or Secretary in case the of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

20.2. The authorized signatory of the tenderer must sign the tender at appropriate places and initial the remaining pages of the tender.

20.3. The tenderers shall submit their tenders as per the instructions contained in GIT Clause 10.

20.4. Unless otherwise mentioned in the SIT, a tenderer shall submit two copies of its tender marking them as "Original and "Duplicate".

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

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- 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 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

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

### 28. Discrepancy in Prices

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

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

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

### 30. Clarification of Bids

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

### 31. Qualification/ Eligibility Criteria

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

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

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

### 33. Schedule-wise Evaluation

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

determine the tender or combination of tenders offering the lowest evaluated cost for BNPM in deciding the successful tenderer for each schedule, subject to that tenderer(s) being responsive.

### 34. Comparison on CIF Destination Basis

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

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

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

- 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 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



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

### G. Award Of Contract

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

### 41. Award Criteria

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

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

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

### 43. Parallel Contracts

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

### 44. Serious Misdemeanours

44.1 Following would be considered serious misdemeanours:

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

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

### 45. Notification of Award

45.1 Before expiry of the tender validity period, BNPM will notify the successful tenderer(s) in writing, by registered/speed post or by fax/email / 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.

45.2 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 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

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- 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:**  
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

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- such description shall not constitute the sale thereof to be sale by description and no sale shall be invalid by reason of any defect or deviation or variation in any lot or on account of any lot not being exactly described and the purchaser shall not be entitled to claim any damage or compensation whatsoever on account of such fault, error in description, weight or the like.
- 54.2.3 All quantities of scrap whether by weight or measurement mentioned in the Tender notice are only approximate and should the quantity, on actual weight or measurement basis as the case may be and whenever delivered on such basis, works out less than the advertised and /or projected quantity, the BNPM shall not under any circumstances be liable to make good any such deficiency
- 54.2.4 BNPM reserves right to increase or decrease the quantity of any item or items or terminate the contract at any stage by giving one week's notice. No claim whatsoever shall lie against the BNPM on account of such termination of the contract or variation in the quantity.
- 54.2.5 BNPM shall have the right to remove certain items which it feels were not intended for sale but were inadvertently made a part of the scrap material or of the lot offered for sale lying at the premises or were joined or attached to the material offered for sale.
- 54.2.6 Tenderers desirous of purchasing and participating in the tender must visit the site before submitting the offer, after taking due permission from the concerned Stock Holders. The Tenderers submitting the offers shall be deemed to have visited the site and acquainted themselves thoroughly with materials intended for sale in all respect.
- 54.2.7 Any person giving offer shall be deemed to have made himself fully conversant with the Terms and Conditions of the Tender Sale, as well as the location and condition of the materials being sold and shall be deemed to have agreed to all the stated terms and conditions herein under.
- 54.3 Submission of Offer:
- 54.3.1 Unless specified otherwise in the SIT, tenders shall hold good for acceptance for a minimum period of 90 days (ninety days) from the date of opening of the tenders. The offers of the tenderers shall be irrevocable.
- 54.3.2 BNPM reserves right to reject any offer without assigning any reason therefore.
- 54.3.3 Unless otherwise stated in the SIT, the amount of EMD in such tenders would be 5% of the value of the tender. The Earnest Money shall be forfeited if the tenderer unilaterally withdraws, amends, impairs or derogates from his offer in any respect within the period of validity of his offer.
- 54.3.4 If the offer of the tenderer is not accepted by the BNPM, the Earnest Money deposit made by the tenderer shall be refunded to him. No interest shall be payable on such refunds. The EMD deposited by the successful tenderer shall remain with the BNPM till payment of the security deposit (SO) money, as stipulated in relevant Clause, has been made. It may be adjusted as part of the total SO money at the discretion of the BNPM.
- 54.3.5 Commercial tax/terminal tax, Octroi, municipal tax or any other taxes/duties etc. whatever in force shall be payable extra by the purchaser as per rules applicable to BNPM. Current and valid PAN and sales/commercial tax registration number wherever applicable must be provided in the Bid of the Tenderer.
- 54.3.6 All arrangement for lifting and transportation of scrap material, including manpower, crane, transport vehicle and trolley etc., if required shall be made by the purchaser concerned only and the BNPM shall not provide or help in providing any such arrangements and the rate quoted by the purchaser must include such and all incidental charges.
- 54.3.7 Registered dealers who are exempted from payment of Sales Tax must submit copies of their Registration certificate of
- 55.8 If specified in SIT, Advance and Intermediate Payment to Suppliers may be allowed.
- 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
- 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 purchasers, shall have to submit security deposit (SO) @ 10% of the total sale value of the contract within 5 working days of issue of the sale contract (excluding the date of issue of sale contract). The SO shall be deposited in the form of bank draft/pay order, drawn on any nationalized or recognized bank in favour of same officer as mentioned in clause 3 of NIT in connection with EMD.
- 54.4.2 The purchaser has to pay balance payment within 20 days from the date of notification of acceptance, which is to be issued by BNPM or his authorized representative, in form of Bank draft drawn on any nationalized or recognized bank in favour of same authority as mentioned above. In case of any, default to deposit balance payment, BNPM reserves right to terminate the contract and forfeit the security deposit.
- 54.5 Disposal Tenders for Security and Sensitive Machinery and Items:
- 54.5.1 Non-Misuse Declaration: The bidder is required to give an undertaking that he or his employees or legal heirs will ensure that such items purchased from BNPM, will be utilized only for scrap recovery and will not be misused for any other purpose. He will also ensure that this undertaking is honoured and it got underwritten from further down the line scrap processors/ 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. reserved for Newly Developed firms.
- 55.10 Period of Development Commitment
- 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%



## **SECTION II - GENERAL INSTRUCTIONS TO TENDERERS**

provided their prices and performance so warrant. Thereafter they would have to compete on equal terms with other already

developed firms.

## **SECTION III - SPECIAL INSTRUCTIONS TO TENDERERS**

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

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

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

<b>Sl. No.</b>	<b>GIT Clause no</b>	<b>Topic</b>	<b>SIT Provision</b>
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 14.10.2024 @15:00 Hrs. Bidders interested to participate in Pre-bid meeting will be provided the VC link through email based on request. Interest bidders may send email for participation by ..., @ 5 pm 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. For visiting BNPM, Mysore plant prior permission is to be taken by prospective bidders.
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)

## SECTION III – SPECIAL INSTRUCTIONS TO TENDERERS

Sl. No.	GIT Clause no	Topic	SIT Provision
5	16	Documents Establishing Tenderer's Eligibility and Qualifications	No Change
6	17	Documents establishing Good's Conformity to Tender document	No Change
7	18	Earnest Money Deposit (EMD)	Not applicable
8	19	<b>Tender Validity (in case of two-bid system after the date of tender opening prescribed in the tender document)</b>	<b>120 Days</b>
9	20	Signing and Sealing of Tender Note: The following SIT provision is made with respect the following clause <b>20.4. Number of Copies of Tenders to be submitted : NIL</b> <b>20.9: E procurement: Permitted.</b>	Only E-procurement
10	21,22,23	Submission of Tenders, Late Tender, Alteration and Withdrawal of Tender	No Change
11	24	Opening of tenders Note: Please read the guidelines for filling up two part bid tender as mentioned in NIT above which is described in detail w.r.to clause 24.4	No Change
12	25	Basic Principle	No Change
13	26,27,28, 29,30,31, 32,33,34	Preliminary Scrutiny of Tenders, Minor Infirmary / Irregularity / Non-Conformity, Discrepancy in Prices, Discrepancy between original and copies of Tender, Clarification of Bids, Qualification / Eligibility Criteria, Conversion of tender currencies to Indian Rupees, Schedule-wise Evaluation, Comparison on CIF Destination Basis.	Refer point 17. No change for other clauses

## SECTION III – SPECIAL INSTRUCTIONS TO TENDERERS

Sl. No.	GIT Clause no	Topic	SIT Provision
14	35 to 49	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders, Tenderer's capability to perform the contract, Tenderer's capability to perform the contract, Cartel Formation / Pool Rates, Negotiations, Contacting BNPMIPL, Award of contract, Award Criteria, Variation of Quantities at the Time of Award, Parallel Contracts, Serious Misdemeanors, Notification of Award, Issue of Contract, Non-receipt of Performance Security and Contract by BNPMIPL, Return of EMD, Publication of Tender Result.	No Change.
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.

