



**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 CANTEEN SERVICES AT BNPMIPL- MYSURU**

This tender document contains .....111..... pages

Tender Enquiry No.	BNPM/NCB/92/2023-24
Tender issuing date	19.05.2023, 11:00 Hours
Pre-bid meeting date & time	Not applicable
Due date & time for bid submission	09.06.2023, 11:00 Hours
Due date & time for tender opening	09.06.2023, 11:30 Hours
Mode of bid submission	Online
Type of tender	National Competitive Bidding (Open Tender)
Tender Processing Fee	Online: Rs. 3000/-+ GST
Details of contact person	Supply Chain & Purchase Department 0821-2401111

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:

Schedule No.	Brief Description of Goods / Services	Tentative Quantity (with unit)	**Earnest Money Deposit	Remarks
1	Providing Canteen Services at BNPMIPL, Mysuru	As per requirement	Rs. 4,20,000/-	Refer Section – VII for Scope of work under Technical specifications

2. **Tender is to be submitted through Online (Through e tender portal)**

**Online ( Through e tender portal ) submission:**

Tenders are to be uploaded on e-tendering portal [www.tenderwizard.com/BNP](http://www.tenderwizard.com/BNP) only in Two part bid system.

i) Part-I - Prequalification Bid & Techno-commercial Bid: Scanned copy of supporting documents related to eligibility criteria, Tax related documents etc (As mentioned in Sec – IX , Qualification / Eligibility Criteria). along with all sections of this tender (except section – XI, Price Schedule , which has to be submitted as mentioned in Sl.No.ii below) duly signed & stamped by authorised person in each & every page. (To be submitted through E-portal only)

ii) Part II – Price Bid:

**For online submission: Price Bid shall be submitted through e-tender portal only.**

**Guidelines to submit online tender:**

- 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/Successful bidders who have not registered for e-tendering should register through the website: [www.tenderwizard.com/BNP](http://www.tenderwizard.com/BNP).
- The registration charges of Rs. 3,000/- plus applicable taxes (per year) are to be paid online only.
- Class III Digital Signature Certificate (DSC) is mandatory to participate in e-Tenders. Participating bidders/Successful bidders have to make sure that they have the valid DSC. If not, they can procure from any of the RAs approved by CCA.
- 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.
- Tenders are to be uploaded in Two-part bid system.

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

**Price Bid should be submitted as per the price bid format provided in Sec – XI, Price Schedule of this tender. Price Bid submitted in any other format will be liable for rejection. Price bids with conditions / Counter conditions are liable for rejection.**

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.

## **SECTION I – NOTICE INVITING TENDERS**

4. In the event of any of the above-mentioned dates being declared as a holiday/ closed day for the purchase organization, the tenders will be sold / received / opened on the next working day at the appointed time.
5. BNPMIPL reserves the right to reject any or all the applied bids without assigning any reason whatsoever. The tender can be rejected on national security grounds.

Yours faithfully,  
For and on behalf of BNPMIPL

Assistant 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 extendable for another two (02) years on yearly renewal basis subject to satisfactory performance at the same terms & conditions. Applicable prices for 2 <sup>nd</sup> year and 3 <sup>rd</sup> year will be as per price variation clause: Sec V, Clause 14. PBG towards performance security/ security deposit is to be extended accordingly with applicable amount. Extension of contract tenure shall be at sole discretion of BNPM. The whole contract or part of contract can be terminated at any time at the discretion of the BNPMIPL with 90 days notice without assigning any reason whatsoever.
<b>2.</b>	<b>Payment Terms</b>	Refer SCC , Sec V.
<b>3.</b>	<b>Security Deposit</b>	<p>Successful bidder shall submit 10% of the total annual order value as Security Deposit/ Performance Security in form of PBG to BNPMIPL within 21 days of issue of LOI. PBG should be valid for one year (i.e contract period) from the date of commencement of contract, and 60 days of claim period thereafter.</p> <p>After submission &amp; confirmation of PBG from respective Bank contract agreement shall be signed. For extension of contract period (if any) against satisfactory performance PBG is to be extended accordingly with applicable amount.</p> <p>Security Deposit / Performance Security will be forfeited if the successful tenderer fails to execute the assigned order as per the requirement of company.</p>
<b>4.</b>	<b>Penalty</b>	<p>BNPM may impose penalty on the receiving of written complaint by Canteen Management Committee (To be mentioned as CMC hereafter) for delay in food service, shortage/ partially shortage of food, unhygienic condition in Canteen &amp; Canteen Staff, Misconduct of Canteen Staff, and Inferior quality of food, foreign material found in food, deviation from Scheduled Menu ,insufficient served quantity as depicted below :</p> <p>a. The successful bidder shall replace immediately any of its personnel who are found unacceptable to BNPM because of security risks, incompetence, conflict of interest, improper conduct, medically unfit etc. on receiving written notice from BNPM. The delay in providing a substitute beyond five working days would attract a penalty @2000/- per day on the service providing agency. In case of more than 15 days delay, BNPM reserves the right for imposition of the aforementioned penalty. However, BNPM may at its discretion terminate the contract also.</p>

## **SECTION I – NOTICE INVITING TENDERS**

<b>S. No.</b>	<b>Title</b>	<b>Description</b>
		<p>b. The successful agency/bidder shall immediately provide a substitute in the event of any persons leaving the job due to his/her personal reasons. The delay in providing a substitute beyond five working days would attract a 1000/- Rs. of penalty per day on the service providing agency. In case of more than 15 days, BNPM reserves the right for imposition of the same. BNPM may in its discretion terminate the contract.</p> <p>c. The successful bidder shall ensure of providing good quality foodstuff. In case the supply is of inferior quality, shortage / partial shortage of food, deviation from Scheduled Menu, insufficient served quantity and delay in food services as per the mentioned time, BNPM shall have the right to impose penalty of Rs 2,000.00 (Rs. Two Thousand only) for each day of such incident. The successful bidder shall also immediately replace the inferior quality of food items at their own cost. Moreover the successful bidder shall ensure that two week's stock of all items should be available in the store failing which a penalty of Rs. 2,000.00 (Rupees Two Thousand only) may be imposed upon him for every day of such incident. BNPM reserves the right for imposition of the same.</p> <p>d. A very high standard of hygiene must be maintained in all respect. Quick day-to-day collection of waste from the premises of BNPM and dispose the material outside the company's premises. At his own cost, The successful bidder shall arrange necessary trolleys/transport arrangements etc. for disposal of waste material/garbage outside the company's premises as per the prescribed norms/practice by the local authority. Failure in quick and proper disposal of waste may make the successful bidder liable to pay fine, which may extend up to Rs.2000/- per such occurrence when ordered by BNPM. BNPM reserves the right for imposition of the same.</p> <p>e. Once the penalty amount is reached to Rs 50,000.00 thousand, BNPM shall have the right to terminate the contract and forfeit the security performance. BNPM reserves the right for imposition of the same.</p> <p>f. On non-conformity towards wearing specified uniform /part of uniform by successful bidder employees may lead to imposition of Rs. 200/- per employee per day. BNPM reserves the right for imposition of the same.</p> <p>g. In case of rotten food/availability/ finding of any foreign material /insects /worms in foods served to the employees, BNPM may impose a penalty of Rs. 5000/- on each incidence. In case of repeated incidence (i.e minimum 2 times within a span of 6 months) the penalty amount will be doubled &amp; contract may be terminated, BNPM reserves the right for the same.</p>

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<b>S. No.</b>	<b>Title</b>	<b>Description</b>
		h. Successful bidder has to provide minimum 27 personnel during week days to work, whereas during weekends i.e. Saturday & Sunday – a minimum 22 personnel need to be there at work. During National Holiday / BNPM Calendar (10+2) Holidays – a minimum of 16 personnel may be deployed. In case of leave/ absence / leaving the job of any person (contract employee), successful bidder has to depute the reliever for the person with equivalent category. Failing these conditions, Rs.1,000/- may be recovered for per person / per day/per incidents.
<b>5.</b>	<b>Integrity Pact</b>	Not Applicable
<b>6.</b>	<b>Warranty</b>	Not Applicable
<b>7.</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> <p>d) 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.</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/ e-mail/ telex. BNPM will respond in writing to such request provided the same is received by BNPM not later than twenty one days (unless otherwise specified in the SIT) prior to the prescribed date of submission of tender. Copies of the query and clarification shall be sent to all prospective bidders who have received the bidding documents and/or hosted in its website.
- C. PREPARATION OF TENDERS**
- 10. Documents Comprising the Tender**
- 10.1. The tender to be submitted by Tenderer shall contain the following documents, duly filled in, as required:
- a) Tender Form and Price Schedule along with list of deviations (ref Clause 19.4) from the clauses of this SBD, if any.
  - b) Documentary evidence, as necessary in terms of GIT clauses 3 and 16 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
  - c) Documents and relevant details to establish in accordance with GIT clause 17 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the tender documents along with list of deviations if any (ref clause 17.3 of GIT).
  - d) Earnest money furnished in accordance with GIT clause 18.1.
  - e) Commercial questionnaire for indigenous & imported items in Volume I.
  - f) Manufacturer's Authorization Form (ref Section XIV, if applicable)
- NB: The tenderers may also enclose in their tenders, technical literature and other documents as and if considered necessary by them.
- 10.2. A tender, that does not fulfil any of the above requirements and/ or gives evasive information/ reply against any such requirement, shall be liable to be ignored and rejected.
- 10.3. Tender sent by fax/email/ telex/ cable shall be ignored.
- 11. Tender currencies**
- 11.1. Unless otherwise specified, the tenderer shall quote only in Indian rupees.
- 11.2. Where the tender condition specifies acceptance of quotations in different currencies, then, for domestic goods, prices shall be quoted in INR only and for imported goods, prices shall be quoted either in INR or in the currency stipulated in the SIT, mentioning, inter-alia, the exchange rate adopted for converting foreign currency into INR. As regards price(s) for allied services, if any, required with the goods, the same shall be quoted in Indian Rupees if such services are to be performed 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. 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.
- 12.2. 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.
- 12.3. While filling up the columns of the price schedule, the following aspects should be noted for compliance:
- 12.4. For goods offered from within India, the prices in the corresponding price schedule shall be entered separately in the following manner:
- a) The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off- the-shelf, as applicable including all taxes and duties like sales tax, VAT, custom duty, excise duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc.
  - b) Any taxes/duties including excise duty, which will be payable on the goods in India if the contract is awarded.
  - c) Charges towards inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and
  - d) The price of incidental services, as and if mentioned in List of Requirements.
- 12.5. For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:
- a) The price of goods quoted FAS/FOB port of shipment, CIF port of entry in India or CIF specified place of destination in India as indicated in the List of Requirements.
  - b) The amount of custom duty and import duty on the goods to be imported, wherever applicable.
  - c) The charges for inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination, as specified in the List of Requirements and
  - d) The charges for incidental services, as and if mentioned in the List of Requirements.
- 12.6. 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.
- 12.7. Excise Duty:
- a) If reimbursement of excise duty intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.
  - b) If a Tenderer chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of

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supply, the tenderer must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in statutory variations being denied to the tenderer.

- c) Subject to sub clauses 12.8 (a) & (b) above, any change in excise duty upward/ Downward as a result of any statutory variation in excise duty taking place within original Delivery Period shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to BNPM by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

- 12.9. Sales Tax/ VAT/ CST/ GST/ Service Tax, work Contract Tax  
If a tenderer asks for sales tax/ VAT/ CST/ GST/ Service Tax/ Work Contract Tax to be paid extra, the rate and nature of such taxes applicable should be shown separately. Such taxes will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to such taxes and is payable as per the terms of the contract. The tenderer shall examine the nature of transactions and applicability of taxes and duties.

- 12.10. Wherever Value Added Tax is applicable, the following may be noted:

- a) The tenderer should quote the exact percentage of VAT that they will be charging extra.  
b) While quoting the rates, tenderer should pass on (by way of reduction in prices) the set off/input tax credit that would become available to them by switching over to the system of VAT from the existing system of sales tax, duly stating the quantum of such credit per unit of the item quoted for.

- c) The tenderer while quoting for tenders should give the following declaration:

"We agree to pass on such additional set off/input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final product on the date of supply under the VAT scheme by way of reduction in price and advise the purchaser accordingly."

- d) The supplier while claiming the payment shall furnish the following certificate to the paying authorities: "We hereby declare that additional set offs/input tax credit to the tune of Rs.....has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted.

- 12.11. Octroi and Local Taxes:  
Unless otherwise stated in the SIT, the goods supplied against contracts placed by BNPM are not exempted from levy of Town Duty, Octroi Duty, Terminal Tax and other Levies of local bodies. In such cases, the supplier should make the payment to avoid delay in supplies and forward the receipt of the same to the purchasing department for reimbursement and also, for further necessary action. In cases where exemption is available, suppliers should obtain the exemption certificate from the purchasing department to avoid payment of such levies and taxes.

- 12.12. Duties/ Taxes on Raw Materials  
BNPM is not liable for any claim from the supplier on account of fresh imposition and/or increase (including statutory increase) of excise duty, custom duty, sales tax etc. on raw materials and/or components used directly in the manufacture of the contracted goods taking place during the pendency of the contract, unless such liability is specifically agreed to in terms of the contract.

- 12.13. Imported Stores not liable to Above-mentioned Taxes and Duties:  
Above mentioned Taxes and Duties are not leviable on imported Goods and hence would not be reimbursed.

- 12.14. Customs Duty:  
In respect of imported stores offered from abroad, the

tenderer shall specify the rate as well as the total amount of customs duty payable. The tenderer shall also indicate the corresponding Indian Customs Tariff Number applicable for the goods in question.

- 12.14.1. For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 11 shall be followed.

- 12.14.2. For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 12 shall be followed.

- 12.14.3. Unless otherwise specifically indicated in this tender document, the terms FOB, FAS, CIF etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris

- 12.14.4. The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 12) is for the purpose of comparison of the tenders by BNPM and will no way restrict BNPM's right to award the contract on the selected tenderer on any of the terms offered.

### **13. Indian Agent**

If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, in a manner described under GIT sub clause 11.2 above, shall also furnish the following information:

- a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.

- b) The details of the services to be rendered by the agent for the subject requirement.

One manufacturer can authorize only one agent/Dealer. Also one agent cannot represent more than one supplier or quote on their behalf in a particular tender enquiry. Such quote is likely to be rejected. There can be only one bid from

- i.) The principal manufacturer directly or one Indian agent on his behalf.  
ii.) The foreign principal or any of its branch/ division  
iii.) Indian/ Foreign Agent on behalf of only one Principal.

### **14. Firm Price/Variable Price**

- 14.1. Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

- 14.2. In case the tender documents require offers on variable price basis, the price quoted by the tenderers will be subject to adjustment during original Delivery Period to take care of the changes in the cost of labour and material components in accordance with the price variation formula to be specified in the SIT. If a tenderer submits firm price quotation against the requirement of variable price quotation that tender will be prima-facie acceptable and considered further, taking price variation asked for by the tenderer as zero.

- 14.3. However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 12 will apply for both firm price tender and variable price tender.

- 14.4. Subject to provisions of Clause 11 above, where prices are quoted in foreign currencies, involving imports - Foreign Exchange Rate Variation (ERV) would be borne by the Purchaser within the original Delivery Period. The offer of the Tenderer should indicate import content and the currency used for calculating import content.

- 14.5. Base Exchange rate of each major currency used for calculating FE content of the contract should be indicated. The base date of ERV would be contract date and variation on the base date can be given up to the midpoint manufacture, unless firm has already indicated the time schedule within which material will be imported by the firm.