## **SECTION III – SPECIAL INSTRUCTIONS TO TENDERERS**

### **17. Evaluation criteria (Against GIT Clause: 26, 27, 28, 29, 30, 31, 32, 33, 34)**

#### **Evaluation process:**

Pre-Qualification bid / Techno-commercial bid shall be opened together and however, the Techno-commercial bid of pre-qualified bidder who meets the eligibility criteria shall be scrutinized and evaluated by the competent committee/ authority with reference to the parameters prescribed in the tender document. Subsequently, in the second stage the financial bids of only techno commercially qualified bids as decided in first stage shall be opened for further scrutiny and evaluation.

BNPM reserves the right to reject the bids that may be considered unviable from the standards to be maintained, merely because a bidder has quoted low will not be automatically qualified to become in the select list.

#### **Evaluation Criteria:**

Price evaluation to determine L1 bidder i.e lowest quoted bidder shall be carried out on the basis of total effective price (i.e without GST) quoted by the bidders.

However, If the quoted L -1 price is found to be not workable the bid may be considered as invalid and will not be considered for evaluation at the discretion of BNPM .

In case of tie in quoted price bid between /among bidders, the bidder having higher net worth in the last financial year shall be declared lowest between / among them.

Where there is a discrepancy between the amounts in words and figures, the amount in words will govern.

Where there is a discrepancy between the unit rate and the total price, the unit rate as quoted will govern.

#### **Note:**

- a. Bidders are required to quote the price within 2 decimal place. Price quoted with more than 2 decimal places will be rounded off to 2 decimal place for evaluation.
- b. 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 the complete scope of work as defined in the tender document.

#### **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:

## SECTION III - SPECIAL INSTRUCTIONS TO TENDERERS

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

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

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

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

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

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



## SECTION IV – GENERAL CONDITIONS OF CONTRACT

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

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

1.1. Definitions and Interpretation:

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

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

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

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

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

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

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

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

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

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

a) The consignee at his premises or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

xxv.) "Day" means calendar day.

1.2. Abbreviations:

Acronyms                      Abbreviations

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

"BG"              Bank Guarantee

"BL or B/L" Bill of Lading

"CD"              Custom Duty

"CIF"              Cost, Insurance and Freight Included

"MD"              Managing Director

"CPSU"              Central Public Sector Undertaking

"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

## SECTION IV – GENERAL CONDITIONS OF CONTRACT

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 consignor 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

## SECTION IV – GENERAL CONDITIONS OF CONTRACT

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.

## SECTION IV – GENERAL CONDITIONS OF CONTRACT

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

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

### 33. Resolution of disputes

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

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

### 34. Applicable Law

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

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

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

### 35. Secrecy

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

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

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

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

#### 36. Disposal / Sale of Scrap by Tender

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

##### 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

## **SECTION IV – GENERAL CONDITIONS OF CONTRACT**

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 10 crore, the Contractor shall sign the Integrity Pact as per the prescribed format (Section XX).



## SECTION V – SPECIAL CONDITIONS OF CONTRACT

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

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

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

Sl. No.	GCC Clause No.	Topic	SCC Provision
1	1 to 5	Definitions; Interpretation and Abbreviations, Application, Use of contract documents and information, Patent Rights, Country of Origin	No Change
2	6	Performance Security	Not applicable
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	Terms specifically related to only supply of goods (if any) are not applicable as the intended tender is for providing insurance service. No Change for other clauses.
4	16	Warranty	Not applicable
5	17 & 18	Assignment, Sub Contracts	Not allowed.
6	19	Modification of contract	No Change
7	20 & 21	Prices, Taxes and Duties	GST as applicable shall be quoted.
8	22	Terms and Mode of Payment	a) Payment shall be released at the time of award of LOI/order (whichever is earlier) subject to the terms and conditions of the contract as per the quoted price in price bid. b) Additions & Deletions - Any addition/deletion of employees during and after award (i.e Mid-term inclusions & exclusions) of LOI/order (whichever is issued earlier) shall be calculated and paid on pro-rata basis, i.e for inclusion BNPM will pay appropriate amount of premium in proportionate to the no. of days of coverage ( i.e pro rata basis) with same quoted rate ( in price bid) of one year against the relevant category of

## SECTION V – SPECIAL CONDITIONS OF CONTRACT

Sl. No.	GCC Clause No.	Topic	SCC Provision
			employee. and for any exclusion successful bidder will pay to BNPM or the relevant amount shall be adjusted (as applicable) on pro-rata basis. c) GST as applicable at the time of premium payment shall be considered for payment. d) TDS as applicable shall be made. e) Payment shall be released in INR only by electronic transfer.
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. 13. Terms specifically related to only supply of goods (if any) are not applicable as the intended tender is for providing insurance service.  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. Risk Purchase Clause:**

If the successful bidder fails to abide by the terms and conditions of this agreement, or fails to render service as per the delivery / completion schedule or any time repudiates the contract, the purchaser will have the right to

Render service from other agencies at the risk and cost of the successful bidder. The cost difference between the alternative arrangement and existing contract value wherein default has been made will be recovered from the aforementioned bidder 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 bidder.

#### **14. Tax deduction at source**

All statutory deduction as applicable shall be deducted at source as per rules at prevailing rates, unless certificate, if any, for deduction at lesser rate or nil deduction is submitted by the Successful bidder from appropriate authority.



## **SECTION V – SPECIAL CONDITIONS OF CONTRACT**

The successful bidder shall provide accurate particulars of PAN number as required, under Section 206AA of Income Tax Act 1961.

### **15. Tax Collection at source:**

Finance Act, 2020 also inserted sub-section (1H) in section 206C of the Act which mandates that with effect from 1st day of October, 2020 a seller receiving an amount as consideration for sale of any goods of the value or aggregate of such value exceeding fifty lakh rupees in any previous year to collect tax from the buyer a sum equal to 0.1 per cent (subject to the provisions of proposed sub-section (10A) of the section 206C of the Act) of the sale consideration exceeding fifty lakh rupees as income-tax. The collection is required to be made at the time of receipt of amount of sales consideration.

### **16. Performance:**

Successful bidder 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.

### **17. Assignments and subletting/Sub-contracting:**

The successful bidder will not be allowed to assign/ transfer/outsource their obligations or benefits either in full or in part to other agency/agencies.

### **18. Preference for Micro and Small Enterprises (MSE) & Make in India (MII):**

As per PPP-MSE and PPP-MII order issued by MoMSME, GOI and DPIIT, MoCI, GOI respectively and subsequent orders/policies/notifications issued. For availing purchase preference bidder to claim under techno commercial bid and submit relevant documents/ certificates as applicable under aforementioned orders/policies/notifications.

**19: Divisibility, Splittability of the contract:** The contract is non-divisible in nature. Tender is not splittable.

**20. Exemption for eligibility criteria for MSME, Start up towards eligibility criteria (Turnover, Experience):** Exemption is not applicable.

**21.** BNPMIPL reserves the right to cancel the tender or reject any or all the applied bids without assigning any reason whatsoever. The tender can be rejected on national security grounds.