- 14.6. In case delivery period is refixed/ extended, ERV will not be admissible, if this is due to default of the supplier.

- 14.7. Documents for claiming ERV:

- a) A bill of ERV claim enclosing working sheet  
b) Banker's Certificate/debit advice detailing F.E. paid and

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- exchange rate
- c) Copies of import order placed on supplier
- d) Invoice of supplier for the relevant import order

### 15. Alternative Tenders

Unless otherwise specified in the Schedule of Requirements, alternative tenders shall not be considered.

### 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 misguiding data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to BNPM in this regard.

### 18. Earnest Money Deposit (EMD)

18.1. Pursuant to GIT clause 10.1(d) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements/NIT Clause I. The earnest money is required to protect BNPM against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 23.23.2 below.

18.2. The earnest money shall be denominated in Indian Rupees.

18.3. The earnest money shall be furnished in one of the following forms:

- a) Account Payee Demand Draft or
- b) Banker's cheque or
- c) Bank Guarantee, (only if EMD amount is above Rs. 1 Lakh)

18.4. The demand draft or banker's cheque shall be drawn on any scheduled commercial bank in India, in favour of Bank Note paper Mill India Private Limited payable at Bangalore. In case of bank guarantee, the same is to be provided from/confirmed by any scheduled commercial bank in India as per the format specified in Volume I in these documents.

18.5. The earnest money shall be valid for a period of forty five days beyond the validity period of the tender.

18.6. Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.

18.7. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The successful tenderer's earnest money will be forfeited if it fails to furnish the required performance security within the specified period.

### 19. Tender Validity

19.1. If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 90 days (Ninety days) in case of single bid tender system and 120 days in case of two-bid system after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

19.2. In exceptional cases, the tenderers may be requested by BNPM to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/email/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly.

19.3. In case the day up to which the tenders are to remain valid falls on/subsequently declared a holiday or closed day for BNPM, the tender validity shall automatically be extended up to the next working day.

19.4. Compliance with the Clauses of this Tender Document: Tenderer must comply with all the clauses of this Tender Document. In case there are any deviations, these should be listed in a chart form without any ambiguity along with justification.

### 20. Signing and Sealing of Tender

20.1. An authenticated copy of the document which authorizes the signatory to commit on behalf of the firm shall accompany the offer. The individual signing the tender or any other documents connected therewith should clearly indicate his full name and designation and also specify whether he is signing,

- 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 furnished along with the tender.



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- 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

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

### **28. Discrepancy in Prices**

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

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

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

### **30. Clarification of Bids**

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

### **31. Qualification/ Eligibility Criteria**

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

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

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

### **33. Schedule-wise Evaluation**

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

discounts, wherever applicable, will be taken into account to determine the tender or combination of tenders offering the lowest evaluated cost for BNPM in deciding the successful tenderer for each schedule, subject to that tenderer(s) being responsive.

### **34. Comparison on CIF Destination Basis**

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

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

- 35.1. Further to GIT Clause 33 above, BNPM's evaluation of a tender will include and take into account the following:
- In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
  - In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.
- 35.2. BNPM's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.
- 35.3. As per policies of the Government from time to time, the purchaser reserves its option to give price preference to Small Scale Industries in comparison to the large scale Industries. This price preference cannot however be taken for granted and every endeavour need to be made by such firms to bring down cost and achieve competitiveness.
- 35.4. If the tenders have been invited on variable price basis, the tenders will be evaluated, compared and ranked on the basis of the position as prevailing on the day of tender opening and not on the basis of any future date.

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

- 36.1. BNPM, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.
- 36.2. The above mentioned determination will, inter-alia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of BNPM as incorporated in the tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by BNPM.

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

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

### **38. Negotiations**

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

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- only in writing.
- 39.2 It will be treated as a serious misdemeanour in case a tenderer attempts to influence BNPM's decision on scrutiny, comparison, evaluation and award of the contracts. In such a case the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by BNPM, in terms of clause 44 of GIT.
- G. Award Of Contract**
40. BNPM reserves the right to accept any Tender and to reject any or all Tenders. BNPM also reserves the right to accept in part or in full any tender or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.
41. **Award Criteria**  
Subject to GIT clause 36 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by BNPM in terms of GIT Clause 34.
42. **Variation of Quantities at the Time of Award**  
No variation of quantities at the time of awarding the contract.
43. **Parallel Contracts**  
BNPM reserves its right to conclude Parallel contracts with more than one bidder (for the same tender). If this is foreseen at the time of Tendering, a clause would be included in SIT giving further details.
44. **Serious Misdemeanours**  
44.1 Following would be considered serious misdemeanours:  
a) Submission of misleading/ false/ fraudulent information/ documents by the bidder in their bid  
b) Submission of fraudulent / un-encashable Financial Instruments stipulated under Tender or Contract Condition.  
c) Violation of Code of Ethics laid down in Clause 32 of the GCC.  
d) Cartel formation or quotation of Pool/ Co-ordinated rates leading to "Appreciable Adverse Effect on Competition" (AAEC) as identified under the Competition Act, 2002.  
e) Deliberate attempts to pass off inferior goods or short quantities.  
f) Violation of Fall Clause by Rate Contract holding Firms.  
g) Attempts to influence BNPM's Decisions on scrutiny, comparison, evaluation and award of Tender.  
44.2 Besides, suitable administrative actions, like rejecting the offers or delisting of registered firms, BNPM would ban/blacklist Tenderers committing such misdemeanour, including declaring them ineligible to be awarded BNPM contracts for indefinite or for a stated period.
45. **Notification of Award**  
45.1 Before expiry of the tender validity period, BNPM will notify the successful tenderer(s) in writing, by registered/speed post or by fax/email / 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.



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Performance Security shall, however, not be demanded again in the individual supply orders issued subsequently against rate contracts.

### 50.4 Renewal of Rate Contracts

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

### 51. Prequalification Bidding : **NOT APPLICABLE**

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

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

### 52. Tenders involving Samples- **NOT APPLICABLE**

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

#### 52.2 Purchaser's Samples:

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

#### 52.3 Pre-Production Samples:

If stipulated in SIT, successful successful bidder 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 Successful bidder 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 Successful bidder 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 Successful bidder (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

## SECTION II – GENERAL INSTRUCTIONS TO TENDERERS

- after the sale contract is concluded.
- 54.2.2 The description of lot in the particulars of sale has been given for the purpose of identification thereof only and the use of such description shall not constitute the sale thereof to be sale by description and no sale shall be invalid by reason of any defect or deviation or variation in any lot or on account of any lot not being exactly described and the purchaser shall not be entitled to claim any damage or compensation whatsoever on account of such fault, error in description, weight or the like.
- 54.2.3 All quantities of scrap whether by weight or measurement mentioned in the Tender notice are only approximate and should the quantity, on actual weight or measurement basis as the case may be and whenever delivered on such basis, works out less than the advertised and /or projected quantity, the BNPM shall not under any circumstances be liable to make good any such deficiency
- 54.2.4 BNPM reserves right to increase or decrease the quantity of any item or items or terminate the contract at any stage by giving one week's notice. No claim whatsoever shall lie against the BNPM on account of such termination of the contract or variation in the quantity.
- 54.2.5 BNPM shall have the right to remove certain items which it feels were not intended for sale but were inadvertently made a part of the scrap material or of the lot offered for sale lying at the premises or were joined or attached to the material offered for sale.
- 54.2.6 Tenderers desirous of purchasing and participating in the tender must visit the site before submitting the offer, after taking due permission from the concerned Stock Holders. The Tenderers submitting the offers shall be deemed to have visited the site and acquainted themselves thoroughly with materials intended for sale in all respect.
- 54.2.7 Any person giving offer shall be deemed to have made himself fully conversant with the Terms and Conditions of the Tender Sale, as well as the location and condition of the materials being sold and shall be deemed to have agreed to all the stated terms and conditions herein under.
- 54.3 Submission of Offer:
- 54.3.1 Unless specified otherwise in the SIT, tenders shall hold good for acceptance for a minimum period of 90 days (ninety days) from the date of opening of the tenders. The offers of the tenderers shall be irrevocable.
- 54.3.2 BNPM reserves right to reject any offer without assigning any reason therefore.
- 54.3.3 Unless otherwise stated in the SIT, the amount of EMD in such tenders would be 5% of the value of the tender. The Earnest Money shall be forfeited if the tenderer unilaterally withdraws, amends, impairs or derogates from his offer in any respect within the period of validity of his offer.
- 54.3.4 If the offer of the tenderer is not accepted by the BNPM, the Earnest Money deposit made by the tenderer shall be refunded to him. No interest shall be payable on such refunds. The EMD deposited by the successful tenderer shall remain with the BNPM till payment of the security deposit (SO) money, as stipulated in relevant Clause, has been made. It may be adjusted as part of the total SO money at the discretion of the BNPM.
- 54.3.5 Commercial tax/terminal tax, Octroi, municipal tax or any other taxes/duties etc. whatever in force shall be payable extra by the purchaser as per rules applicable to BNPM. Current and valid PAN and sales/commercial tax registration number wherever applicable must be provided in the Bid of the Tenderer.
- 54.3.6 All arrangement for lifting and transportation of scrap material, including manpower, crane, transport vehicle and trolley etc., if required shall be made by the purchaser concerned only and the BNPM shall not provide or help in providing any such arrangements and the rate quoted by the purchaser must include such and all incidental charges.
- 54.3.7 Registered dealers who are exempted from payment of Sales
- 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%
- 54.3.8 Tax must submit copies of their Registration certificate of concerned authority and shall be required to submit necessary form duly completed in all respect to BNPM or its representatives before obtaining delivery order, duly signed by the partner of the firm or the person authorized to do so.
- 54.3.8 Evaluation of tenders for Disposal of scrap will be done on similar basis as Tenders for Procurement of Goods, except that the selection of the bidders shall be on the basis of the highest responsive Bidder (H1). In case full quantity is not offered to be taken by the Highest Bidder, parallel contracts would be placed.
- 54.4 Notification of Acceptance and Award of Contract:
- 54.4.1 The successful tenderer, herein after referred to as 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. 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/ 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 successful bidders 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.
- tolerance, 20% of annual quantity requirement may be reserved for Newly Developed firms.
- 55.10 Period of Development Commitment
- A newly developed firm would be granted this facility till only



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

three years after completing the initial Development order. However this facility is not a bar to the firm from competing with already established firms for quantities larger than 20%

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

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

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

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

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

<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 is not applicable for this tender.
3	9	Time Limit for receiving request for clarification of Tender Documents	Should not be later than 07 days prior to prescribed date of submission of tender.
4	10,11,12, 13,14,15	Documents Comprising the Tender, Tender Currencies, Tender Prices, Indian Agent, PVC Clause & Formula, Alternative tenders	No Change except the taxes will be applicable as per GST rules (GIT: Clause 12.7 to Clause 12.13)
5	16	Documents Establishing Tenderer's Eligibility and Qualifications	No Change

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

Sl. No.	GIT Clause no	Topic	SIT Provision
6	17	Documents establishing Good's Conformity to Tender document	No Change
7	18	Earnest Money Deposit (EMD)	Refer Section VI.
8	19	Tender Validity ( <b>120 days in case of two-bid system after the date of tender opening prescribed in the tender document</b> )	No Change
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>	Bid is to be submitted vide BG as per prescribed format or may be submitted Online through e procurement portal
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 no 17 for Evaluation criteria 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:**

- a. In the first stage of evaluation , Pre-Qualification bid & Techno-commercial bid shall be opened together and however, the Techno-commercial bid of pre-qualified bidder who meets the prescribed eligibility criteria (Ref. Sec – IX: Qualification /Eligibility Criteria) shall be scrutinized and evaluated by the competent committee/ authority with reference to the parameters prescribed in the tender document.**
- b. For a bidder meeting the qualification/eligibility criteria and complied to all the terms & conditions and scope of work vide documentary evidence as submitted by the bidder, a team from BNPM will visit the site at which the aforementioned bidder is providing the canteen services and evaluate the service being provided with respect to prescribed parameters, the minimum marks to be obtained for qualification towards service parameters should be 70 out of 100 (Ref Form A : Sec – IX : Qualification / Eligibility Criteria ). A bidder will be techno commercially qualified if the bidder meets the qualification/eligibility criteria, complied to all the terms & conditions and scope of work and scores more than or equal to 70 against service parameters as per the BNPM committee report against their aforementioned visit.**
- c. Subsequently, in the last stage the financial bids of only techno commercially qualified bidders shall be opened for further evaluation.**

Price evaluation to determine L-1 status will be carried out on the basis of overall effective price (i.e without GST) quoted by the bidders.

Initial order will be issued to the successful bidder for one year only. However contract period may be extended with same terms & conditions and scope of work for another 2 years on yearly renewal basis subject to satisfactory performance of the successful bidder. For any yearly extension price will be determined by the price variation clause Sec V, clause 14.

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

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.

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.

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.

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

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

### **Price Discrepancy:**

If the quoted total price of the bidder is found to be less than the prevailing and applicable minimum wage considering the minimum manpower to be deployed ( Ref Sec VII), then the bid may be rejected by BNPM.

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

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

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

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

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

- a) Registered/compounding Successful bidder/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".
- g) If the bidder is a body corporate then GST will be applicable as FCM basis, else GST will be applicable as RCM basis.

**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 Successful bidder 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 Successful bidder and a formal agreement, if executed.

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

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

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

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

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

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

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

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

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

a) The consignee at his premises or

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

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

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

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

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

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

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

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

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

xvi.) PARTIES: The parties to the contract are the "Successful bidder" 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



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

"DDO" means Direct Demanding Officer

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

"DP" Delivery Period

"ECS" Electronic clearing system

"ED" Excise Duty

"EMD" Earnest money deposit

"EOI" Expression of Interest (Tendering System)

"ERV" Exchange rate variations

"FAS" Free alongside shipment

"FOB" Freight on Board

"FOR" Free on Rail

"GCC" General Conditions of Contract

"GIT" General Instructions to Tenderers

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

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

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

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

"LC" Letter of Credit

"LD or L/D" Liquidated Damages

"LSI" Large Scale Industry

"NIT" Notice Inviting Tenders.

"NSIC" National small industries corporation

"PQB" Pre-qualification bidding

"PSU" Public Sector Undertaking

"PVC" Price variation clause

"RC" Rate contract

"RR or RIR" Railway Receipt

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

"SCC" Special Conditions of Contract

"SIT" Special Instructions to Tenderers

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

"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) Successful bidder'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**



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

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

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

### **6. Performance Bond/ Security**

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

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

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

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

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

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

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

### **7. Technical Specifications and Standards**

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

### **8. Packing and Marking**

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

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

### **8.3 Packing instructions:**

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

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

### **9. Inspection and Quality Control**

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

9.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its unsuccessful bidder(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

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destination shall have no bearing of the fact that the goods have previously been inspected and cleared by BNPM's inspector during pre-despatch inspection mentioned above.

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

### **10. Terms of Delivery**

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

### **11. Transportation of Goods**

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

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

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

11.3 Shipping Arrangement for Foreign Contracts: In the case of FOB/FAS contracts, shipping arrangements shall be made by the Ministry of Shipping & Transport (Chartering Wing), New Delhi, INDIA, in accordance with details given in Volume I. The Successful bidder 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 Successful bidder 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 Successful bidder 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 Successful bidder. Successful bidder 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

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

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

- a) Clean on Board Airway Bill/Bill of Lading (B/L)
- b) Original Invoice
- c) Packing List
- d) Certificate of Origin from Seller's Chamber of Commerce
- e) Certificate of Quality and current manufacture from OEM
- f) Dangerous Cargo Certificate, if any.
- g) Insurance Policy of 110% if CIF contract.
- h) 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 domestic goods (including goods already imported by the supplier under its own arrangement) or for eighteen months from the date of shipment from the port of loading in the source country for imported goods offered from abroad, whichever is earlier, unless specified otherwise in the specifications.

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

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

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

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

### **17. Assignment**

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

### **18. Sub Contracts**

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

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

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

### **19. Modification of contract**

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

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

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

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### 20. Prices

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

### 21. Taxes and Duties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

inspection certificate (where applicable), manufacturers' test certificate, etc.

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

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

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

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

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

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

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

a) Original Invoice

b) Packing List

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

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

e) Manufacturer's test certificate

f) Performance/ Warrantee Bond

g) Certificate of Insurance

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

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

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.



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

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

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

### **23. Delay in the supplier's performance**

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

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

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

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

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

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

the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on the said goods and services delivered and performed after the date of the delivery stipulated in the contract.

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

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

### **24. Liquidated damages**

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

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

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

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 Successful bidder**

25.1 Whenever stores are required to be issued to the firm/successful bidder 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 successful bidder 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**

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26.1 BNPM, without prejudice to any other contractual rights and remedies available to it (BNPM), may by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by BNPM pursuant to GCC sub-clauses 23.3 and 23.4.

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

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

### **27. Termination for insolvency**

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

### **28. Force Majeure**

28.1 In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Successful bidder 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, Successful bidders, 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

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

practices during the procurement or the execution of that contract.

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

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

### **33. Resolution of disputes**

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

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

### **34. Applicable Law**

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

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

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

### **35. Secrecy**

35.1 The Successful bidder 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 Successful bidder, 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 Successful bidder. 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 Successful bidder.

### **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 Contract**

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

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

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

36.3.4 No delivery of or materials sold shall be given on Sundays, Gazetted holidays and other shall holidays observed by BNPMIPL. The delivery of the goods or material shall be effected from the

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

premises concerned only during its normal working hours. In order to complete the delivery within the working hours all loading must cease half an hour before the normal closing time of the concerned premises. The decision of the BNPMIPL with regard to the working hour shall be final and binding on the purchaser. Purchaser will not be allowed to lift the Scrap Material from more than one location at a time.

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

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

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

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

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

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

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

<b>Sl. No.</b>	<b>GCC Clause No.</b>	<b>Topic</b>	<b>SCC Provision</b>
1	1 to 5	Definitions; Interpretation and Abbreviations, Application, Use of contract documents and information, Patent Rights, Country of Origin	No Change
2	6	Performance Security	<p>Successful bidder shall submit 10% of the total annual order value as Security Deposit/ Performance Security in form of PBG to BNPMIPL within 21 days of issue of LOI. PBG should be valid for one year (i.e contract period) from the date of commencement of contract, and 60 days of claim period thereafter.</p> <p>After submission &amp; confirmation of PBG from respective Bank contract agreement shall be signed. For extension of contract period (if any) against satisfactory performance PBG is to be extended accordingly with applicable amount.</p> <p>Security Deposit / Performance Security will be forfeited if the successful tenderer fails to execute the assigned order as per the requirement of company.</p>
3	7 to 15	Technical Specifications and Standards, Packing and Marking, Inspection and Quality Control, Terms of Delivery, Transportation of Goods, Insurance, Spare parts, Incidental Services, Distribution of Dispatch Documents for Clearance/ Receipt of Goods	No Change.
4	16	Warranty	Not applicable
5	17 & 18	Assignment, Sub Contracts	No Change
6	19	Modification of contract	No Change

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

7	20 & 21	Prices, Taxes and Duties	GST as applicable shall be quoted. Also, refer point 13.
8	22	Terms and Mode of Payment	Refer Sr No 13.
9	23 to 32	Delay in the supplier's performance, Liquidated damages, Custody and Return of BNPM's Materials/ Equipment/ Documents loaned to Successful bidder, Termination for default, Termination for insolvency, Force Majeure, Termination for convenience, Governing language, Notices, Code of Ethics	Clause no. 26 of GCC to be read along with point no. 14 The contract can be terminated at any time at the discretion of the BNPMIPL with 90 days notice without assigning any reason whatsoever. 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 to this tender

### **SPECIFIC TERMS AND CONDITIONS OF CONTRACT:**

**13. Terms & Mode of Payment:** (Against GCC Clause 22). Monthly payment shall be released within 30 days from the date of submission of bills certified by concerned BNPM officer. BNPM will pay the successful bidder as per the plate wise rates quoted in the price bid only and as per the actual plate count ( i.e actual consumption ) of the month ( including as & when required basis items if any)however successful bidder has to ensure all the statutory norms & charges as applicable towards the deputed personnel of the successful bidder.

a.No advance payment will be made to the successful bidder . Monthly payment shall be released within 30 days from the date of submission of bills certified by competent authority of BNPM. The payment of monthly bills shall be made after verifying the original challans for depositions of Professional Tax, Provident Fund, ESIC, GST by BNPM. If any payment shall be made inadvertently to the successful bidder on his contract, BNPMIPL shall recover such amount from the successful bidders, either by deducting the amount from any sums that may be due or may become due to the successful bidders by the company on any account whatsoever from this or from any other contract or from the security cum earnest money deposit made by the successful bidder.

b.BNPM has installed a system called Canteen Management System(CMS) with a token generating facility for getting a consumption of canteen ( No of Plates Count) which shall be used for verification of the monthly bill submitted by the successful bidder. Successful bidder is responsible to collect the coupon from the BNPM Employees, Contract Employees, and Guests for providing them meals. The report generated by the system will be final. BNPM reserves the right to change the mode of operation. The successful bidder shall submit the monthly bills enclosing the certificates as mentioned in succeeding para for payment.

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

c. Acknowledgement of receipt of wages by personnel deployed duly indicating the earnings, deductions towards PF and ESI.

d. The proof of challan/receipt deposited with the PF Commissioner and ESI office for the payment made towards applicable PF, ESIC for the previous month shall be submitted within 10<sup>th</sup> of each month to HR dept, while claiming the bill for the current month. In the absence of the proof, the bills will not be processed. BNPM may ask for producing the originals of any documents for verification.

e. Bank Statement showing debits from successful bidder's bank account towards payment of wages to its personnel deployed at BNPM.

f. The TDS shall be made as per the provisions of Income Tax Act, as amended from time to time, and a certificate to this effect shall be provided by BNPM to the agency.

g. First payment shall be released after furnishing Performance Bank Guarantee/Security Deposit.

h. The successful bidder shall make regular and full payment of remunerations as due to its personnel under service contract with salary slips and furnish necessary proof whenever required. The payment of personnel by the successful bidder should be made on or before 7<sup>th</sup> of every month. The successful bidder must provide monthly Pay Slip, EPF No. & ESI Cards, duly activated, to each person engaged by him against this contract.

i. The successful bidder will ensure the remittance of remunerations to the personnel deployed by them in BNPM by directly transferring into their respective Bank Accounts.

j. In case BNPM receives any complaint(s) regarding non-payment of salaries to the personnel deployed with it, the amount to the employee will be recovered from the bills of agency and paid to such personnel.

k. Payment shall be done in INR only. Payments to supplier shall be made by electronic transfer.

l. The Security Deposit will be forfeited if the successful tenderer fails to execute the assigned order as per the requirement of company.

m. ACCEPTANCE OF PRE-PAID MEAL VOUCHERS/COUPONS (IF APPLICABLE): If at any time by company policy pre-paid meal vouchers are issued to BNPM employees by the company in lieu of food subsidy, then the successful bidder shall accept the pre-paid meal vouchers in the Canteen from the BNPM employees for Breakfast, Lunch, dinner, evening and midnight snacks etc. which should be collected and redeemed along with bills. However, BNPM in whatsoever manner will not be responsible for the collection of price of the items from the employees. The successful bidder may raise the running bill every fortnightly or company shall have the right to change the process.

n. Payment will be released on actual plate count basis per month only. However, if the monthly billing amount is less than the aggregate amount pertaining to minimum no of plates per month for all the meals inclusive of Menu 1 and Menu 2 then the successful bidder may raise the bill based on total value of minimum plates inclusive of Menu 1 & Menu 2 as per the rates quoted in price bid (per plate basis). Otherwise monthly billing is to be made as per the actual plate count as per the rates quoted in price bid (per plate basis).

### **14. Price variation:**

As such, Price quoted will remain fixed & firm for the contract period and there shall be no variation / escalation on any account other than statutory charges. Any upward / downward revision in GST shall be considered at actuals. No claim in respect of any type of violation of any relevant rules etc., shall be

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

payable. However, if the contract is extended on yearly renewal basis then based on change in wholesale price index (reference is hereunder), existing order price will be revised for food items.

**Reference for Price Variation:** Percentage increase / decrease in food articles (WPI of Food Articles) Year on Year as notified by Government of India, Ministry of Commerce & Industry, Office of Economic Adviser in the Index Numbers of Wholesale Prices(Commodity Name: Food Article) in India shall be considered for extension of the order and the yearly price will be derived accordingly.

For calculation purpose, WPI of Food Articles will be compared as Year on Year basis i.e WPI of Food Articles as available on the commencing month of the contract will be compared with WPI of Food Articles for applicable renewal month of next year of contract. As the WPI for a particular month is available on subsequent month thereby revised price will be calculated accordingly after availability of the index. Previous monthly invoices will be adjusted accordingly.

Any upward / downward revision in GST shall be considered at actuals. No claim in respect of any type of violation of any relevant rules etc., shall be payable.

### **15. Contract Period:**

The contract shall be awarded for a period of One (01) year extendable for another two (02) years on yearly renewal basis subject to satisfactory performance at the same terms & conditions. Applicable prices for 2<sup>nd</sup> year and 3<sup>rd</sup> year will be as per price variation clause: Sec V, Clause 14. PBG towards performance security/ security deposit is to be extended accordingly with applicable amount. Extension of contract tenure shall be at sole discretion of BNPM. The whole contract or part of contract can be terminated at any time at the discretion of the BNPMIPL with 90 days notice without assigning any reason whatsoever.

**16. Statutory deductions:** Statutory deductions shall be made at source as per prevailing rate.

**17. Performance evaluation of the contract :**

### **Performance Evaluation Chart:**

Sr No	Inspected area	Evaluating marks					Marks obtained
1	<b>Kitchen area</b>						
a	Equipment cleaning process and maintenance	1	2	3	4	5	
b	General housekeeping, cleaning and upkeep	1	2	3	4	5	
2	<b>Dry storage area</b>						
a	Housekeeping	1	2	3	4	5	
b	Stock storage procedure and upkeep	1	2	3	4	5	
3	<b>Wet storage/ freezer/foster</b>						
a	Cleaning, upkeep and maintenance	1	2	3	4	5	
b	Storage, stacking in fridge & tagging system	1	2	3	4	5	
4	<b>Vegetable storage area</b>						

## SECTION V – SPECIAL CONDITIONS OF CONTRACT

a	Quality of vegetable, ordering procedure/maintaining	1	2	3	4	5	
b	Housekeeping and maintenance	1	2	3	4	5	
5	<b>Service counter</b>						
a	Housekeeping, upkeep and maintenance of equipment at all counters	1	2	3	4	5	
6	<b>Pot washing and dish washing area</b>						
a	Housekeeping, cleaning and washing area	1	2	3	4	5	
b	Stacking of utensils and ware.	1	2	3	4	5	
7	<b>Garbage storage area</b>						
a	Frequency to dispose, housekeeping and record	1	2	3	4	5	
8	<b>Hand wash area</b>						
a	Housekeeping/cleaning	1	2	3	4	5	
9	<b>Providing adequate manpower, personal hygiene, uniform,</b>						
a	Grooming, personal hygiene, uniform, ppe	1	2	3	4	5	
b	Absenteeism and deployment	1	2	3	4	5	
c	Record (attendance, daily wages, esi, pf, salary slip etc.)	1	2	3	4	5	
10	<b>Taste of food</b>	1	2	3	4	5	
11	<b>On time serving at required counters</b>	1	2	3	4	5	
12	<b>Maintaining all statutory obligations , Minimum wages , VDA, PF, ESI &amp; all other applicable allowances as per Labour &amp; Labour Laws</b>	1	2	3	4	5	
13	<b>Maintaining Safety , Security</b>	1	2	3	4	5	
	<b>Total Marks</b>					100	

Based on the marks obtained, gradation will be proved to the successful bidder against execution, refer table below.

<b>GRDATION:</b>		
<b>Sl No</b>	<b>Marks Obtained</b>	<b>Grade</b>
1	Less than 70	D ( Not Satisfactory)
2	71-80	C ( Satisfactory)

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

3	81-90	B ( Good Service)
4	More than 91	A (Excellent Service )

**Note: Canteen Services provided by the Successful bidder shall be reviewed annually or as & when required basis as per the discretion of BNPM based on the above performance evaluation & gradation chart during the tenure of the Contract. Same will be done by the Chairman of Canteen Committee & HR Departmental Head of BNPM. Based on the gradation achieved by the successful bidder, BNPM reserves the right to take suitable action.**

### **16. Labour and Labour Laws**

- a) The successful bidder shall comply at its own cost with all prevailing statutory provisions as laid down under various Labour Laws like- Minimum Wages Act, 1948, VDA, Provident Fund & Misc. Provisions Act 1952, ESI Act 1948,( successful bidder should have valid PF, ESI Registration ), Bonus Act 1965, Gratuity Act 1972, Contract Labour Act (Regulation & Abolition ), Workmen's Compensation Act 1923, Factories Act 1948, Industrial Dispute Act, Payment of wages Act 1936 , Karnataka Labour Welfare Fund Act and all other applicable statute as applicable & amended from time to time. In case of violation of such statutory provisions under the labour law by the agency, there will not be any liability on BNPM and the contract will be liable for termination.

No labour below the age of the minimum age of work as prescribed by the Govt. of India shall be employed on the work.

The successful bidder should comply with the following provisions prescribed in the Factories Act 1948.

- a. Working hours should not exceed the permissible limits mentioned in the Factories Act 1948.
  - b. The employee should get weekly off as per the provisions of the Factories Act 1948.
  - c. Overtime is not entertained by BNPM and overtime cost shall not be paid by BNPM.
  - d. The successful bidder should abide by the provision of Section – 79 of Factories Act 1948, in so far as annual leave with wages of his employees is concerned.
- b) The successful bidder shall fully indemnify the Company for any default or non-observance by the successful bidder or any of their representatives of any of the provisions of the above mentioned enactments and the rules framed there under. Even though the successful bidder shall be solely liable for settlement of any claim made by any person due to the non-observance by the successful bidder of any of the provisions or otherwise of the enactments cited, the Company reserves its right to settle directly any amount due by the successful bidder as mentioned above and to recover such amounts from any of the amounts payable by the Company to the successful bidder or in the absence of the same as debt due to the Company by the successful bidder.
- c) Existing Minimum wage & V.D.A rates w.e.f 01.04.2023 vide notification from Office of Chief Labour Commissioner-Central, Ministry of Labour & Employment, Govt of India, Date – 03.04.2023, Ref No: File No: 1/5(3)/2023-LS- II are as follows:

Category of worker	Rate of wages including V.D.A at B area
Unskilled	616
Semi-Skilled	695
Skilled	816
Highly Skilled	897

The Successful Bidder will have to obtain the valid labour license under the Contract Labour (Regulation & Abolition) Act - 1970 with Contract labour (R&A) Rules - 1971 from the appropriate authority and will have to submit the certified Photocopy of the same to the BNPM. They have to abide by the rules made thereunder the Act.