### **22. Conflict of interest:**

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practice to the detriment of BNPM interests. The bidder found to have a conflict of interest shall be disqualified after giving a reasonable opportunity of being heard. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a. they have controlling partner (s) in common; or
- b. they receive or have received any direct or indirect subsidy/financial stake from any of them; or
- c. they have the same legal representative/agent for purposes of this bid;
- d. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- e. Bidder participates in more than one bid in this bidding process. Participation by a bidder

## **SECTION V – SPECIAL CONDITIONS OF CONTRACT**

in more than one bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/assemblies from one bidding manufacturer in more than one bid.

- f** In cases of agent's quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
  - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
  - 2. Indian/foreign agent on behalf of only one principal.
- g** A Bidder or any of its affiliates participated as a consultant in the preparation of the design or TS of the contract that is the subject of the bid;
- h** In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

In the event of the bidder having any conflict of interest, such bidder is obligated to disclose the same to BNPM. Failure to do so will disqualify the bidder.

### **23. Obligations by bidders:**

- a.** All bidders are obliged under the CIPP to suo moto proactively declare any conflict of interest (coming under the definition mentioned above (point no 22) – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this Code of Integrity; and
- b.** Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a Code of Integrity with any entity in any country during the last 3 (Three) years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity.
- c.** Successful bidder's personnel deployed at different CSR project sites as carried out by BNPM should be suitably covered by insurance.

### **24. Indemnity:**

Indemnitee (BNPM) will not be responsible for any claim, mishap or accident if any, enroute or during Journeys to attend the allocated sites by indemnitee for inspection or during the entire of Scope of Work of the Tender document. Indemnitee shall neither be responsible nor liable to pay any compensation for any mishap, injury or death caused to the Experts/Agencies/Consultants/operating staff of the Indemnifier (bidder) in the event of any accident or mishap while on bidder's duty or during journey related to this Tender.

Indemnifier will be solely responsible for their acts & deeds during the inspection/Travel/Execution of the allocated project sites by indemnitee. Any instance of damage to the allocated sites, misconduct, manipulation of original facts & false use of Indemnitee's name & credentials will be treated as a serious offence & will be covered under fraudulent practices under this Tender conditions & in no way indemnitee will stand responsible for all such instances/cases. The indemnifier shall also indemnify and every member, officer and employees of the Company against all actions, proceedings, claims, cost and expenses whatsoever in respect of or arising out of any failure by the successful bidder or arising from any

## **SECTION V – SPECIAL CONDITIONS OF CONTRACT**

breach or non-compliance whatsoever by the bidder or any of the persons deployed by it in the performance of the obligations under this contract.

The Indemnifier shall, at all times, hold harmless and indemnify the Indemnitee, free of cost, against any and all claims which may arise in respect of services to be provided by the Indemnifier under the referred tender and subsequent order (if issued) for infringement of any right protected by patent, registration of designs or trademarks. The Indemnifier will further hold harmless and indemnify the Indemnitee, free of cost against any and all claims and actions including any conflict of interest among bidders, legal issues, interest, penalty, or other liabilities, compliances resulting/resulted from under the refereed tender and subsequent contract / order (if issued). In the event of any such aforementioned claim being made against Indemnitee, the Indemnitee shall notify the Indemnifier of the same and the Indemnifier shall, at his own expenses take care of the same for settlement without any liability to Indemnitee.

### **25. Limitation of liability:**

Total aggregate liability of bidder for any and all loss or damage arising under or in connection with this tender towards BNPM shall not exceed the total contract value.

### **26. Price variation:**

Rates quoted by the L1 bidder against each category shall remain fixed & firm during the contract period and there will be no price variation.

### **27. Contract Period:**

The contract shall be awarded for a period of One (01) year from date of inception of contract. The whole contract or part of contract can be terminated at any time at the discretion of the BNPMIPL with one month's notice without assigning any reason whatsoever.

### **28. Rejection of the Bid:**

The bidder is expected to examine all instructions, formats, terms and conditions, and scope of work in the bid document. Failure to furnish complete information or false information/documents shall result in rejection of bid. In respect of interpretation/clarification of this bid document and in respect of any matter relating to this bid document, the decision of BNPM, Mysuru shall be final. The bidder will have to furnish the required documents as specified in the bid document, failing which the bid is liable to be rejected. No prices are to be indicated in the Technical Bid and if the prices are mentioned in the "Technical Bid" it may lead to rejection of the bid. If bids are not submitted as per two bid system, they will be summarily rejected. Bids without proper tender processing fee and EMD money will be summarily rejected. The bids received after specified date and time shall not be considered. The bids received through Fax/email or any other mode other than specified in the tender document shall not be considered. Conditional bids shall not be considered and will be outrightly rejected on the very first instance.

### **29. Service Delivery:**

The date of commencement of work will be intimated in order. It is responsibility of the successful bidder to provide services accordingly. If the service conditions as per the Contract are not met, the successful bidder may be debarred/blacklisted and will not be considered for any future proposals.

*(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 unit)	Earnest Money Deposit (In Rs.)	Remarks
1	Providing Group Term Life Insurance at BNPMIPL, Mysuru	332 Nos	NA	Refer Section – VII for Technical specifications & Scope of Work.

**Contract Period:** The contract shall be awarded for a period of One (01) year from date of inception of contract. The whole contract or part of contract can be terminated at any time at the discretion of the BNPMIPL with one month's notice without assigning any reason whatsoever.

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

## SECTION VII – TECHNICAL SPECIFICATIONS & SCOPE OF WORK

### GROUP TERM LIFE INSURANCE POLICY

#### Scope/Requirements:

- The plan will cover the members' life. In case of death of a member (either due to natural causes, accident including suicide), the sum assured will be paid to nominee/ legal heirs of the member.
- This is a term insurance plan for one year. Premium paid is utilized only for insurance coverage and will not derive any future return except death benefit.
- Entry age for group member is 18 to 59 years except in the case of MD entry age to be beyond 60 years of age.
- Policy to be issued without medical examination of the insurer up to the age of 60 years (including for MD who has just crossed 60 years of age), and up to free cover limit.
- **The normal retirement age is 60 years last birthday. In case of MD (DOB- 12.07.1963), the coverage may be provided till 65 years, instead of 60 years.**
- The sum insured limit are as under:

Grade	Max. Sum Insured Amount (Rs.)	Coverage upto the age of	Headcount Data as on 16.09.2024 (Nos.)
Process Assistants: Grade I to IV	15,00,000/-	60 yrs	171
Assistant Manager	25,00,000/-	60 yrs	24
Deputy Manager/ Manager	30,00,000/-	60 yrs	101
Asst. General Manager/ Dy. General Manager	35,00,000/-	60 yrs	28
General Manager / Senior General Manager / Chief General Manager	45,00,000/-	60 yrs	7
Managing Director	45,00,000/-	65 yrs	1
<b>TOTAL</b>			<b>332</b>

- The policy period would be for a period of 01 year.
- The insurance cover will automatically cease on happening of any of the following events:
  - Date of exit from employer's service
  - Scheme exit age of 60 years or as extended in certain cases up to the age of 65 years
  - The date of termination of the Plan
  - Retirement from the services of the Company on superannuation OR death of the member employee.
- The premium payment will be done on a yearly basis.
- Mid-term inclusions & exclusions are to be calculated and paid on a pro-rata basis.
- The Company would be the Master Policyholder and premium payment will be done by the Company.
- Waiting Period – Not applicable
- Grace period for premium payment (without lapse of policy) – 1 month
- Claim Settlement – Within 30 days from the date of receipt of all required documents
- Suicide – Coverage applicable in suicide cases also. i.e., claims are payable.
- The sum insured amount is paid out to the nominee of the life insured in the event of his/her unfortunate demise as per policy. There is no maturity value or survival benefit in a term plan.

Note: Following tables are provided for further clarification to the bidders.

## SECTION VII – TECHNICAL SPECIFICATIONS & SCOPE OF WORK

**TABLE 1: SUMMARY**

Sr No	Particulars	Description
1	Policy Type	Group Term Life Insurance
2	No of Employees	As per Tender
3	Retirement Age	As per tender
4	Existing Insurer	Confidential
5	Existing Rate/1000 SA	Confidential
6	Existing FCL ( Free Cover Limit)	As per tender
7	Coverage Structure	As per tender
8	Critical Illness Type	As per tender
9	Critical Illness Coverage Type	As per tender
10	Critical Illness Coverage Structure	As per tender
11	Terminal Illness Coverage Type	As per tender
12	Terminal Illness Coverage structure	As per tender
13	Any other riders	As per tender
14	Active List	Refer Table 2 enclosed herewith
15	Last 5 Years Mortality data	Refer Table 3 enclosed herewith
16	Last 5 year History	Refer Table 4 enclosed herewith
17	Any other GTL policy apart from the tendered one	Yes, existing policy is valid upto 21.12.2024
18	Salary increase / Revision cycle with Month	Increment in July and DA change twice in a year. Grade change happens as and when Promotion happens.
19	Is this an additional policy	No
20	If Yes i.e additional policy, please provide the details of existing policy	NA
21	GTL policy initiation and benefit structure in last 3 years	Refer Table 4 enclosed herewith.
22	a. Total number of claims in current policy year b. Pending claims to be reported as on date (Yes/No)	a. Nil as on date. b. Nil as on date.
23	Coverage:	All employees are covered.

## SECTION VII - TECHNICAL SPECIFICATIONS & SCOPE OF WORK

Sr No	Particulars	Description
25	EDLI: Whether all the employees are contributing to PF	Yes
26	Coverage for any Contractual employees	Yes
27	Whether an insurance broker can participate in the tender.	Not applicable.  Bidder to submit bid as per the Qualification/ Eligibility criteria, under Sec IX of the tender only.

**TABLE 2: ACTIVE LIST**

Sl.No	EMP ID	Basic SA	DOB	DOJ_service	Gender	Designation
1	10004	3000000	01-06-1978	14-01-2012	F	DM
2	10013	3500000	25-03-1984	01-11-2012	F	DGM
3	10017	3500000	10-02-1973	04-06-2012	M	DGM
4	10018	3500000	04-10-1969	04-07-2012	M	DGM
5	10020	3500000	28-03-1983	01-09-2012	F	AGM
6	10023	3500000	14-06-1983	19-11-2012	M	AGM
7	10024	3500000	12-06-1985	26-12-2012	M	AGM
8	10025	3500000	16-07-1982	01-01-2013	M	AGM
9	10026	3500000	10-10-1985	03-01-2013	M	AGM
10	10027	1500000	27-03-1990	16-01-2013	M	Grade II
11	10028	1500000	27-07-1985	18-01-2013	M	Grade III
12	10029	3500000	18-08-1983	21-01-2013	M	AGM
13	10032	1500000	23-12-1975	01-10-2013	M	Grade II
14	10033	3500000	08-08-1973	07-10-2013	M	DGM
15	10036	3000000	08-01-1986	18-08-2014	M	Manager
16	10038	3000000	05-10-1987	30-10-2014	M	Manager
17	10039	3500000	03-01-1984	21-11-2014	M	AGM
18	10040	3000000	08-09-1985	03-12-2014	M	Manager
19	10041	1500000	06-09-1984	01-01-2015	F	Grade II
20	10042	3000000	08-12-1991	16-03-2015	F	DM
21	10043	3000000	03-08-1990	03-08-2015	M	DM
22	10044	1500000	10-06-1988	24-08-2016	M	Grade III
23	10048	4500000	12.07.1963	16.06.2022	M	MD BNPM
24	20001	3000000	11-01-1988	23-12-2013	M	Manager
25	20002	3500000	07-06-1972	27-12-2013	M	DGM
26	20003	3000000	28-07-1969	27-12-2013	M	Manager
27	20004	3500000	14-05-1979	28-12-2013	M	AGM
28	20005	3000000	30-10-1986	28-12-2013	M	Manager
29	20006	3000000	19-04-1985	03-01-2014	M	Manager
30	20007	3000000	30-07-1985	04-01-2014	M	DM
31	20008	3000000	01-06-1986	04-01-2014	M	Manager
32	20009	3500000	07-03-1985	06-01-2014	M	AGM
33	20010	4500000	27-04-1972	08-01-2014	M	GM
34	20011	3500000	15-07-1974	08-01-2014	M	DGM
35	20012	3500000	23-01-1982	31-01-2014	M	AGM
36	20013	4500000	23-01-1967	12-02-2014	M	Sr. GM
37	20014	3000000	05-10-1974	20-02-2014	M	DM



## SECTION VII - TECHNICAL SPECIFICATIONS & SCOPE OF WORK

Sl.No	EMP ID	Basic SA	DOB	DOJ_service	Gender	Designation
38	20015	3000000	05-07-1972	27-02-2014	M	DM
39	20016	3000000	14-06-1977	27-02-2014	M	DM
40	20017	3000000	05-02-1980	27-02-2014	M	DM
41	20018	3000000	02-03-1983	03-03-2014	M	Manager
42	20019	3000000	19-05-1988	03-03-2014	M	Manager
43	20020	3000000	29-04-1977	03-03-2014	M	DM
44	20021	3000000	13-03-1983	12-03-2014	M	DM
45	20022	3000000	14-08-1983	12-03-2014	M	DM
46	20025	3000000	16-01-1984	15-03-2014	M	Manager
47	20028	3000000	31-10-1977	18-03-2014	M	DM
48	20029	3000000	12-05-1984	18-03-2014	M	DM
49	20030	3500000	02-07-1971	19-03-2014	M	DGM
50	20031	3000000	07-06-1981	19-03-2014	M	DM
51	20032	3000000	15-04-1988	20-03-2014	M	Manager
52	20033	3000000	22-05-1986	21-03-2014	M	Manager
53	20034	3000000	15-03-1985	24-03-2014	M	Manager
54	20038	3000000	28-04-1991	02-04-2014	M	DM
55	20040	4500000	15-02-1969	04-04-2014	M	GM
56	20041	3500000	04-09-1980	04-04-2014	M	AGM
57	20042	3000000	24-09-1988	15-04-2014	M	Manager
58	20043	3000000	03-10-1986	30-04-2014	M	Manager
59	20045	3000000	09-01-1991	08-05-2014	M	DM
60	20046	3000000	28-06-1981	16-05-2014	M	DM
61	20047	3000000	01-03-1986	26-05-2014	M	DM
62	20048	3000000	20-05-1986	26-05-2014	M	DM
63	20051	3500000	01-02-1982	11-06-2014	M	AGM
64	20053	3000000	10-11-1989	05-09-2014	M	DM
65	20054	3000000	28-05-1985	17-09-2014	M	DM
66	20055	3000000	16-01-1983	23-09-2014	M	DM
67	20056	3000000	06-12-1984	14-10-2014	M	DM
68	20057	3000000	16-06-1986	17-10-2014	M	Manager
69	20059	3000000	07-05-1987	01-01-2015	F	DM
70	20060	2500000	11-02-1978	01-01-2015	M	AM
71	20062	3000000	22-09-1985	22-01-2015	F	DM
72	20063	1500000	16-05-1986	27-01-2015	M	Grade II
73	20064	2500000	01-07-1974	12-02-2015	M	AM
74	20066	1500000	04-05-1979	17-02-2015	M	Grade IV
75	20067	1500000	20-07-1992	24-02-2015	M	Grade IV
76	20068	1500000	22-12-1979	25-02-2015	M	Grade IV
77	20069	2500000	31-05-1977	02-03-2015	M	AM
78	20070	2500000	28-01-1979	02-03-2015	M	AM
79	20071	2500000	31-03-1989	02-03-2015	M	AM
80	20072	1500000	23-04-1989	02-03-2015	M	Grade IV
81	20074	1500000	15-05-1988	05-03-2015	M	Grade IV
82	20075	1500000	03-08-1992	05-03-2015	M	Grade IV
83	20078	1500000	05-08-1984	09-03-2015	M	Grade IV
84	20079	2500000	20-06-1985	09-03-2015	M	AM
85	20080	1500000	05-03-1988	09-03-2015	M	Grade III
86	20081	2500000	21-04-1988	09-03-2015	M	AM
87	20082	1500000	19-05-1992	09-03-2015	M	Grade IV
88	20084	2500000	30-05-1978	20-04-2015	M	AM