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Successful bidder has to compulsorily obtain the labor license from respective Government authorities and submit to BNPM, if the total manpower is more or equal to 20 on any single day throughout the year.

The contractor will have to obtain all necessary licences for running the canteen under the relevant acts including license under FSSAI for BNPM & prevailing contract labour regulation & abolition act for BNPM and the contractor will be solely responsible for all the consequences for not obtaining such licenses within required time period failing which BNPM at own discretion may take necessary action or may terminate the contract. Necessary renewal of all the licenses are to be taken by the successful bidder. Expenditure incurred for obtaining & renewal of any applicable license shall not be borne / reimbursed by BNPM.

- d) The successful bidder has to ensure to pay his/her deputed personnel at BNPM ,Mysuru as per the existing Minimum Wages, VDA & other statutes as per the notification of Ministry of Labour & Employment time to time.

On Non – submission of statutory compliances towards deputed personnel by the successful bidder, total submitted monthly bill amount or part of the submitted bill may be kept on hold/ deducted or certain percentage of the bill may be kept on hold/ deducted as deemed fit & as per the discretion of BNPM.

- e) The successful bidder has to meet and ensure all statutory liabilities such as PF, ESI, Retrenchment benefit, Leave Encashment etc. towards his workers. In addition to above, the successful bidder has to pay the amount, if any, required to be paid to these labourers as and when ordered by Labour Authorities / Court pertaining to the tenure of this contract.
- f) Weekly off should be provided by the successful bidder to all employees of the successful bidder (deployed at BNPM) as per the factories act 1948 and rules made under, it is the responsibility of the successful bidder to arrange manpower to meet service requirement of 365 days (24x7) hours basis (as per scope of work and as per the requirement of BNPM) and deploy reliever accordingly complying all acts under labour & labour laws. Reliever to be deployed on weekly off, national holidays or any leaves taken by employees of the successful bidder (Deployed at BNPM).

### **17. Compensation for damages:**

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

### **18. Successful bidder's responsibility:**

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

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

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

### **20. Employment liability towards workers employed by the successful bidder :**

- a) The successful bidder shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All persons engaged by the successful bidder shall be on successful bidder's payroll and paid by successful bidder. All disputes or differences between the successful bidder and his/her/their employees shall be settled by successful bidder.
- b) Purchaser has absolutely no liability whatsoever concerning the employees of the successful bidder. Purchaser reserves the right to make payments directly to such employees or sub-successful bidder of the successful bidder and recover the amount in full from the bills of the successful bidder and the successful bidder shall not claim any compensation or reimbursement thereof.
- c) The successful bidder shall advise in writing or in such appropriate way to all of his employees and employees of sub-successful bidders and any other person engaged by him that their appointment/employment is not by the Purchaser ( BNPM) but by the successful bidder and that their present appointment is only in connection with the contract with Purchaser and that therefore, such an employment/appointment would not enable or make them eligible for any employment/appointment with the Purchaser either temporarily or/and permanent basis. Under no conditions shall the benefit of BNPM rules, wages & allowances, facilities etc. be claimed by the successful bidder and for his own employees.

### **21. Notices to local bodies :**

The successful bidder shall comply with and give all notices required under any Government authority, instruction, rule or order made under any act of parliament, state laws or any regulations or by-laws of any local authority relating to the works.

### **22. Employees PF & Misc. Provisions Act :**

- a) The successful bidder shall submit a monthly statement indicating employee-wise with their respective code PF remittance for the previous month in respect of each of the personnel engaged by him in the Form 12A & separate monthly PF Challan prescribed under the Employees PF & Misc. Provision Act, 1952, along with a list of labour engaged by him and the amount deposited to their respective account and it should be countersigned by him.
- b) In addition, in the month of May of each year, the successful bidder shall submit the documents in Forms 6A & 3A prescribed under the PF Act, pertaining to the full year (previous Financial year), verifying from these documents that all the necessary deposits (PF & FP) for the full year have been made by him into the individual accounts of all personnel engaged by him during the previous year.

### **23. Employees State Insurance Act :**

- a) The successful bidder agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by Employees State Insurance Act, 1948, and the successful bidder further agrees to defend indemnify and hold Purchaser harmless from any liability or penalty which may be imposed by the Central, State or local authority by reason of any asserted violation by successful bidder, or sub-successful bidder of the Employees' State Insurance Act, 1948 and also from all claims, suits or proceedings that may be brought against the Purchaser arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of the successful bidder, by third parties or by Central or State Government authority or any political sub-division thereof. The successful bidder shall have a valid ESI registration.



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- b) The successful bidder agrees to file with the Employees State Insurance Corporation, the Declaration forms and all forms which may be required in respect of the successful bidder's or sub-successful bidder's employee whose aggregate remuneration is within the specified limit and who are employed in the work provided or those covered by ESI Act under any amendment to the Act from time to time.
- c) The successful bidder shall be responsible to ensure that ESI contribution is deducted from the wages of its workers every month and the amount so deducted from the wages of its workers together with employers' share is remitted to ESI Corporation in their Code No. in each month. The successful bidder is also required to submit monthly ESI challan with ECR & the copies of ESI cards issued to his workers from ESIC.
- d) The successful bidder agrees to maintain all records as required under the Act in respect of employees and payments and the successful bidder shall secure the agreement of the sub-successful bidder to maintain such records. Any expenses incurred for the contributions, making contribution or maintaining records shall be to the successful bidder's or sub-successful bidder's account.
- e) The Purchaser shall retain such sum as may be necessary from the total contract value until the successful bidder shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid.

### **24. Workmen's Compensation and Medical Insurance :**

Successful bidder's employees (as deployed by the successful bidder), who are exempted from ESI scheme should be covered under Workmen's compensation policy and a medical insurance of Rs 2 Lakhs.

### **25. Model Rules for Labour Welfare**

The successful bidder shall at his/her/their own expenses comply with or cause be complied with Model rules for Labour Welfare as appended to those conditions or rules framed by the Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the successful bidder fails to make arrangements as aforesaid the Purchaser shall be entitled to do so and recover the cost thereof from the successful bidder.

### **26. Tax deduction at source**

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

### **27. Safety & Security Measures:**

- a) The successful bidder should scrupulously conform to the safety and security norms as stipulated by BNPM while working in the security area. The successful bidder shall take all the precaution while executing this work. Protective gears such as Helmets, shoes, belts, gloves etc. (as required) shall be provided by the successful bidder at his own cost to all his workers at site. Details of the uniform are as under :

Sr No.	Category of worker	Description of uniform	Bidder's Compliance : Yes/No/ Deviation
1	Supervisor	White Terrycot Shirt , Black Trousers, White Socks , Black Oxford Shoes	

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

2	Chef, Kitchen Staff	White Chef Coat, Black Trousers, Safety Shoes, Black Socks, Chef's Cap, Neck Scarf, Apron	
3	Serving Staff	White Terrykot Shirt, Black Trousers, Matching waist Coat, Safety Shoes, Black Socks, Apron, Cap	
4	Cleaning Staff/ Utility Staff	Grey Cotton T Shirt, Black trouser, Gum Boot, Apron ( Water Proof) For Ladies: Grey Suit, Black Salwar, Safety Shoes / Gum Boot, Over Coat ( Black) & water proof Apron, Bun Cap.	

Note: Uniform provided to successful bidder employee must be fitted as per the respective size of the employee. In rainy season Rain Coat & Gum Boot are to be provided.

- b) The successful bidder shall impose such requirements on all sub-successful bidders (if applicable) also. It shall be the responsibility of the successful bidder to ensure that such protective gear is worn at all times by all personnel working at site. BNPM shall have the right to stop any person not wearing such protective gear from working on the site. BNPM is a security organization and its premise is declared as Prohibited Area. Hence the successful bidder has to abide by the security rules of the Company.
- c) The successful bidder shall engage sufficient number of manpower (as required) of adult competent and has to ensure the character and antecedent of the persons deployed. Successful bidder should ensure that nothing adverse has been found against them.
- d) In case of accident, including result in any death or disability to the worker the same should be immediately reported to the concerned authority and such other concerned authorities under various labour laws. Any person found under the influence of alcohol or intoxicating drugs on duty is unfit for duty and should not be allowed to work. His work permit should be cancelled and he would be sent out of the premises of the work. 30% of the successful bidder's employee should have training on first aid & fire fighting. Certificates of the same should be produced as & when asked by BNPM.
- e) The successful bidder shall employ only Indian Nationals as his representatives, agent, servant, and workers, verify their loyalty before employing. The successful bidder shall not engage / employ persons below the ages of 18 years. The successful bidder shall employ required number of persons for the proper performance of the services and shall make his own arrangement for his workers. The successful bidder will be responsible for payment of compensation, insurance etc. in respect of his workers and comply with the rules governing the labourers.
- f) If any worker of the successful bidder indulges in theft or any illegal/irregular activities, misconduct, the successful bidder will take appropriate action as per law and rules against its erring workers in consultation with this office and intimate the workers. Such workers, who indulge in such type of activities, should not be further employed in this office by the successful bidder in any case.
- g) The successful bidder shall ensure smooth conduct and behaviour on the part of his employees and shall endeavour to maintain discipline and industrial peace. In the event of any strike by the successful bidder's employees, the successful bidder shall ensure that the normal product operations are not affected in any manner by employing workers from an alternate source. In case of his failure to do so, management will deploy the manpower by their own means and debit the cost of the same towards successful bidder's bills.
- h) The employed contract labour should have valid police verification from the respective police authorities, endorsed by successful bidder before taking them on work at BNPMIPL, Mysore. The expenses for such verification etc are to be borne by the successful bidder and BNPMIPL will not pay anything towards such expenses. If any report found against any contract labour in the duration of the contract, the successful bidder has to remove the employed labour. Contract labour should have police verification from the respective police authorities endorsed by successful bidder before taking them on work at BNPMIPL, Mysore. The expenses for such verification etc. are to be borne by the successful bidder and BNPMIPL will not pay anything

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towards such expenses.

- i) The Company reserves its right to advise the successful bidder to remove from service any of the successful bidder's workers if any of such worker's behaviour or conduct is not conducive for the general discipline, safety, hygiene and security of the Company or for any other reasons that the company may deem fit and the successful bidder shall immediately do so.
- j) The successful bidder must be in a position to produce such documents of fitness whenever asked for to do so. The successful bidder's authorized representative ( owner/ director/manager/partner) shall visit at least once in a month at BNPM, Mysore to get feedback of the service rendered by the successful bidder viz-a – vis corrective action required to make service more efficient.
- k) All materials and articles brought by the successful bidder to the work site shall have to be declared at the Security Gate. Also, no materials shall be taken out from the company premises without proper gate pass/authorization by the competent authority.
- l) The company being a secured area (declared as Prohibited Area by Govt of Karnataka), restriction of men and materials in to the company premises are very essential both for safety and security point of view. The successful bidder shall strictly follow the administrative and security regulations of BNPM at the site of work regarding entry of personnel, vehicles, materials etc. and other regulations that might be enforced from time to time at the work site for efficient operation.
- m) The Successful bidder's employees shall be liable to be frisked / checked by the CISF security personnel at BNPM premises or on duty at any time during performance of their duties.
- n) The material gate pass shall be made by Successful bidder or its representative & shall be cleared by the company-nominated In-charge which will further be regulated by CISF Security at Gate office. The manpower Gate pass shall be prepared by successful bidder, then submitted to the company-nominated In-charge, and then, it shall be recommended to CISF Security on nature of job. Then the In-charge CISF Security shall regulate manpower entry as recommended. Successful bidder shall arrange photo ID passes for its workers. Successful bidder shall arrange photo ID passes for its workers. In case of any doubts, disputes or difference of opinion the CISF manual / circulars on Security procedures shall be the guiding principles to all.
- o) Note: Working Hours for ladies staff will be from 9:30 am to 6:00 pm.

### **Guidelines of Sexual Harassment Act 2013**

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

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### **28.Cleanliness, Health , Hygiene :**

- a) Successful bidder is required to ensure complete cleanliness, health & hygiene at the site. The successful bidder should ensure that all workers are free from diseases and maintain required neatness and cleanliness and behave properly with employees of BNPM while working in the factory during working hours. The successful bidder shall exercise proper control over them and prevent them from acting in any way which would be detrimental or prejudicial to the industrial peace and its day to day smooth functioning. Personnel deployed at BNPM site should be strictly prohibited from smoking, alcohol, drug or consumption of any kind of tobacco. Successful bidder shall ensure that their employ should not consume any kind of tobacco, alcohol, and drug smoking means in BNPM premises or should not come on duty after consumption.
- b) Successful bidder must ensure the good personal hygiene of their staff like trimmed hair, daily shaving, trimmed nails, hair bun for ladies, clean and crisp uniform, and polished shoe must be free from any body odour. All deputed personnel of the successful bidder employed for handling the food items should be subjected to periodical medical examination/ Food Handler Test with Medical Reports like Chest X Ray, Blood Test, Stool & Urine Test etc with a Fitness Certification as per Annexure (i) for every 6 months & as and when the company deems it necessary and as required under the Karnataka Factories Rules. The charges for such medical examination of the successful bidder's worker shall be borne by the successful bidder. The aforementioned Tests & Certification should be submitted by the successful bidder before deployment of Manpower. Personnel / Manpower of the successful bidder will be permitted to be deployed at BNPM or continue the service at BNPM after approval of the Medical Officer of BNPM against the aforementioned documents pertaining to Tests & Certificates of the personnel to be deputed. These Tests & Certifications of the Personnel are to be carried out at the own cost of the Successful Bidder, BNPM will not reimburse the amount.
- c) Successful bidder will be responsible for the cleanliness of crockery, cutlery, cooking utensils, furniture, fixtures etc. including that of kitchen & canteen hall. BNPM will neither provide any cleaning materials, dusters, etc. for the same or any extra payment will be made on this account. The successful bidder shall arrange for the fumigation/pest control of the kitchen, store, cafeteria regularly (preferably once in 15 days) at his own cost.
- d) BNPM reserves its right to take samples of edibles/raw materials from the canteen for the purpose of inspection & investigation and get the same tested in laboratory with a view to maintain the requisite standard of quality. However, such samples will be drawn either by authorized representatives of BNPM or by any Government/Local Self Government authorities, as per procedure laid down in Prevention of Food Adulteration Act and allied Act. In case of failure of sample contactor shall fully responsible and answerable to the Government/Local Self authorities and also bare all losses/fine/penalty or legal action decided by authority. BNPM shall have the right to impose penalty as decided by management for each incident.
- e) To ascertain the fitness of the worker deployed by successful bidder, all workers deployed by the successful bidder shall be subjected to annual health check-up within one month of deployment and the report is to be submitted by the successful bidder to BNPM. The health check up shall include general health checks, blood tests, audiometry test, eyesight test etc. The charges for annual health checkup of the successful bidder's workers shall be borne by the Successful bidder.
- f) All workers of the successful bidder employed should be provided with necessary PPE to carry out their work. The charges for providing PPE to the successful bidder's workers shall be borne by the Successful bidder. All contract employees have to follow the safety rules

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

prevailing in BNPM. Successful bidder shall be solely responsible for the safety of its employees. Successful bidder shall be responsible for providing all safety PPEs to their employees for carrying out the operation and maintenance works in BNPM premises. Any accident/ incident and its effects caused due to non-availability of proper PPEs / due to the reason that the Successful bidder's employee is not properly using the PPEs/ haven't been properly trained to use PPEs shall be the responsibility of the Successful bidder.

- g) The cost for annual health check-up and PPE may be included in "Overhead, admin, profit" charges in price bid. No separate reimbursement will be paid to the successful bidder by BNPM.
- h) Hepatitis B, Covid 19 (Double vaccination), Typhoid.

### **29.Site visit:**

- a) Any site information given in this tender document is for guidance only. The tenderer is advised to visit and examine all sites of works and its surroundings at his/her/their cost and obtain for himself/herself on his/her own responsibility, all information that may be necessary for preparing the tender and entering into a Contract.
- b) For visiting BNPM, Mysore plant prior permission is to be taken by prospective bidders from competent authority at BNPM, Mysore. Email may be send at scm.tender@bnpmindia.com in this regard.

### **30. Risk Purchase :**

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

- i. Termination of the contract
- ii. Render service from other agencies at the risk and cost of the successful bidder. The cost difference between the alternative arrangement and existing contract value wherein default has been made will be recovered from the successful bidder along with the other incidental charges.
- iii. In case of rendering service through alternative sources, if price is lower than the existing contract value wherein default has been made, in such case no benefit on this account will be passed on to the supplier.
- iv. Security Deposit/Performance Security (PBG) will be forfeited without giving further notice.
- v. Holiday Listing/ Debarment/Blacklisting as per the discretion of BNPM.

### **31. Bid Security :**

The MSE Bidders has to submit Bid Security Declaration as per Annexure C along with valid NSIC/UDYAM , however if the bidder withdraws their bid after opening/finalisation of the tender, then suitable administrative action may be taken including Holiday Listing/ Debarment as per the discretion of BNPM.

### **32.Service Delivery:**

The date of commencement of work will be mentioned in the LOI. It is responsibility of the successful bidder to arrange manpower services at BNPM, Mysore. The necessary transportation arrangement for manpower should be provided by the successful bidder.



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### **33. Working Hours :**

The working hours for the successful bidder's personnel will be during BNPM's working hours viz.

- i. A Shift: 0600 hours to 1400 hours,
- ii. B Shift: 1400 hours to 2200 hours and from
- iii. C Shift: 2200 hours to 0600 hours.
- iv. General ( G) shift : 0930 hours to 1800 hours.

The successful bidder shall be responsible to depute personnel as per the requirement. Shifts will be assigned by BNPM officials. Working hours should not exceed the permissible limits mentioned in the Factories Act 1948.

### **34. Wages to successful bidder's workers :**

Successful bidder should have their own terms and conditions for employment of their employees. Under no conditions shall the benefit of BNPM rules, wages & allowances, facilities etc. be claimed by the successful bidder and for his own employees. The minimum wages paid will be either State rate or Central Government rate whichever is higher as per rule. No unauthorized deductions will be made from the wages of the labour. Successful bidder will also be responsible to comply with provisions regarding payment of wages, service conditions, extension of welfare amenities etc. As contained in Chapter-V of the Contract Labour (Regulation & Abolition) Act-1970 & Chapter V & VI of the Contract Labour Central Rules, 1971 at his cost. The employment of any worker is terminated by or on behalf of the successful bidder the wages earned by him shall be paid before the expiry of second working day from the day on which the employment is terminated. The wages shall be paid without any deductions of any kind except those specified by the Central Government by General or Special order in this behalf or permissible under The Payment of Wages Act 1936 (4 of 1936). The notice showing the wage period, Place, date & time of disbursement of wages shall be displayed at the place of work & a copy sent by the successful bidder to the principal employer under acknowledgement.

"CERTIFIED THAT THE AMOUNT SHOWN IN THE COLUMN NO----- HAS BEEN PAID TO THE WORKER VIDE BANK TRANSFER AND RELATED DOCUMENTS ARE VERIFIED".

In case advance/loan is provided to any employee of successful bidder by the successful bidder, BNPM shall not be responsible for recovery of the same. Successful bidder may recover the same from his employee from employee's monthly salary in phase wise manner. However, this deduction cannot be more than 25% of the gross monthly salary of that employee. This is inline with minimum wages Act chapter 4 clause 21 point no. 6. For any advance payment successful bidder has to submit the documents to BNPM. However, successful bidder should avoid such advance payments.

### **35. Registers and Records and Collections of Statistics, as per Contract Labour (R&A) Act.**

In respect of employment which are governed by The Payment of Wages Act (4 of 1936) & rules made there under or The Minimum Wages Act 1948(11 of 1948) or the rules made there under, the following registers & records required to be maintained by the successful bidder, shall be deemed to be registered & records to be maintained by the successful bidder under these rules-

- (a) Form A – Employee's Register
- (b) Form B - Wage Register (Including copy of bank statement / acknowledgement)
- (c) Form C - Register of Loan/Recoveries.

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- (d) Form D - Attendance Register / Muster Roll
- (e) EPF – ECR & Payment Challan
- (f) ESI - ECR & Payment Challan
- (g) Insurance under WC (For ESI exempted employees)
- (h) Form XIX Wage Slip (to be issued to all employees & copy to be submitted for verification)
- (i) Professional Tax Details (If any)
- (j) Register of Worker Employed by Successful bidder (Successful bidder) – Form No. (XIII) -Rule 75
- (k) Register of Wages cum Muster Roll – Form No. (XVIII)
- (l) Employment Cards – Form No. (XIV) – Rule 76
- (m) Register of sub-successful bidder – Form No XII – Rule 74
- (n) Service Certificate – Form No. (XV) – Rule 76
- (o) Registers under Equal Remuneration Act
- (p) Leave with wages – Form No. 14 under Karnataka Factories Rules 1969
- (q) Bonus Register – Form C under payment of Bonus Rules 1975.
- (r) Accident Register.
- (s) Register in form IX in respect of Establishments
- (t) Notice to be exhibited & displayed on premises.
- (u) Any other records / registers required to be maintained by the Successful bidders under statutory provisions applicable to him/her.
- (v) Labour welfare fund register
- (w) Form C & D register under Bonus Act

Where the wage period is one week or more, the successful bidder shall issue wage slips in form XIX to the workers at least a day prior to the disbursement of wages.

### **36. Register of Overtime-**

- a) Overtime is not entertained & no overtime payment shall be paid by BNPM. However, a register of overtime shall be maintained by every successful bidder to record therein number of hours and wages paid for overtime work, if any.
- b) Not with standing anything contained in these rules where a combined or alternative form is sought to be used by the successful bidder to avoid duplication of work for compliance with the provisions of any other Act or the rules framed there under to any other laws or regulation or in cases where mechanized pay roll are introduced for better administration, alternative suitable for or forms in lieu of any of the form prescribed under these rules may be used with the previous approval of the Chief Labour Commissioner (Central).
- c) Every successful bidder shall display an abstract of the Act and rules in English and Hindi and in the language spoken by the majority of workers in such form as may be approved by the Chief Labour Commissioner (Central).
- d) All registers and other records required to be maintained under the Act and rules, shall be maintained complete and up to date, and unless otherwise provided for, shall be kept at and Office or nearest convenient building within the radius of three kilometers. Such registers shall

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be maintained legibly in English or Hindi. All the registers and other records shall be preserved in original for period of three calendar years from the date of last entry therein. All the registers, records and notice maintained under the Act or Rules shall be produced on demand before the Inspector or any other authority under the Act or any person authorized in that behalf by the Central Government.

- e) Where no deduction or fine has been imposed or no overtime has been worked during any wage period, a Nil entry shall be made across the body of the register at the end of the wage period indicating also in precise terms the wage period to which 'nil' entry relates in the respective registers maintained in Forms XX, XXI and XXIII respectively.
- f) Notice showing the rates of wages, hours of work wage periods, dates of payment of wages, names address of Inspector having jurisdiction and date of payment of unpaid wages shall be displayed in English and Hindi and in the local language understood by the majority of workers in conspicuous places at the establishment and the work site by the principal employer or the successful bidder, as the case may be. The Notice shall be correctly maintained in a clean and legible condition.
- g) A copy of the notice shall be sent to the Inspector and whenever any changes occur the same shall be communicated to him forthwith. Every successful bidder shall send half yearly return in Form XXIV (in duplicate) / or as per any amended Form so as to reach the Licensing Officer concerned not later than 30 days from the close of the half year.  
**Note:** Half year for the purpose of this rule means a period of six months commencing from 1<sup>st</sup> January and 1<sup>st</sup> July of every year.
- h) The board committee Chief Labour Commissioner (Central) or the Inspector or any other Authority under the Act shall have powers to call for any information or statistics in relation to contract labour form successful bidder or principal employer at any time by and order in writing.
- i) The Successful bidder shall not change the composition during the currency of the contract without the prior approval of the Company. Any happening like death/resignation of any partner / director / member shall be notified within 24 hours of such happening by Registered letter to the concerned Government Authority. On receipt of such notice, the Company reserves the right either to terminate or continue the contract.
- j) In the event of any dispute, legal or other proceedings by any party or parties concerning the constitution or composition of the Successful bidder, the Company reserves the right to take such necessary action as it deems fit, including termination of contract and withholding payments due or accrued to the Successful bidder.
- k) The contract shall be awarded on the basis of "principal-to-principal" and the Successful bidder shall be deemed to be an independent Successful bidder engaged for the performance of services/work/job in the manner and to the extent provided in these presents.

### **37. Penalty :**

BNPM may impose penalty on the receiving of written complaint by Canteen Management Committee (CMC) for delay in food service, shortage/ partially shortage of food, unhygienic condition in Canteen & Canteen Staff, Misconduct of Canteen Staff, and Inferior quality of food, foreign material found in food, deviation from Scheduled Menu ,insufficient served quantity as depicted below :

BNPM may impose the penalty on the receiving of written complaint by Canteen Management Committee (CMC) for delay in food service, shortage/ partially shortage of food, unhygienic condition in Canteen & Canteen Staff, Misconduct of Canteen Staff, and Inferior quality of food, foreign material found in food, deviation from Scheduled Menu ,insufficient served quantity as depicted below :

- a. The successful bidder shall replace immediately any of its personnel who are found unacceptable to BNPM because of security risks, incompetence, conflict of interest, improper conduct, medically unfit

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etc. on receiving written notice from BNPM. The delay in providing a substitute beyond five working days would attract a penalty @2000/- per day on the service providing agency. In case of more than 15 days delay, BNPM reserves the right for imposition of the aforementioned penalty. However, BNPM may at its discretion terminate the contract also.

- b. The successful agency/bidder shall immediately provide a substitute in the event of any persons leaving the job due to his/her personal reasons. The delay in providing a substitute beyond five working days would attract a 1000/- Rs. of penalty per day on the service providing agency. In case of more than 15 days, BNPM reserves the right for imposition of the same. BNPM may in its discretion terminate the contract.
- c. The successful bidder shall ensure of providing good quality foodstuff. In case the supply is of inferior quality, shortage / partial shortage of food, deviation from Scheduled Menu, insufficient served quantity and delay in food services as per the mentioned time, BNPM shall have the right to impose penalty of Rs 2,000.00 (Rs. Two Thousand only) for each day of such incident. The successful bidder shall also immediately replace the inferior quality of food items at their own cost. Moreover the successful bidder shall ensure that two week's stock of all items should be available in the store failing which a penalty of Rs. 2,000.00 (Rupees Two Thousand only) may be imposed upon him for every day of such incident. BNPM reserves the right for imposition of the same.
- d. A very high standard of hygiene must be maintained in all respect. Quick day- to-day collection of waste from the premises of BNPM and dispose the material outside the company's premises. At his own cost, The successful bidder shall arrange necessary trolleys/transport arrangements etc. for disposal of waste material/garbage outside the company's premises as per the prescribed norms/practice by the local authority. Failure in quick and proper disposal of waste may make the successful bidder liable to pay fine, which may extend up to Rs.2000/- per such occurrence when ordered by BNPM. BNPM reserves the right for imposition of the same.
- e. Once the penalty amount is reached to Rs 50,000.00 thousand, BNPM shall have the right to terminate the contract and forfeit the security performance. BNPM reserves the right for imposition of the same.
- f. On non-conformity towards wearing specified uniform /part of uniform by successful bidder employees may lead to imposition of Rs. 200/- per employee per day. BNPM reserves the right for imposition of the same.
- g. In case of rotten food/availability/ finding of any foreign material /insects /worms in foods served to the employees, BNPM may impose a penalty of Rs. 5000/- on each incidence. In case of repeated incidence (i.e minimum 2 times within a span of 6 months) the penalty amount will be doubled & contract may be terminated, BNPM reserves the right for the same.
- h. Successful bidder has to provide minimum 27 personnel during week days to work, whereas during weekends i.e. Saturday & Sunday – a minimum 22 personnel need to be there at work. During National Holiday / BNPM Calendar (10+2) Holidays – a minimum of 16 personnel may be deployed. In case of leave/ absence / leaving the job of any person ( contract employee), successful bidder has to depute the reliever for the person with equivalent category. Failing these conditions, Rs.1,000/- may be recovered for per person / per day/per incidents.

### **38.Successful bidder's Performance:**

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

Based on the above criteria, the Successful bidder 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.

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### **39. Preference for Micro and Small Enterprises (MSE):**

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

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

Quantity is non splittable for this tender.

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

*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.*

41. 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.

42. 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.

### **43. Note to bidders :**

For online submission of tender, against receipt of the following notification through email from tenderwizard ( e tender portal) , bidder must resubmit the bid even if the bidder have already submitted the bid through tenderwizard ( e tender 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.*

Submission / resubmission of the bid ( online ) is the responsibility of the bidders only. Bidder should check and confirm at their end regarding the submission/ resubmission of their bid against the tender, corrigendum , addendum ( if any) till the due date & time of bid submission. BNPM / Keonics will not be responsible for non-submission/ non resubmission of any bid.

44. 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.

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

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



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

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 successful bidder.

b) Forfeit the Security Deposit amount.

### **46. General Conditions of catering service :**

a. The successful bidder shall agree to execute the work progressively in Co-ordination with the concerned officers/supervisors as directed by BNPMIPL.

b. The Company (BNPM) will permit the contractor to use Canteen Building having inbuilt Chulhas, furniture, fly catcher, tea containers, etc. on returnable basis. The tentative list of kitchen equipment/items mentioned below would be provided by the Company along with Cooking and serving utensils. Contractor would also be responsible for upkeep and daily maintenance of kitchen utensils, crockery, machines and/or equipment as provided to them.

Contractor will have to return back the same at the end of contract period in running and same condition,

NOTE: In case of any breakdown due to the negligence, ignorance during the service period contractor shall be responsible for the repair and maintenance within 24 hrs or the same work will be carried out with risk & cost of the contractor.

c. A list of all such articles shall be prepared in duplicate and will be duly signed by the party or authorized representative of the party at the time of handing over / taking over. Inventory given at the time of handing over/taking over will be verified by the Management on six monthly basis. It shall be the responsibility of the Canteen Contractor to maintain all the above articles in good condition and also maintain hygiene of canteen premises.