## SECTION VII - TECHNICAL SPECIFICATIONS & SCOPE OF WORK

Sl.No	EMP ID	Basic SA	DOB	DOJ_service	Gender	Designation
89	20085	2500000	02-02-1989	11-05-2015	M	AM
90	20086	3000000	20-01-1989	20-07-2015	M	DM
91	20089	1500000	28-03-1988	24-07-2015	Male	Grade II
92	20090	1500000	09-08-1984	27-07-2015	M	Grade III
93	20091	1500000	04-05-1978	27-07-2015	M	Grade IV
94	20093	1500000	16-06-1989	28-07-2015	M	Grade II
95	20095	1500000	07-01-1990	30-07-2015	M	Grade II
96	20096	3000000	01-04-1986	31-07-2015	M	DM
97	20098	3000000	05-04-1983	03-08-2015	M	DM
98	20099	1500000	06-06-1983	03-08-2015	M	Grade III
99	20100	1500000	18-07-1983	03-08-2015	M	Grade III
100	20101	1500000	22-11-1988	03-08-2015	M	Grade III
101	20102	1500000	25-12-1988	03-08-2015	M	Grade III
102	20103	1500000	26-01-1986	03-08-2015	M	Grade II
103	20106	1500000	30-03-1988	03-08-2015	M	Grade I
104	20108	3000000	10-02-1985	05-08-2015	M	DM
105	20109	1500000	10-03-1987	05-08-2015	M	Grade IV
106	20111	1500000	08-06-1985	06-08-2015	M	Grade III
107	20112	1500000	27-12-1987	06-08-2015	M	Grade III
108	20113	1500000	01-07-1986	06-08-2015	M	Grade II
109	20114	1500000	01-01-1987	06-08-2015	M	Grade II
110	20115	1500000	30-08-1987	06-08-2015	M	Grade II
111	20116	1500000	14-03-1989	06-08-2015	M	Grade II
112	20117	1500000	15-05-1980	07-08-2015	M	Grade IV
113	20118	1500000	29-01-1983	07-08-2015	M	Grade IV
114	20119	2500000	30-05-1990	07-08-2015	M	AM
115	20120	1500000	16-01-1993	07-08-2015	M	Grade III
116	20121	1500000	12-07-1987	07-08-2015	M	Grade I
117	20122	1500000	31-01-1988	07-08-2015	M	Grade II
118	20125	1500000	01-05-1989	07-08-2015	M	Grade II
119	20126	1500000	26-06-1990	07-08-2015	M	Grade II
120	20128	1500000	21-03-1992	07-08-2015	F	Grade II
121	20129	3000000	07-11-1978	10-08-2015	M	DM
122	20131	1500000	06-08-1988	10-08-2015	M	Grade III
123	20132	1500000	01-01-1989	10-08-2015	M	Grade II
124	20133	1500000	20-10-1991	10-08-2015	M	Grade III
125	20135	1500000	28-09-1987	10-08-2015	M	Grade II
126	20136	1500000	10-12-1988	10-08-2015	M	Grade II
127	20139	1500000	05-06-1990	10-08-2015	M	Grade II
128	20143	3000000	30-08-1989	11-08-2015	M	DM
129	20145	1500000	27-04-1988	17-08-2015	M	Grade II
130	20146	1500000	07-05-1991	17-08-2015	M	Grade II
131	20147	3500000	30-05-1978	20-08-2015	M	DGM
132	20148	1500000	19-03-1983	24-08-2015	M	Grade IV
133	20149	1500000	24-11-1984	31-08-2015	M	Grade IV
134	20151	1500000	20-04-1986	01-09-2015	M	Grade II
135	20152	1500000	12-09-1988	02-09-2015	Male	Grade IV
136	20154	3000000	10-07-1986	09-09-2015	M	DM
137	20155	1500000	11-07-1981	09-09-2015	M	Grade IV
138	20156	3000000	22-12-1987	30-09-2015	M	DM
139	20157	1500000	12-11-1991	30-09-2015	M	Grade IV

## SECTION VII - TECHNICAL SPECIFICATIONS & SCOPE OF WORK

Sl.No	EMP ID	Basic SA	DOB	DOJ_service	Gender	Designation
140	20158	1500000	21-07-1992	30-09-2015	M	Grade IV
141	20159	1500000	23-08-1992	30-09-2015	M	Grade III
142	20160	3000000	04-06-1993	19-10-2015	M	DM
143	20161	1500000	01-02-1990	20-10-2015	M	Grade IV
144	20164	1500000	10/07/1993	02-11-2015	M	Grade II
145	20165	1500000	09/11/1987	03-11-2015	M	Grade II
146	20166	1500000	19/11/1990	04-11-2015	M	Grade III
147	20169	1500000	18/10/1988	05-11-2015	M	Grade II
148	20170	1500000	22/04/1990	05-11-2015	F	Grade II
149	20173	1500000	19/03/1992	06-11-2015	M	Grade IV
150	20174	2500000	12/08/1992	06-11-2015	M	AM
151	20175	1500000	25/01/1991	06-11-2015	M	Grade II
152	20178	1500000	25/05/1987	10-11-2015	M	Grade III
153	20179	1500000	10/02/1988	10-11-2015	M	Grade II
154	20181	1500000	12/03/1990	10-11-2015	M	Grade II
155	20182	1500000	18/03/1987	17-11-2015	M	Grade IV
156	20184	1500000	26-06-1987	10-12-2015	M	Grade III
157	20185	1500000	15-12-1993	10-12-2015	M	Grade II
158	20187	1500000	27-05-1988	14-12-2015	M	Grade III
159	20188	1500000	08-01-1989	14-12-2015	F	Grade III
160	20190	1500000	20-05-1992	01-02-2016	M	Grade III
161	20191	1500000	17-10-1992	01-02-2016	M	Grade III
162	20192	3000000	30-06-1990	03-02-2016	M	DM
163	20193	1500000	19-11-1988	03-02-2016	M	Grade IV
164	20194	1500000	11-09-1986	03-02-2016	M	Grade III
165	20195	1500000	04-10-1988	03-02-2016	M	Grade III
166	20196	3000000	05-05-1988	05-02-2016	M	DM
167	20197	3000000	28-09-1989	05-02-2016	M	DM
168	20199	1500000	01-08-1984	05-02-2016	M	Grade IV
169	20200	3000000	04-06-1989	08-02-2016	M	DM
170	20201	3000000	21-06-1989	08-02-2016	M	DM
171	20202	3000000	05-12-1989	08-02-2016	M	DM
172	20203	3000000	05-04-1991	08-02-2016	F	DM
173	20204	3000000	14-03-1992	08-02-2016	M	DM
174	20205	3000000	26-06-1992	08-02-2016	F	DM
175	20206	3000000	09-08-1992	08-02-2016	M	DM
176	20207	2500000	12-11-1988	08-02-2016	M	AM
177	20210	1500000	18-03-1992	10-02-2016	M	Grade III
178	20211	1500000	05-12-1989	11-02-2016	M	Grade II
179	20213	2500000	24-03-1986	12-02-2016	M	AM
180	20214	2500000	03-04-1988	12-02-2016	M	AM
181	20215	2500000	25-07-1989	12-02-2016	M	AM
182	20216	1500000	28-02-1991	12-02-2016	M	Grade III
183	20217	1500000	10-02-1985	15-02-2016	M	Grade III
184	20218	1500000	22-04-1985	15-02-2016	M	Grade II
185	20219	1500000	19-08-1981	15-02-2016	M	Grade III
186	20221	1500000	27-07-1989	17-02-2016	M	Grade III
187	20223	3000000	16-08-1989	19-02-2016	M	DM
188	20224	1500000	10-05-1987	19-02-2016	M	Grade IV
189	20225	1500000	11-01-1994	19-02-2016	M	Grade III
190	20226	3000000	05-04-1985	22-02-2016	M	DM