#### **TENTATIVE LIST OF KITCHEN EQUIPMENT PROVIDED**

Sl. No	Description of items	Overall size/ capacity	Qty(Nos)
I	STORES		
ST1	Weighing scale - electronic	100 kgs	1
ST2	Pallets -in PVC	32"x40"x6"	4
ST3	SS storage bin trolley	18"x18"x30"	4
ST4	Storage rack-in SS , 5 tier	44"x22"x72"	4
ST5	4 door refrigerator-both inner & outer SS body having suitable ISI marked compressor with digital thermometer	48"x27"x78"	1
ST6	Onion cum potato storage bins -with SS mesh	36"x30"x34"	1
ST7	SS Vegetable storage rack - 4 tier with detachable baskets of 6"ht,	44"x22"x72"	1
II	PREPREPARATION AREA		
PP1	Work table -in SS	72"x24"x(34"+18"+12")	1
PP2	SS garbage bin trolley with 1 door, chute cut out, mounted on Ø4"wheel,all 4 swiveling	18"x18"x30"	1

## SECTION V – SPECIAL CONDITIONS OF CONTRACT

PP3	Single sink unit with rear splash guard of 6" sink size	24"x24"x(34"+6")	1
	18"x18"x12"deep(without taps & fittings)		
PP4	Work table -in SS	48"x24"x(34"+18"+12")	1
PP5	Vegetable cutting machine - aluminum die cast body,1/3 hp single phase motor	8 blades	1
PP6	Storage rack-in SS , 5 tier	44"x22"x72"	1
PP7	Work table -in SS	72"x24"x(34"+18"+12")	1
III	WET PROCESSING AREA		
WP1	Wet Grinder- stone type, SS body 1.5 hp,3phase motor	10 ltrs	1
WP2	Wet grinder-stone type, SS body 1.0 hp, 3-phase motor	5 ltrs	1
WP3	Potato peeler aluminum die cast body with 0.5 hp, single phase motor.	8 kgs/charge	1
IV	STEAM COOKING AREA		
SC1	Zero pressure non IBR Steam Generator - (elect operated) -9x3=27 kw heating coils with necessary fittings & accessories, mounted on a heavy duty MS angular stand.	60 kgs/ hr.	1
SC2	Rice Steam cooker made out of 16swg 304 grade SS, with SS lid, mounted on SS stand, having drain valve & tilting facility	100 ltrs	1
SC2	Dhall/Veg Steam cooker made out of 16swg 304 grade SS, with SS lid, mounted on SS stand, having drain valve & tilting facility	100 ltrs	1
SC3	Multi-purpose steam cooker with a detachable inner vessel of 65 ltrs cap,SS lid, mounted on SS stand	65 ltrs	1
SC4	Work table for idly having 1x15 ltrs SS container & lids for batter & rear splash guard 6"	44"x36"x(34"+6")	1
SC5	SS idly plant, double walled insulation - steam operated, wall mounted	120 idlies	1
SC6	SS Steam line with steam trap along with SS ball valve controls. The steam lines horizontal headers shall be out of 1"SS,the vertical feeders drops shall be out of 3/4"/1"SS pipes duly insulated SS cladding for steam line insulation by using glass wool covered with Cylindrical 24SWG SS cladding.	aprox.40ft*	--
V	HOT KITCHEN		

## SECTION V – SPECIAL CONDITIONS OF CONTRACT

HK1	Hot plate (Dosa-cum-chapati) with top out of 20 mm thick MS plate with necessary coils & fittings - elect operated	60"x28"x(34"+ 6")	1
HK2	Dosa batter cum potato mix table for masala Dosa with warming facility, having 15 ltrs x 3 SS container & lids for the batter & curry, electric operated	41"x15"x34"	1
HK3	Work table with granite top of 20mm thick	60"x24"x34"	1
HK4	Single hot burner with 1 cast iron grid of 16"x16", elect operated	24"x24"x24"	1
HK5	Single hot burner with 1 cast iron grid of 16"x16", elect operated	24"x24"x24"	1
HK6	Work table -in SS	60"x24"x(34"+18"+12")	2
HK7	Work table -in SS	7'6"x24"x(34"+18"+12")	1
HK8	Single sink unit with rear splash guard of 6" sink size 18"x18"x12"deep(without taps & fittings)	24"x24"x(34"+6")	1
HK9	SS garbage bin trolley with 1 door, chute cut out, mounted on Ø4"wheel,all 4 swiveling	18"x18"x30"	1
HK10	Dough kneader -SS bowl,1hp,3 phase motor,	15kgs dry Atta	1
VI	POT WASH AREA		
PW1	SS Pot rack - 4 tier, horizontals shall be out of ¾"x16SWG &1"sq.pipes as outer frame verticals out of 1¼"sq pipes	48"x24"x72"	1
VII	FOOD SERVICE AREA		
FS1	Food receiving table -in SS	7'6"x24"x(34"+18"+12")	1
FS2	SS food warmer/ Bain marie-elect operated, having SS containers with SS lids	15 ltrs x 4	1
FS3	SS hot Bain marie/service counter having 3x1/1 x 150mm deep gastronome containers with 4 compartment spoon sterilizer, tray slider, covered on top with acrylic sneeze guard, front covered. The unit is electrically operated with 3kw heating elements thermostatically controlled, uprights out of diameter 1.5"x16SWG SS tubes.	7'6"x(27"+12")x34"	1
FS4	SS neutral counter with tray slider - front covered	7'6"x(27"+12")x34"	1
FS5	Plate counter-3 sides covered,	48"x27"x34"	1
IX	DISH WASH AREA		

## SECTION V – SPECIAL CONDITIONS OF CONTRACT

DW1	Soiled dish landing table with chute cut out & having a rear splash guard of 6".	72"x24"x(34"+6")	1
DW2	Sink unit-3sinks having rear splash guard of 6",sink size 18"x18"x12"dp,(without taps & fittings)	72"x24"x(34"+6")	1
DW3	SS sterilizer-elect opr, single tub, with aluminum dip basket	18"x18"x(15"+15")	1
DW4	Cleaned dish table- in SS	48"x24"x34"	1
DW5	Cleaned dish rack - in SS, 5 tier	44"x22"x72"	2
DW6	SS garbage bin trolley with 1 door, chute cut out, mounted on Ø4"wheel,all 4 swiveling	18"x18"x30"	1
X	EXHAUST SYSTEM		
EX1	Centrifugal blower to handle 19500 CMH of air, direct driven	10 hp,3 phase	1
EX2	SS hoods &filters (detachable type)fabricated out of 20 SWG 202 grade sheet over hot kitchen	96"x42"x20"	4
EX3	GI ducting fabricated out of22/24SWG GI sheet with rubber gas kit and clamp	Approx.400sft*(50rft)	-
EX4	Boiler accessories and mounting	—	--
XI	UTILITIES		
UT1	SS platform trolley	36"x24"x36"	1
UT2	Soiled dish trolley with garbage bin – 3 tier	48"x18"x36"	2
UT3	Cleaned dish trolley 4 tier to bring clean dish from dish washing section to food service pantry	36"x27"x36"	1
UT4	Insectocutors- twin tube electric operated		8
UT5	Hygiene storage rack- 5 tier in SS covered on 3 side with 24 SWG SS sheet (above rack in MS shall cost 16700)	44"x22"x72"	1
OTHER MAJOR ITEMS			
Sr No	Description	UOM	Qty
1	SS SQUARE BOX WITH LID 5 Kg CAPACITY	6	No
2	SS SQUARE BOX WITH LID 15 Kg CAPACITY	8	No
3	SS Hot beverage Dispenser 10 Ltrs Capacity	1	No

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

4	SS Hot beverage Dispenser 20 Ltrs Capacity	2	No
5	SS Hot Plate with puffer	1	No
6	SS LPG heavy pressure burner	2	No
7	Chest freezer blue star	1	No
8	Gastronorm PAN big with LID	6	No
9	Domestic LPG Gas Stove with 4 burner	1	No
10	Mixer Grinder Sujata ( Dynamix)	1	No
11	SS Storage Bin Big ( New)	12	No

NOTE: Apart from above equipment, utensils, cutlery, glass etc will be provided by BNPM at time of handover. However successful bidder shall have to return all equipment and utensils at the end of the tenure of the contract in good condition. Successful bidder shall be responsible for maintenance, upkeep and cleaning of all kitchen equipment, hoods, utensils, working tables etc at his own cost.

At the end of the tenure of the contract / in between the tenure of the contract, if it is found that full inventory of items / utensils/ equipment etc are not available, then contractor shall be responsible to complete the inventory, if it is not so then the same inventory will be completed by BNPM and the amount spent for the same shall be recovered from the contractor through any due payment or security deposit.

a. The successful bidder shall make necessary arrangements for cooking gas cylinders. Refilling and maintenance of gas cylinders will be the sole responsibility of the contractor. The contractor has to refill gas cylinders, however on submission of valid documents cost for the cooking gas will be reimbursed. The successful bidder has to keep alternate arrangement for cooking by coal / wood in case of any eventuality due to short supply of gas or any other reason.

b. BNPM will provide water and electricity to the Contractor. However, consumption of electricity has to be restricted to the electrical appliances and electrical fittings provided by BNPM. Contractor shall use electricity for cooking only and not for any other purposes.

c. The BNPM Management will reserve full rights for termination of this contract for unsatisfactory services, breach of contract conditions etc. without assigning any reasons and without any notice to the successful bidder and without payment of any compensation thereof. However, in other cases either party shall have to give three months' notice for termination of the contract.

d. The successful bidder shall sell the items directly to BNPM employees as per the contract on the agreed prices through his own arrangement.

e. The successful bidder shall provide adequate number of employees i.e. cooks, helpers, store keeper, counter clerks, cleaners, dish washers, Managers, supervisors (for kitchen, services areas i.e. dining hall).



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

- f. The engagement of manager, food service / kitchen supervisors will be of higher caliber and adequate experience to produce better results. BNPM may verify the skill of the supervisor.
- g. For cooks and Asst. cooks, sufficient experience is required so that their skill can be proved for the betterment of catering services.
- h. The successful bidder shall provide cooks who have excellent knowledge and adequate experience of preparing north Indian food and south Indian food and purchaser have the right to examine the skill of the cook before deploy. BNPM may verify the skill of the Cook.
- i. The successful bidder shall deploy qualified catering professional. Who must have knowledge of hygiene sanitation, running a professional kitchen as required in food and beverage industry.
- j. The successful bidder shall be responsible for providing the food as per the mentioned time, in case of delay more than 30 minute, BNPM shall have the right to procure food from outside, And deduct the procuring cost and the bill amount from the payment of contractor and also have the right to impose the penalty as decided by management or the amount of bill of last five days service provide by contractor.
- k. The Company(BNPM) reserves its right to advise the contractor to remove from service any of the Contractor's workers if any of such worker's behaviour or conduct is not conducive for the general discipline, safety, hygiene and security of the Company or for any other reasons that the company may deem fit and the contractor shall immediately do so.
- l. The successful bidder should deploy adequate manpower for preparation and servicing of food items at all the work spots / dining halls (as prescribed in scope of work) , the contractor should also deploy adequate manpower exclusively for the maintenance of cleanliness inside/outside the canteen(s) premises, Dining Halls , Dining Tables , Chairs and other equipment.
- m. If at any time if BNPM request on writing to arrange any special dish/dishes to the successful bidder, then same is to be arranged by the contractor, however the rate of such special dish/dishes are to be mutually agreed by both BNPM and successful bidder in writing before arranging the special dish/dishes.

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

## **SECTION VI – LIST OF REQUIREMENTS**

<b>Schedule No.</b>	<b>Brief Description of Goods / Services</b>	<b>Tentative Quantity (with unit)</b>	<b>**Earnest Money Deposit (In Rs.)</b>	<b>Remarks</b>
1	Providing Canteen Services at BNPMIPL, Mysuru	As per requirement	Rs. 4,20,000/-	Refer Section – VII for Scope of work under Technical specifications

**Note:**

- 1. Contract Period & Delivery:** The contract shall be awarded for a period of One (01) year extendable for another two (02) years on yearly renewal basis subject to satisfactory performance at the same terms & conditions. Applicable prices for 2<sup>nd</sup> year and 3<sup>rd</sup> year will be as per price variation clause: Sec V, Clause 14. PBG towards performance security/ security deposit is to be extended accordingly with applicable amount. Extension of contract tenure shall be at sole discretion of BNPM. The whole contract or part of contract can be terminated at any time at the discretion of the BNPMIPL with 90 days notice without assigning any reason whatsoever.
- 2. Service Delivery:** The date of commencement of work will be mentioned in the LOI. It is the responsibility of the bidder to arrange manpower services at BNPM, Mysore as per the scope of work and comply all statutory compliances under labour & labour laws. The necessary transportation arrangement for manpower, material, tools and tackles, uniform, safety shoes, PPE etc as required as per scope of work should be provided by the successful bidder with no additional cost. The successful bidder shall arrange to depute required manpower as per the contract at BNPMIPL, Mysuru.
- 3.** During shift, Canteen facility at subsidised rate will be provided to the contract labours, other fooding arrangement are to be borne by the bidder only.

**Address:**

Bank Note Paper Mill India Private Limited  
Paper Mill Compound  
Note Mudran Nagar,  
Mysuru - 570 003

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

## **SECTION VII – TECHNICAL SPECIFICATIONS & SCOPE OF WORK**

### **SCOPE OF WORK**

#### **Menu-1 –BNPM Employees Canteen**

<b>Sl. No.</b>	<b>Type of Meals</b>	<b>Average No of Plates per Month</b>	<b>Average No. of Plates per year</b>	<b>Tentative Service Timings</b>
1.	Breakfast	2,113.00	25,356.00	0830 Hrs To 1000 Hrs
2.	Lunch	2,600.00	31,200.00	1300 Hrs To 1430 Hrs
3.	Evening Snacks	147.00	1,764.00	1730 Hrs To 1900 Hrs
4.	Dinner	1,416.00	16,992.00	2100 Hrs To 2230 Hrs
5.	Mid-night Snacks	683.00	8,196.00	0130 Hrs To 0300 Hrs
6.	Tea/Coffee/Badam Milk	1,200.00	14,400.00	As & when required

#### **Menu-2-BNPM Contract Labour Canteen**

<b>Sl. No.</b>	<b>Type of Meals</b>	<b>Average No of Plates per Month</b>	<b>Average No. of Plates per year</b>	<b>Tentative Service Timings</b>
1.	Breakfast	2,664.00	31,968.00	0830 Hrs To 1000 Hrs
2.	Lunch	4,332.00	51,984.00	1300 Hrs To 1430 Hrs
3.	Dinner	1,235.00	14,820.00	2100 Hrs To 2230 Hrs
4.	Mid-night Snacks	419.00	5,028.00	0130 Hrs To 0300 Hrs

## **SECTION VII – TECHNICAL SPECIFICATIONS & SCOPE OF WORK**

### **Annexure 1:**

#### **DETAIL OF MINIMUM PLATE**

##### **Menu-1- BNPM Employees Canteen**

<b>Sl. No.</b>	<b>Type of Meals</b>	<b>Minimum No of Plates per Month</b>	<b>Service Timings</b>
1	Breakfast	1,900.00	0830 Hrs To 1000 Hrs
2	Lunch	2,300.00	1300 Hrs To 1430 Hrs
3	Evening Snacks	100.00	1730 Hrs To 1900 Hrs
4	Dinner	1,300.00	2100 Hrs To 2230 Hrs
5	Mid-night Snacks	500.00	0130 Hrs To 0300 Hrs
6	Tea/Coffee/Badam Milk	1,000.00	As & when required

##### **Menu-2 BNPM Contract Labour Canteen**

<b>Sl. No.</b>	<b>Type of Meals</b>	<b>Minimum No of Plates per Month</b>	<b>Service Timings</b>
1	Breakfast	2,000.00	0830 Hrs To 1000 Hrs
2	Lunch	3,600.00	1300 Hrs To 1430 Hrs
3	Dinner	900.00	2100 Hrs To 2230 Hrs
4	Mid-night Snacks	300.00	0130 Hrs To 0300 Hrs

#### **Note:**

##### **Minimum guarantee of no of plates:**

The company will take the guarantee of minimum no of plates only (refer Annexure1 for Minimum no of plates). If the monthly billing amount is less than the aggregate amount pertaining to minimum no of plates per month for all the meals inclusive of Menu 1 and Menu 2 then the successful bidder may raise the bill based on total value of minimum plates inclusive of Menu 1 & Menu 2 as per the rates quoted in price bid (per plate basis). Otherwise monthly billing is to be made as per the actual plate count as per the rates quoted in price bid (per plate basis).

## SECTION VII – TECHNICAL SPECIFICATIONS & SCOPE OF WORK

### Annexure-2

#### MENU COMPOSITION & CYCLIC MENU

S.NO	MEAL	MENU 1	MENU 2
<u>1</u>	<u>LUNCH/DINNER</u>	<ol style="list-style-type: none"> <li>1. SALAD (SPROUT SALAD/CUCUMBER TOMATO ONION/TANDOORI SALAD /KOSHAMBARI/SWEET CORN ETC)</li> <li>2. PAPAD( URD DALL AND OTHER VERAITIES)</li> <li>3. CURD</li> <li>4. RASAM/SAMBHAR</li> <li>5. DAL (VARIETIES)</li> <li>6. VEGETABLE GRAVY/PANEER/KOFTA</li> <li>7. DRY VEGETABLE (VARIETIES)</li> <li>8. WHITE RICE(STEAMED /RAW RICE)</li> <li>9. COLOURED RICE (VEG PULAO/BIRYANI/GHEE RICE/PULIYOGARE/ TOMATO RICE/ FRIED RICE ETC.)</li> <li>10. PHULKA/CHAPATI /POORI/JOWAR ROTI/RAGI ROTI ETC</li> <li>11. SWEET/FRUIT/ICECREAM</li> <li><u>SPECIAL ITEM</u></li> <li>12. EGG CURRY/BOILED EGG/EGG BHURJI/EG BIRIYANI/EGG FRIES RICE(FOR NON-VEGETERIAN)</li> <li>PANEER BHURJI/BABYCORN/ETC. (FOR VEGETERIAN)</li> <li>13. PICKLE</li> </ol> <p style="text-align: center;">ANY EQUIVALENT ITEMS DECIDED BY COMMITTEE</p> <p style="text-align: center;">NOTE: GRAVY/SAMBHAR/DRY VEGETABLE PREPARATION WILL BE DECIDED BY CANTEEN MANAGEMENT COMMITTEE TIME TO TIME.</p>	<ol style="list-style-type: none"> <li>1. PAPAD</li> <li>2. BUTTERMILK</li> <li>3. RASAM</li> <li>4. SAMBHAR</li> <li>5. VEGETABLE GRAVY/PANEER/K OFTA</li> <li>6. DRY VEGETABLE</li> <li>7. WHITE RICE</li> <li>8. COLOURED RICE (VEG PULAO/BIRYANI/G HEE RICE/PULIYOGARE / TOMATO RICE/ FRIED RICE ETC.)/ RAGI</li> <li>9. PICKLE</li> <li>MUDDE/CHAPATI</li> </ol>
<u>2</u>	<u>BREAKFAST</u>	<p>(VERAITY OF STUFFED PARATHA + BHAJI/CURD+ PICKLE WITH TEA-COFFEE)</p> <p>OR</p> <p>(MASALA DOSA, CHUTNEY, SAMBAR (MASALA SEPARATE)WITH TEA-COFFEE)</p> <p>OR</p> <p>(POHA WITH MIXTURE &amp; CHUTNEY/ BISIBELA BHAT WITH MIXTURE AND CHUTNEY WITH TEA-COFFEE)</p> <p>OR</p> <p>(PONGAL WADA /IDLI WADA SAMBHAR CHUTNEYS WITH TEA-COFFEE)</p>	<ul style="list-style-type: none"> <li>• IDLI -4NO. WADA- 1OR (2 EACH)</li> <li>• SAMBHAR</li> <li>• CHUTNEY</li> <li>Or</li> <li>• TOMATO BHAAT/LEMON RICE/PEPPER RICE</li> <li>• SAMBHAR</li> <li>• CHUTNEY</li> <li>Or</li> <li>• BISSIBELEBHAT/P OHA</li> <li>• MIXTURE</li> </ul>



## SECTION VII – TECHNICAL SPECIFICATIONS & SCOPE OF WORK

		<p>OR</p> <p>PONGAL + WADA+ CHUTNEY+TEA-COFFEE</p> <p>OR</p> <p>POHA + MIXTURE +CHUTNEY +TEA-COFFEE</p> <p>OR</p> <p>BISSIBELA BHAAT/ANY RICE BHAAT +MIXTURE/BOONDI/WADA +CHUTNEY+TEA-COFFEE</p> <p>OR</p> <p>UTTAPAM/ONION DOSA +SAMBHAR+CHUTNEY+TEA-COFFEE</p> <p>OR</p> <p>UPMA/BROKEN WHEAT+ KESARI BHAAT+CHUTNEY+TEA-COFFEE</p> <p>Or</p> <p>SHAVIGE BHAAT+CHUTNEY+TEA-COFFEE</p> <p>Or</p> <p>VARIETIES OF DOSA(ANY ONE TYPE)+MASALA+ SAMBHAR+CHUTNEY+TEA-COFFEE</p> <p>OR</p> <p>OATS, IDLI/RAWA IDLI+SAGU/SAMBHAR/CHUTNEY+WADA+TEA-COFFEE</p> <p>OR MILLET VEGITABLE PALAVV/UPMA CHUTNEY+WADA+TEA-COFFEE</p> <p>OR</p> <p>POORI+SAGU/BHAJI/CHOLE +CHUTNEY+TEA-COFFEE</p> <p>OR</p> <p>AKKI ROTI/RAGI ROTI SAGU+CHUTNEY +TEA-COFFEE</p> <p>OR</p> <p>VARITIES OF RICE BHAAT WITH WADA AND CHUTNEY</p> <p>OR</p> <p>CUT FRUIT+JUICE+ TEA-COFFEE</p>	<ul style="list-style-type: none"> <li>CHUTNEY</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>PEPPER BHAT</li> <li>WADA-1NO.</li> <li>CHUTNEY</li> </ul> <p><u>OR</u></p> <p>Or</p> <ul style="list-style-type: none"> <li>VANGI BHAAT</li> <li>WADA-1NO.</li> <li>CHUTNEY</li> </ul> <p><u>NOTE : QUANTITY FOR MENU2 IS UNLIMITED +1 WADA AND CHUTNEY</u></p>
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## SECTION VII – TECHNICAL SPECIFICATIONS & SCOPE OF WORK

		<p>OR</p> <p>BREAD OMLET OR PAV BHAJI</p> <p>ANY EQUIVALENT ITEMS DECIDED BY COMMITTEE</p>	
<u>NOTE</u>	<p>NOTE: 3 TYPES OF BREAKFAST TO BE SERVED IN COMBINATION TWO FROM THE ABOVE LIST WITH</p> <p>MILK , CORN FLAKES/OATS AND BREAD BUTTER JAM AS STANDARD ITEMS – UNLIMITED FOR CONSUMPTION PER PERSON</p>		
<u>3</u>	<p><u>SNACKS</u></p> <p><u>(EVENING)</u></p>	<p>BREAD OMELETE/ VEGETABLE SANDWICHE+SAUCE&amp; CHUTNEY + TEA-COFFEE+FRESH FRUIT JUICE/BOOST MILK</p> <p>OR</p> <p>SAMOSA+JALEBI+CHUTNEY &amp; SAUCE TEA-COFFEE+FRESH FRUIT JUICE/BOOST MILK</p> <p>OR</p> <p>PAV BHAAJI +TEA-COFFEE+FRESH FRUIT JUICE/BOOST MILK</p> <p>OR</p> <p>WADA PAAV + CHUTNEY &amp; SAUCE TEA-COFFEE+FRESH FRUIT JUICE/BOOST MILK</p> <p>OR</p> <p>VEGETABLE BURGER+SAUCE+ TEA-COFFEE+FRESH FRUIT JUICE/BOOST MILK</p> <p>OR</p> <p>NOODLES/MAGGIE/ SAVIGE +CHUTNEY &amp; SAUCE + TEA-COFFEE+FRESH FRUIT JUICE/BOOST MILK</p> <p>OR</p> <p>BHAAT+CHUTNEY/ SAUCE+ TEA-COFFEE+FRESH FRUIT JUICE/BOOST MILK</p>	

## SECTION VII – TECHNICAL SPECIFICATIONS & SCOPE OF WORK

	<p>OR</p> <p>VEG PUFF+SAUCE+ TEA-COFFEE+FRESH FRUIT JUICE/BOOST MILK</p> <p>OR</p> <p>VEG ROLLS+CHUTNEY&amp;SAUCE+ TEA-COFFEE+FRESH FRUIT JUICE/BOOST MILK</p> <p>OR</p> <p>ALOO BONDA+CHUTNEY&amp;SAUCE+ TEA-COFFEE+FRESH FRUIT JUICE/BOOST MILK</p> <p>OR</p> <p>ONION BHAJJI/GOBHI + CHUTNEY AND SAUCE+ TEA-COFFEE+FRESH FRUIT JUICE/BOOST MILK</p> <p>OR</p> <p>BHAJJI+CHUTNEY/SAUCE+ TEA-COFFEE+FRESH FRUIT JUICE/BOOST MILK</p> <p>OR</p> <p>GOBHI MANCHURIAN+SAUCE+ TEA-COFFEE+FRESH FRUIT JUICE/BOOST MILK</p> <p>OR</p> <p>MILK+FRESH CUT FRUIT (ATLEAST THREE TYPE+ TEA-COFFEE+FRESH FRUIT JUICE/BOOST MILK)</p> <p>OR</p> <p>RAWA IDLI+WADA+CHUTNEY+SAGU+ TEA-COFFEE+FRESH FRUIT JUICE/BOOST MILK</p> <p>OR</p>	
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## SECTION VII – TECHNICAL SPECIFICATIONS & SCOPE OF WORK

		<p>VEGETABLE SANDWICH+ CHUTNEY/SAUCE+ TEA-COFFEE+FRESH FRUIT JUICE/BOOST MILK</p> <p>OR</p> <p>SOUP+FRESH CUT FRUIT+ TEA-COFFEE+FRESH FRUIT JUICE/BOOST MILK</p> <p>OR</p> <p>AKKI ROTI/RAGI ROTI SAGU+CHUTNEY + TEA-COFFEE+FRESH FRUIT JUICE/BOOST MILK</p> <p>OR</p> <p>(ONION DOSA/RAGI DOSA/MASALA DOSA, CHUTNEY, SAMBAR (MASALA SEPARATE)WITH TEA-COFFEE+ FRESH FRUIT JUICE/BOOST MILK)</p> <p>OR</p> <p>BISCUIT/RUSK+FRESH CUT FRUIT+ TEA-COFFEE+FRESH FRUIT JUICE/BOOST MILK</p> <p>ANY EQUIVALENT ITEMS DECIDED BY COMMITTEE</p>	
4.	<p><u>SNACKS</u></p> <p><u>MID NIGHT</u></p>	<p>EVERY NIGHT BREAD JAMM &amp; BUTTER TO BE SERVED ALANG WITH BELOW COMBINATIONS:</p> <p>MILK AND CORNFLAKES+TEA-COFFEE+FRESH JUICE/CUT FRUIT</p> <p>OR</p> <p>SAMOSA+JALEBI+CHUTNEY &amp; SAUCE+TEA-COFFEE+FRESH FRUIT JUICE/BADAM MILK/CUT FRUIT</p> <p>OR</p> <p>BREAD OMELLETE (2EGG 3 BREAD)/VEG SANDWICHES 3 NO+TEA-COFFEE+ FRESH FRUIT JUICE/BOOST MILK</p>	<p>(MIDNIGHT SNACKS ONLY)</p> <p>ONE COLOURED RICE WITH RAITA(IF REQUIRED)</p> <p>CHUTNEY</p> <p>1 WADA</p> <p>PICKLE (AS AAPROVED BY BNPM) OR AS APPROVED BY CMC</p>

## SECTION VII – TECHNICAL SPECIFICATIONS & SCOPE OF WORK

	<p>OR</p> <p>PAV BHAAJI+TEA-COFFEE+FRESH FRUIT JUICE/BOOST MILK</p> <p>OR</p> <p>WADA PAAV + CHUTNEY &amp; SAUCE+TEA-COFFEE+FRESH FRUIT JUICE/HORLICKS WITH MILK/CUT FRUIT</p> <p>OR</p> <p>VEGETABLE BURGER+SAUCE+TEA-COFFEE+FRESH FRUIT JUICE/BOOST MILK/CUT FRUIT</p> <p>OR</p> <p>EGG &amp; VEG FRIED RICE WITH RAITHA</p> <p>OR</p> <p>NOODLES/MAGGIE/ SAVIGE +CHUTNEY &amp; SAUCE +TEA-COFFEE +FRESH FRUIT JUICE/ BOOST MILK/CUT FRUIT</p> <p>OR</p> <p>EGG PUFF/VEG PUFF</p> <p>OR</p> <p>BHAAT+CHUTNEY/ SAUCE+TEA-COFFEE+FRESH FRUIT JUICE/BOOST MILK/CUT FRUIT</p> <p>OR</p> <p>VEG PUFF+SAUCE+TEA-COFFEE+FRESH FRUIT JUICE/BOOST MILK/MALTOSE/CUT FRUIT</p> <p>OR</p> <p>VEG ROLLS+CHUTNEY&amp;SAUCE+TEA-COFFEE+FRESH FRUIT JUICE/HORLICKS MILK/CUT FRUIT</p>	
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## **SECTION VII – TECHNICAL SPECIFICATIONS & SCOPE OF WORK**

	<p>OR</p> <p>ALOO BONDA+CHUTNEY&amp;SAUCE+TEA-COFFEE+FRESH FRUIT JUICE/BOOST MILK/CUT FRUIT</p> <p>OR</p> <p>ONION BHAJJI/GOBHI + CHUTNEY AND SAUCE+TEA-COFFEE+FRESH FRUIT JUICE/MILK/CUT FRUIT</p> <p>OR</p> <p>BHAJJI+CHUTNEY/SAUCE+TEA-COFFEE+ FRESH FRUIT JUICE/ BOOST MILK/CUT FRUIT</p> <p>OR</p> <p>GOBHI MANCHURIAN+SAUCE+TEA-COFFEE+ FRESH FRUIT JUICE/ BOOST MILK/CUT FRUIT</p> <p>OR</p> <p>MILK+FRESH CUT FRUIT (ATLEAST THREE TYPE+TEA-COFFEE) + FRESH FRUIT JUICE/ BOOST MILK/CUT FRUIT</p> <p>OR</p> <p>RAWA IDLI+WADA+CHUTNEY+SAGU+TEA-COFFEE FRUIT JUICE/CUT FRUIT</p> <p>OR</p> <p>BISCUIT/RUSK+FRESH CUT FRUIT+TEA-COFFEE+ FRESH FRUIT JUICE/ BOOST MILK</p> <p>OR</p> <p>UTTAPAM/ONION DOSA/RAWA DOSA+SAMBHAR+CHUTNEY+TEA-COFFEE+ FRESH FRUIT JUICE/ BOOST MILK/cut fruit</p>	
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## SECTION VII – TECHNICAL SPECIFICATIONS & SCOPE OF WORK

		OR  ANY EQUIVALENT ITEMS DECIDED BY COMMITTEE  Note : fruit juice or cut fruit must be served during midnight snacks	
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### NOTE:

- JUICE/MILK/FLAVOURED MILK (BOOST/ HORLICKS/ BADAM MILK/ MILK SHAKE/FRUIT MILK SHAKE ETC.) SERVED ON DAILY BASIS DURING MIDNIGHT AND EVENING SNACKS IS ONE OF THE FOLLOWING MIXED FRUIT JUICE/BANANA SHAKE/ORANGE/ SWEET LIME/ MANGO/ SAPOTA/ PAPAYA / PINEAPPLE/WATERMELON/OTHER SEASONAL FRUIT ETC.
- SWEET OR CUT FRUITS MIX (120GM) OR BANANA ON DAILY BASIS DURING LUNCH/DINNER
  1. GULAB JAMUN/RASAGULLA/DRY CAKE /RASMALAI
  2. ICE-CREAM/KULFIE
  3. LADDOO
  4. CARROT HALWA/MOONG DAL HALWA/PUMPKIN HALWA
  5. KHEER/SEVAIYAN PAYSAM/PANNEER KHEER OR ANY OTHER SWWTS DECIDED BY THE CMC
  6. CUT FRUIT (APPLE, PAPAYA, WATERMELON, PINEAPPLE ETC. 120GM)

BNPM/ CMC Shall reserve the right to change varieties and menu.