## SECTION VII - TECHNICAL SPECIFICATIONS & SCOPE OF WORK

Sl.No	EMP ID	Basic SA	DOB	DOJ_service	Gender	Designation
191	20227	3000000	16-05-1990	22-02-2016	M	DM
192	20228	3000000	12-07-1992	22-02-2016	M	DM
193	20229	3000000	25-01-1987	22-02-2016	M	DM
194	20230	3000000	23-07-1991	22-02-2016	M	DM
195	20231	1500000	29-05-1991	22-02-2016	M	Grade IV
196	20232	1500000	04-08-1990	22-02-2016	F	Grade III
197	20234	1500000	03-03-1993	22-02-2016	M	Grade III
198	20235	1500000	17-12-1990	23-02-2016	M	Grade III
199	20236	1500000	06-07-1993	23-02-2016	M	Grade IV
200	20237	1500000	24-04-1990	23-02-2016	M	Grade III
201	20239	3000000	31-01-1988	24-02-2016	M	DM
202	20240	3000000	12-12-1988	24-02-2016	M	DM
203	20242	3000000	09-06-1991	24-02-2016	M	DM
204	20243	2500000	04-06-1985	24-02-2016	M	AM
205	20244	2500000	14-06-1985	24-02-2016	M	AM
206	20245	2500000	07-06-1986	24-02-2016	M	AM
207	20246	1500000	06-04-1989	24-02-2016	M	Grade IV
208	20247	1500000	26-06-1991	24-02-2016	M	Grade III
209	20248	1500000	24-02-1992	24-02-2016	M	Grade III
210	20249	3000000	03-06-1990	25-02-2016	M	DM
211	20250	3000000	31-12-1989	26-02-2016	M	DM
212	20251	3000000	10-07-1991	29-02-2016	M	DM
213	20252	3000000	15-07-1991	29-02-2016	M	DM
214	20253	1500000	01-06-1983	29-02-2016	M	Grade IV
215	20254	1500000	05-05-1992	29-02-2016	M	Grade III
216	20255	1500000	03-02-1990	01-03-2016	M	Grade III
217	20256	3000000	17-03-1990	01-03-2016	M	DM
218	20257	3000000	11-07-1991	04-03-2016	M	DM
219	20259	2500000	02-07-1983	04-03-2016	M	AM
220	20261	1500000	13-06-1991	04-03-2016	M	Grade III
221	20262	1500000	13-10-1993	04-03-2016	M	Grade III
222	20263	3000000	01-01-1986	07-03-2016	M	DM
223	20264	3000000	12-12-1990	07-03-2016	M	DM
224	20265	2500000	20-05-1987	07-03-2016	M	AM
225	20266	2500000	11-02-1988	07-03-2016	M	AM
226	20267	1500000	16-02-1989	07-03-2016	M	Grade III
227	20269	1500000	01-06-1985	10-03-2016	M	Grade III
228	20270	3000000	28-07-1985	14-03-2016	M	DM
229	20271	1500000	14-03-1991	15-03-2016	F	Grade III
230	20272	3000000	26-11-1992	18-03-2016	M	DM
231	20273	3000000	03-06-1988	21-03-2016	M	DM
232	20274	3000000	18-03-1993	21-03-2016	M	DM
233	20275	1500000	29-11-1988	21-03-2016	M	Grade IV
234	20276	1500000	25-03-1988	21-03-2016	M	Grade III
235	20277	1500000	07-05-1989	21-03-2016	M	Grade III
236	20278	3000000	30-05-1990	23-03-2016	M	DM
237	20279	3000000	10-07-1986	28-03-2016	M	DM
238	20280	1500000	07-03-1989	30-03-2016	M	Grade III
239	20281	3000000	09-06-1988	04-04-2016	M	DM
240	20282	1500000	13-04-1994	11-04-2016	M	Grade II
241	20283	1500000	11-07-1988	13-04-2016	M	Grade IV

## SECTION VII - TECHNICAL SPECIFICATIONS & SCOPE OF WORK

Sl.No	EMP ID	Basic SA	DOB	DOJ_service	Gender	Designation
242	20284	3000000	23-11-1988	26-04-2016	M	DM
243	20285	1500000	10-06-1995	26-04-2016	M	Grade II
244	20286	1500000	15-06-1993	27-04-2016	M	Grade II
245	20287	1500000	16-11-1993	27-04-2016	M	Grade II
246	20288	1500000	11-08-1994	27-04-2016	M	Grade II
247	20290	1500000	29-06-1995	27-04-2016	M	Grade II
248	20291	3500000	21-06-1988	02-05-2016	M	AGM
249	20292	3000000	15-05-1978	15-07-2016	M	DM
250	20294	3000000	10-05-1980	27-07-2016	M	DM
251	20295	1500000	09-11-1993	24-08-2016	M	Grade I
252	20296	1500000	21-03-1990	26-08-2016	Male	Grade I
253	20297	3000000	14-11-1992	29-08-2016	Male	DM
254	20298	1500000	14-07-1993	29-08-2016	Female	Grade I
255	20299	1500000	26-04-1994	29-08-2016	Female	Grade I
256	20300	1500000	03-05-1988	01-09-2016	Male	Grade I
257	20301	1500000	10-06-1990	01-09-2016	Male	Grade I
258	20302	1500000	10-05-1991	01-09-2016	Male	Grade I
259	20303	1500000	31-07-1990	06-09-2016	Male	Grade I
260	20304	1500000	09-08-1991	06-09-2016	Male	Grade I
261	20305	1500000	22-06-1982	07-09-2016	Male	Grade III
262	20306	1500000	07-11-1989	07-09-2016	Male	Grade III
263	20307	1500000	13-07-1993	07-09-2016	Male	Grade I
264	20308	1500000	10-12-1990	08-09-2016	Male	Grade I
265	20309	1500000	01-11-1993	08-09-2016	Male	Grade I
266	20311	1500000	23-10-1992	09-09-2016	Male	Grade I
267	20312	1500000	06-11-1992	09-09-2016	Male	Grade I
268	20313	3000000	01-06-1989	12-09-2016	Male	DM
269	20315	1500000	10-12-1987	12-09-2016	Male	Grade I
270	20316	1500000	08-05-1988	12-09-2016	Male	Grade I
271	20317	3000000	22-05-1987	14-09-2016	Male	DM
272	20319	1500000	10-02-1990	15-09-2016	Male	Grade I
273	20320	1500000	07-01-1994	15-09-2016	Male	Grade I
274	20321	1500000	30-06-1994	15-09-2016	Male	Grade I
275	20322	1500000	27-05-1988	16-09-2016	Male	Grade I
276	20323	1500000	31-07-1989	16-09-2016	Male	Grade I
277	20324	1500000	05-03-1990	16-09-2016	Male	Grade I
278	20325	1500000	11-09-1993	16-09-2016	Male	Grade I
279	20326	1500000	30-07-1990	19-09-2016	Male	Grade I
280	20327	1500000	05-10-1990	19-09-2016	Male	Grade I
281	20328	1500000	05-09-1992	19-09-2016	Male	Grade I
282	20330	1500000	20-07-1988	23-09-2016	Male	Grade I
283	20331	1500000	22-10-1988	26-09-2016	Female	Grade I
284	20332	1500000	11-11-1991	26-09-2016	Female	Grade I
285	20334	1500000	10-06-1991	28-09-2016	Male	Grade I
286	20335	1500000	27-11-1991	28-09-2016	Male	Grade I
287	20336	1500000	01-06-1990	29-09-2016	Male	Grade I
288	20337	1500000	24-08-1991	29-09-2016	Male	Grade I
289	20339	3000000	16-07-1990	03-10-2016	Male	DM
290	20340	3000000	29-08-1992	03-10-2016	Male	DM
291	20341	1500000	12-04-1992	05-10-2016	Male	Grade I
292	20342	3000000	30-04-1989	06-10-2016	Male	DM



## SECTION VII - TECHNICAL SPECIFICATIONS & SCOPE OF WORK

Sl.No	EMP ID	Basic SA	DOB	DOJ_service	Gender	Designation
293	20344	1500000	18-05-1988	06-10-2016	Male	Grade I
294	20345	1500000	01-01-1989	06-10-2016	Male	Grade I
295	20346	1500000	20-05-1990	07-10-2016	Male	Grade I
296	20347	1500000	15-06-1992	07-10-2016	Male	Grade I
297	20348	3000000	29-06-1987	17-10-2016	M	Manager
298	20349	1500000	13-04-1992	17-10-2016	Male	Grade I
299	20350	3000000	01-03-1989	24-10-2016	Male	DM
300	20351	1500000	01-07-1988	24-10-2016	Male	Grade I
301	20352	1500000	08-10-1988	05-12-2016	Female	Grade I
302	20353	1500000	15-08-1990	05-12-2016	Male	Grade I
303	20354	1500000	16-03-1993	08-12-2016	Male	Grade I
304	20355	3000000	19-12-1992	09-12-2016	Male	DM
305	20356	1500000	03-05-1991	14-12-2016	Male	Grade I
306	20357	1500000	20-06-1992	14-12-2016	Male	Grade I
307	20358	1500000	27-10-1989	16-12-2016	Female	Grade I
308	20359	3000000	21-01-1990	19-12-2016	M	DM
309	20362	1500000	25-04-1993	22-12-2016	Male	Grade I
310	20363	3000000	28-05-1966	26-12-2016	Male	DM
311	20365	1500000	21-12-1987	30-12-2016	Male	Grade I
312	20366	1500000	08-05-1988	30-12-2016	Male	Grade I
313	20367	1500000	25-02-1988	02-01-2017	Female	Grade I
314	20369	1500000	14-08-1992	02-01-2017	Male	Grade I
315	20370	3000000	02-06-1986	03-01-2017	M	Manager
316	20371	1500000	25-05-1989	12-01-2017	Male	Grade I
317	20372	3000000	12-07-1986	16-01-2017	Male	DM
318	20373	1500000	12-07-1992	08-02-2017	Male	Grade I
319	20374	3500000	03-07-1974	14-02-2017	Male	DGM
320	20375	3500000	06-05-1978	17-02-2017	Male	DGM
321	20376	3500000	29-07-1974	02-03-2017	Female	DGM
322	20377	4500000	10-05-1973	11-12-2017	M	GM
323	20378	2500000	06-06-1990	15-01-2018	Female	AM
324	20379	3500000	02-01-1980	06-02-2018	M	AGM
325	20380	2500000	04-09-1990	19-03-2018	Male	AM
326	20381	2500000	12-10-1987	22-03-2018	Male	AM
327	20384	3500000	21-05-1979	15-06-2018	Male	DGM
328	20385	3500000	14-04-1979	26-08-2019	M	DGM
329	20386	4500000	14-07-1969	04-11-2019	Male	CGM
330	20387	3500000	09-07-1975	16-12-2019	M	DGM
331	20388	4500000	18-05-1966	19-12-2019	Male	CGM
332	20389	4500000	28-12-1965	01-04-2021	Male	Sr. GM

## SECTION VII – TECHNICAL SPECIFICATIONS & SCOPE OF WORK

**TABLE 3: LAST 5 YEARS MORTALITY RATE**

<b>Sr No</b>	<b>GENDER</b>	<b>CAUSE OF DEATH</b>	<b>Date of Birth</b>	<b>Date of Joining</b>	<b>Sum Assured (INR)</b>
1	MALE	NATURAL	01-06-1982	09-03-2015	2000000
2	FEMALE	UNNATURAL	13-10-1987	12-09-2016	2000000

**TABLE 4: LAST 5 YEAR'S HISTORY**

<b>Sr No</b>	<b>Policy Year</b>	<b>Total No of Employees Covered</b>	<b>Total SA Covered (INR)</b>
1	2020	354	95,20,00,000
2	2021	345	95,00,00,000
3	2022	332	96,30,00,000
4	2023	338	75,20,00,000
5	2024	335	74,35,00,000

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

## **SECTION VIII - QUALITY CONTROL REQUIREMENT**

**COMPLIANCE STATEMENT (TABLE A)**

<b>Sl. no</b>	<b>Description</b>	<b>Whether Agreed by bidder</b>	<b>Deviation, if any</b>
<b>1</b>	Scope of work of the requirement as per Sec - VII is understood & accepted by the bidder.	<b>Yes agreed</b>	
<b>2</b>	Bidder must comply with prevailing and applicable laws pertaining to carrying out the entire work.	<b>Yes agreed</b>	

\* 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 scope to be provided below at the designated place.

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

**COMMERCIAL COMPLIANCE STATEMENT:**

<b>Sl. no.</b>	<b>Features</b>	<b>Requirements of BNPMIPL, Terms &amp; conditions</b>	<b>Whether Agreed by the firm</b>	<b>Deviation, if any</b>
01	General Conditions for supply	Supply shall be rendered exactly as per the instructions mentioned in the Section VI & VII.	<b>Yes agreed</b>	
02	Technical Specifications	As per the technical requirements mentioned in Section VII under Technical Specifications.	<b>Yes agreed</b>	
03	Quantity	As per the list of requirements mentioned in Section VI of the tender.	<b>Yes agreed</b>	
04	Completion schedule	As per section - VI (List of Requirements)	<b>Yes agreed</b>	
05	Payment terms	As per Section - V, SCC	<b>Yes agreed</b>	
06	Liquidated Damages	As per liquidated damages clause mentioned in the tender.	<b>Yes agreed</b>	
07	Performance security	As per Section - V, SCC	<b>Yes agreed</b>	
08	Warranty/Guarantee	As per Section - V, SCC	<b>Yes agreed</b>	
09	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) <b><u>and confirm that we don't have any counter conditions.</u></b> We also understand that offer with counter conditions is liable for rejection	<b>Yes agreed</b>	
10	Compliance to SIT & SCC clauses	All SIT, Sec III Clauses & SCC , Sec V Clause	<b>Yes agreed</b>	
11	Compliance to Quality Control Requirement	As per Sec VIII	<b>Yes agreed</b>	
12	No deviation to any tender terms	As per scope, tender terms	<b>Yes agreed, submitted in letter head</b>	
13	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
<b>General</b>	<p>a) Bidder* (Individual/ firm/ company/ corporate / LLP / HUF / limited company/AOP/Society/Institution) 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,MOA,AOA/Partnership Deed/Any other registration certificate as applicable</p> <p>Signed &amp; Stamped Annexure – B 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 / debarred by BRBNMPL/ SPMCIL/ BNPMIPL/ any Government Agency, for participating in its tenders.	Declaration as per Annexure–A on company's letter head duly Signed & with company Stamp to be submitted
<b>Experience &amp; Past Performance</b>	<p>a) The bidder should be registered with Insurance Regulatory and Development Authority of India (IRDAI) for carrying out the Life Insurance business.</p> <p>b) The bidder should have provided at least one Group Term Life Insurance policy of one year for minimum 330 personnel in the last five years ending on 30.09.2024 to any organization. (A 'year' in this context is a continuous period of 365 days during last 5 years period ending on 30.09.2024)</p> <p>c) The bidder should have a minimum Claim Settlement Ratio of 98% for the financial year ending on 31.03.2023.</p> <p>d) Total AUM (Asset under management) of the bidder should be more than Rs. 10,000 crores for the financial year ending on 31.03.2023.</p>	<p>a) Copy of Annual Fee paid to IRDAI for FY 24-25 is to be submitted.</p> <p>b) Copy of Order / Contract /Policy issued by the customer to the bidder substantiating the clause.</p> <p>c) Documentary evidence substantiating claim settlement ratio.</p> <p>i. Documentary evidence substantiating the AUM amount.</p> <p>ii. Documentary evidence to be submitted substantiating work completion against the order/ contract mentioned under point iii.</p> <p>iii. Declaration as per Annexure D</p> <p>Note:</p> <p>a) BNPM reserves the right to seek additional documents related to the documents submitted against eligibility criteria.</p> <p>b) Documentary evidence of completion may be Annual report published by IRDAI, Annual report published by bidder, press release etc.</p>



## SECTION IX - QUALIFICATION/ ELIGIBILITY CRITERIA

Category	Eligibility Criteria	Documents required in support of eligibility criteria
<b>Financial Standings</b>	<p>a) Solvency Ratio (Total ASM/Total RSM) must be more than or equal to 150% (or 1.50 times) as per IRDA Guidelines as on year end 31<sup>st</sup> Mar 2023. In case the Minimum Solvency ratio is less than 150% ( or 1.5 times) and IRDAI has accepted the financial plan submitted by the bidder in accordance to the Insurance Act, 1938/IRDA guidelines, such bidder shall also be considered acceptable.</p> <p>(Note: ASM: Available solvency margin, RSM: Required solvency margin)</p> <p>b) Net worth of the firm should not be in negative and Should have not eroded** by more than 30% in the last three financial years period ending on 31.03.2023.</p> <p>** Erosion shall be calculated only on account of reported loss in the statement of P&amp;L account, which has led to reduction in capital.</p>	<p>a) Documentary evidence substantiating solvency ratio as per IRDAI guidelines. Note: In case of solvency ratio is less than 1.50 at year end 31.03.2023, the copy of IRDAI acceptance / acknowledgment against the submitted financial plan.</p> <p>b) CA Audited financial statement for FY 2020-21, 2021-22, 2022-23 If data for net worth of FY: 2019-20 is not available in balance sheet of FY: 2020-21, then bidder to submit audited balance sheet of FY: 2019-20. 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: BNPM reserves the right to verify all credentials submitted by bidders towards eligibility criteria.</p>		

**Note: Consortium/JV, sub-contracting are not allowed.**

### **Land Border Clause:**

- I) \*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). Further, any bidder (including bidder from India) having Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India shall also require to be registered with the same competent authority.
- II) "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.
- III) "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

## **SECTION IX – QUALIFICATION/ ELIGIBILITY CRITERIA**

- 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.

IV) 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) “Controlling 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.

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

VI) 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.

VII) 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.

VIII) 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.

IX) The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

**SECTION IX – QUALIFICATION/ ELIGIBILITY CRITERIA**

-----  
Bidder to furnish stipulated documents is support of fulfilment 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 authorized 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/LTE//2024-25 dated**

**(To be submitted on Company letterhead)**

**DECLARATION**

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:
2. 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.
3. 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.
4. We do hereby declare that we have read and understood all terms and conditions of tender document including GIT, SIT, GCC, SCC, List of Requirement, Technical Specification & Scope of Work, Quality Control Criteria and confirm to abide to those conditions without any counter conditions.

Signature \_\_\_\_\_

Name-----

Designation-----

Date-----

Stamp of the Organization-----

**SECTION IX - QUALIFICATION/ ELIGIBILITY CRITERIA**

**ANNEXURE -B**

**Tender No: BNPM/LTE//2024-25 dated  
(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).

Signature \_\_\_\_\_

Name-----

Designation-----

Date-----

Stamp of the Organization-----



**SECTION IX - QUALIFICATION/ ELIGIBILITY CRITERIA**

**ANNEXURE -C**

**Tender No: BNPM/LTE//2024-25 dated  
(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 IX - QUALIFICATION/ ELIGIBILITY CRITERIA

### ANNEXURE D

#### Experience & Past Performance detail:

**a. Experience Detail**

**i. IRDAI Registration No:**

**, IRDAI Account No:**

**ii Order/Contract /Policy detail:**

Sr No.	Work Order/ Contract No & Date/ Policy No & Date	Name of the client issuing the respective order/ contract/ Policy issued to	Description	Contract/ Policy period	No of personnel covered
1					
2					
3					

**b. Claim Settlement Ratio (FY 22-23):**

**c. AUM ( FY 22-23) :**

**a. Financial Standing Detail:**

Sr No	Financial Year	Turnover (INR)	Net Worth (INR)	UDIN of CA
1	2022-23			
2	2021-22			
3	2020-21			
4	2019-20			

**Solvency Ratio: (as on year end 31<sup>st</sup> Mar 2023):**

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: Providing Group Terms Life Insurance at BNPMIPL, Mysuru**

**Ref: Tender No: BNPM/LTE/318/2024-25 dated 04.10.2024**

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

Sr No(a)	Description of category: (b)	Sum insured (INR)	UOM	Quantity (q) (Person)	HSN/SAC	Unit Price without GST (INR) (c) per person - Annual basis	Input GST @18% (INR) (d) per person - Annual basis	Effective (Basic) Price ( Without GST) (INR)(e) per person- Annual basis	Total Effective (Basic) Price (Without GST) (f) (INR)- for total no of personnel Annual basis
1	Process Assistants : Grade I to IV ( Covered upto 60 years)	15,00,000/-	Nos	171	997132				
2	Assistant Manager ( Covered upto 60 years)	25,00,000/-	Nos	24	997132				
3	Deputy Manager/ Manager ( Covered upto 60 years)	30,00,000/-	Nos	101	997132				
4	Assistant General Manager/ Deputy General Manager ( Covered upto 60 years)	35,00,000/-	Nos	28	997132				
5	General Manager/ Senior General Manager / Chief General Manager ( Covered upto 60 years)	45,00,000/-	Nos	7	997132				
6	Managing Director ( Covered upto 65 years)	45,00,000/-	Nos	1	997132				



## SECTION XII - QUESTIONNAIRE

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

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

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

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



## SECTION XII – QUESTIONNAIRE

S. No.	Description	To be filled by bidder
<b>8</b>	EMD details: Not Applicable	<b>Online / Offline / Exempted/Not Applicable</b>
	a) Online:	NEFT/RTGS Details: _____ Dtd: _____
	b) Offline	DD / BG No. _____ Dtd: _____
	c) Exempted:	Whether NSIC/MSE/DGS&D Reg. no: _____
<b>9</b>	Tender Fee:	<b>Online / Offline</b>
	a) Online:	NEFT/RTGS Details: _____ Dtd: _____
	b) Offline:	DD No. _____ Dtd: _____
<b>10</b>	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	<b>Yes / No</b>
<b>11</b>	We confirm that we have quoted exactly for the tendered services as per the details given in Section VII	<b>Yes / No</b>
<b>12</b>	We confirm that the Price bid is quoted exactly as per your format in Section- XI	<b>Yes / No</b>
<b>13</b>	We confirm that there would not be any price escalation (Except Statutory Charges) during the supply / contract period	<b>Yes / No</b>
<b>14</b>	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	<b>Yes / No</b>

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)

**NOT APPLICABLE TO THIS TENDER  
DOCUMENT**

**NOT APPLICABLE TO THIS  
TENDER DOCUMENT**

**SECTION XV- BANK GUARANTEE FORM FOR PERFORMANCE  
SECURITY**

**NOT APPLICABLE TO THIS  
TENDER DOCUMENT**

**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**