BNPM can change special item with equivalent items as and when required.

## SECTION VII – TECHNICAL SPECIFICATIONS & SCOPE OF WORK

### CYCLIC MENU 1

DAYS	BREAKFAST	LUNCH	EVENING SNACKS	DINNER	MIDNIGHT
DAY1	<p>STUFFED PARATHA + BHAJI/CURD+ PICKLE</p> <p>AND</p> <p>VEGBHAAT WITH WADA &amp; CHUTNEY</p> <p>+ AND</p> <p>MILK 200ML WITH CORN FLAKES/OATS AND BREAD BUTTER JAM</p> <p>+</p> <p>TEA-COFFEE</p>	<ol style="list-style-type: none"> <li>1. SPROUT SALAD.</li> <li>2. MAJJIGE HULI.</li> <li>3. DAL FRY</li> <li>4. PARVAL/TINDLY (DRY).</li> <li>5. VEGETABLE KORMA.</li> <li>6. GREEN PEAS PULAO.</li> <li>7. WHITE RICE</li> <li>8. CURD. OR BUTTERMILK</li> <li>9. GULAB JAMUN/RASAGULLA.</li> <li>10. PHULKA.</li> <li>11. PAPAD.</li> <li>12. EGG CURRY/EGG BHURJI/PANEER BHURJI</li> </ol>	<p>SAMOSA</p> <p>WITH CHUTNEY AND SAUCE AND JALEBI</p> <p>+</p> <p>TEA-COFFEE,</p>	<ol style="list-style-type: none"> <li>1. GREEN SALAD/CUCUMBER</li> <li>2. MIXED SOPPU SAMBHAR</li> <li>3. DAL FRY</li> <li>4. BEANS DRY</li> <li>5. ALOO MATAR GRAVY</li> <li>6. STEAMED RICE</li> <li>7. PULOGARE</li> <li>8. CURD</li> <li>9. CHAPATI</li> <li>10. LADDO</li> <li>11. PAPAD</li> <li>12. EGG CURRY /PANEER BHURJI</li> </ol>	<p>POHA +MIXTURE + CHUTNEY</p> <p>FRESH JUICE</p> <p>+</p> <p>TEA/COFFEE/BADAM MILK,</p>
DAY2	<p>MASALA DOSA, CHUTNEY, SAMBAR (MASALA SEPARATE) AND</p> <p>BROKEN WHEAT, KESARI BHAAT AND CHUTNEY</p> <p>AND</p> <p>MILK 200ML WITH CORN FLAKES/OATS AND BREAD BUTTER JAM</p> <p>+</p> <p>TEA-COFFEE</p>	<ol style="list-style-type: none"> <li>1. GREEN SALAD</li> <li>2. DRUMSTICK SAMBHAR</li> <li>3. DAL TADKA</li> <li>4. BITTER GOURD DRY</li> <li>5. KADHAI PANEER</li> <li>6. WHITE RICE</li> <li>7. LEMON RICE</li> <li>8. PARATHA</li> <li>9. CURD</li> <li>10. PINEAPPLE KESARI/MOONG DAL HALWA</li> <li>11. PAPAD</li> <li>12. EGG CURRY/EGG BURJI/BABY CORN</li> </ol>	<p>TOMATO DOSA WITH CHUTNEY/SHAAVIGE BHHAT WITH CHUTNEY</p> <p>+</p> <p>TEA-COFFEE,</p>	<ol style="list-style-type: none"> <li>1. GREEN SALAD</li> <li>2. PALAK RASAM</li> <li>3. MIX DAL FRY</li> <li>4. LAUKI KE KOFTE</li> <li>5. BEETROOT AND CHANA</li> <li>6. STEAMED RICE</li> <li>7. VEGETABLE BIRYANI</li> <li>8. CURD</li> <li>9. CHAPATI</li> <li>10. DRY CAKE</li> <li>11. PAPAD</li> <li>12. EGG CURRY/BANANA (1NO.)</li> </ol>	<p>BREAD SLICE (6PCS JUMBO BREAD) WITH BUTTER AND JAM+FRESH JUICE</p> <p>TEA/COFFEE/BADAM MILK,</p>
DAY3	<p>CHAPATI+SAGU+CHUTNEY</p> <p>AND</p> <p>PONGAL+WADA WITH CHUTNEY</p>	<ol style="list-style-type: none"> <li>1. GREEN SALAD/SPROUT SALAD</li> <li>2. HURULIKALU SAMBHAR</li> <li>3. DAL PANCHMEL</li> <li>4. KNOL KHOL DRY</li> </ol>	<p>WADA PAV WITH CHUTNEY AND SAUCE</p>	<ol style="list-style-type: none"> <li>1. GREEN SALAD</li> <li>2. DRUMSTICK SAMBHAR</li> <li>3. DAL MAKHANI</li> </ol>	<p>KHARA PONGAL WITH 1 WADA AND</p>

## SECTION VII – TECHNICAL SPECIFICATIONS & SCOPE OF WORK

	<p>AND</p> <p>MILK 200ML WITH CORN FLAKES/OATS AND BREAD BUTTER JAM</p> <p style="text-align: center;">+</p> <p>TEA-COFFEE</p>	<p>5. VEGETABLE KOFTA CURRY</p> <p>6. WHITE RICE</p> <p>7. VEGETABLE FRIED RICE,</p> <p>8. CURD OR BUTTER MILK</p> <p>9. ICE-CREAM</p> <p>10. PHULKA</p> <p>11. PAPAD</p> <p>12. EGG CURRY/PANEER BHURJI</p> <p>13. RAGI MUDDE</p>	<p style="text-align: center;">+</p> <p>TEA-COFFEE,</p>	<p>4. SNAKE GUARD GRAVY</p> <p>5. VEG KADHAI</p> <p>6. STEAMED RICE</p> <p>7. PEAS PULAO</p> <p>8. CURD</p> <p>9. PLAIN PARATHA</p> <p>10. FRESH CUT FRUIT</p> <p>11. PAPAD</p> <p>12. EGG CURRY/PANEER BHURJI</p>	<p>CHUTNEY</p> <p style="text-align: center;">+</p> <p>FRESH JUICE</p> <p style="text-align: center;">+</p> <p>TEA/COFFEE/BADAM MILK,</p>
DAY4	<p>POORI+ ALOO BHAJI/ CHOLE PICKLE</p> <p style="text-align: center;">AND</p> <p>VANGI BHAAT+1WADA+CHUTNEY</p> <p style="text-align: center;">AND</p> <p>MILK 200ML WITH CORN FLAKES/OATS AND BREAD BUTTER JAM</p> <p style="text-align: center;">+</p> <p>TEA-COFFEE</p>	<p>1. GREEN SALAD</p> <p>2. PEPPER RASAM</p> <p>3. LAUKI CHANA DAL</p> <p>4. RAJMA MASALA</p> <p>5. VEG KADHAI,</p> <p>6. STEAMED RICE</p> <p>7. CURD RICE</p> <p>8. BUTTERMILK</p> <p>9. PHULKA</p> <p>10. KHEER</p> <p>11. PAPAD</p> <p>12. EGG CURRY/ EGG BURJI/BABY CORN</p>	<p>RAWA IDLI +WADA WITH SAGU AND CHUTNEY</p> <p style="text-align: center;">+</p> <p>TEA-COFFEE,</p>	<p>1. GREEN SALAD</p> <p>2. TOMATO DHANIYA RASAM</p> <p>3. MIX DAL FRY</p> <p>4. PUMPKIN DRY</p> <p>5. MIX VEGETABLE GRAVY</p> <p>6. VEGETABLE PULAO</p> <p>7. WHITE RICE</p> <p>8. CURD</p> <p>9. AJWANI POORI</p> <p>10. MOONG DAL HALWA</p> <p>11. PAPAD</p> <p>12. EGG CURRY/BABY CORN</p>	<p>CHOW CHOW BHAAT WITH CHUTNEY</p> <p style="text-align: center;">+ FRESH JUICE</p> <p style="text-align: center;">+</p> <p>TEA/COFFEE/BADAM MILK,</p>
DAY5	<p>ONION DOSA (03 NO.) WITH SAMBHAR CHUTNEY</p> <p style="text-align: center;">AND</p> <p>POHA WITH MIXTURE AND CHUTNEY</p> <p style="text-align: center;">AND</p> <p>MILK 200ML WITH CORN FLAKES/OATS</p>	<p>1. GREEN SALAD</p> <p>2. TOMATO RASAM</p> <p>3. DAL TADKA</p> <p>4. MIX VEG DRY ,</p> <p>5. PALAK PYAZ KI KADHI</p> <p>6. WHITE RICE</p> <p>7. PULIOGERE</p> <p>8. CURD OR BUTTER MILK</p> <p>9. METHI ROTI</p> <p>10. LAUKI HALWA/CARROT HALWA</p>	<p>VEG PULAO+ MASLA WADA+CHUTNEY +CURD ONION</p> <p>OR OATS WITH FRUITES (3TYPE OF SESONAL</p>	<p>1. GREEN SALAD</p> <p>2. WHITE PUMPKIN SAMBHAR</p> <p>3. URAD CHANA DAL FRY</p> <p>4. BEANS DRY</p> <p>5. PANEER BUTTER MASALA</p> <p>6. PUDINA RICE</p> <p>7. WHITE RICE</p> <p>8. CURD</p>	<p>MILK + CORNFLAKES</p> <p style="text-align: center;">+</p> <p>FRESH JUICE</p> <p style="text-align: center;">+</p> <p>TEA/COFFEE/BADAM MILK,</p>

## SECTION VII – TECHNICAL SPECIFICATIONS & SCOPE OF WORK

	AND BREAD BUTTER JAM  +  TEA-COFFEE	11. PAPAD 12. EGG CURRY/ EGG BURJI/PANEER BHURJI	FRUITES )  +  TEA- COFFEE	9. CHAPATI 10. ICE- CREAM 11. PAPAD 12. EGG CURRY/PANE ER BHURJI (1NO.)	
DAY 6	IDLI WADA WITH SAMBHAR & CHUTNEY  AND  AKKI ROTI +SAGU+CHUTNEY  AND  MILK 200ML WITH CORN FLAKES/OATS AND BREAD BUTTER JAM  +  TEA-COFFEE	1. GREEN SALAD 2. SOPPU SAMBHAR 3. DAL MAKHNI 4. CHOLE MASALA 5. BEANS AND CABBAGE DRY 6. VEGETABLE BIRYANI, 7. WHITE RICE 8. CURD OR BUTTERMILK 9. FRESH CUT FRUIT 10. PHULKA/POORI 11. PAPAD 12. EGG CURRY EGG BURJI/BABY CORN 13. RAGI MUDDE	PAV+BH AJI  +  TEA- COFFEE/ MILK,	1. GREEN SALAD 2. PUDINA RASAM 3. TUAR DAL TADKA 4. MIX VEG DRY 5. RIDGE GOURD GRAVY 6. NAVRATAN PULAO 7. WHITE RICE 8. CURD 9. PHULKA 10. PAPAD 11. RAWA KESARI 12. EGG CURRY/PANE ER BHURJI (1NO.)	RICE BHAAT+ MASALA WADA+RA ITA AND CHUTNEY  +  FRESH JUICE  +  TEA/COFF EE/BADA M MILK,



## SECTION VII – TECHNICAL SPECIFICATIONS & SCOPE OF WORK

### CYCLIC MENU 2

<u>DAYS</u>	<u>BREAKFAST</u>	<u>LUNCH</u>	<u>DINNER</u>	<u>MIDNIGHT</u>
DAY1	VEGETABLE PULAO/BHAAT AND WADA WITH CHUTNEY	MAJJIGE HULI. WHITE PUMPKIN SAMBHAR PARVAL/TINDLY (DRY). VEGETABLE KORMA. RAGI MUDDE/ CHAPATI WHITE RICE BUTTERMILK PAPAD.	MIXED SOPPU SAMBHAR TOMATO RASAM BEANS DRY ALOO MATAR GRAVY STEAMED RICE PULOGARE/ CHAPATI /RAGI MUDDE BUTTERMILK PAPAD	TOMATO BHAAT WITH 1 WADA AND CHUTNEY  + TEA/COFFEE
DAY2	CHOW CHOW BHAAT WITH CHUTNEY	DRUMSTICK SAMBHAR TOMATO AND CORRIANDER RASAM BITTER GOURD DRY KADHAI PANEER WHITE RICE LEMON RICE/ CHAPATI BUTTERMILK PAPAD	PALAK RASAM TOMATO RASAM DRUMSTICK SAMBHAR LAUKI KE KOFTE BEETROOT AND CHANA STEAMED RICE RAGI MUDDE/ CHAPATI BUTTERMILK PAPAD	VEG RICE BHAAT WITH 1 MASALA WADA  & CHUTNEY  + TEA/COFFEE
DAY3	PONGAL+WADA WITH CHUTNEY	HURULIKALU SAMBHAR PEPPER RASAM, KNOL KHOL DRY VEGETABLE KOFTA CURRY WHITE RICE RAGI MUDDE,/ CHAPATI BUTTER MILK PAPAD	DRUMDTICK SAMBHAR LEMON RASAM SNAKE GUARD GRAVY VEG KADHAI STEAMED RICE PEAS PULAO/ CHAPATI BUTTERMILK PAPAD	VEGETABLE FRIED RICE WITH SAUCE/CHUTN EY  + TEA/COFFEE
DAY4	VEG RICE BHAAT WITH 1 WADA+ CHUTNEY	PEPPER RASAM VEGETABLE SAMBHAR RAJMA MASALA VEG KADHAI, STEAMED RICE CURD RICE/ CHAPATI BUTTERMILK PAPAD	TOMATO DHANIYA RASAM DRUMSTICK SAMBHAR PUMPKIN DRY MIX VEGETABLE GRAVY RAGI MUDDE/ CHAPATI WHITE RICE BUTTERMILK PAPAD	LEMON RICE WITH WADA CHUTNEY  + TEA/COFFEE
DAY5	PONGAL WADA /IDLI WADA	TOMATO RASAM DRUMSTICK SAMBAR MIX VEG DRY , KADHI PAKODA	WHITE PUMPKIN SAMBHAR PEPPER RASAM BEANS PALYA	VEG BIRYANI WITH RAITA WITH WADA

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	SAMBHAR CHUTNEY	WHITE RICE RAGI MUDE/ CHAPATI BUTTER MILK PAPAD	PANEER BUTTER MASALA PUDINA RICE/ CHAPATI WHITE RICE BUTTERMILK PAPAD	+ TEA/COFFEE,
DAY6	IDLY (3) WADA(1) SAMBAR, CHUTNEY	SOPPU SAMBHAR LEMON RASAM/ PUDINA RASAM CHOLE MASALA BEANS AND CABBAGE DRY VEGETABLE BIRYANI,/CHAPATI WHITE RICE BUTTERMILK PAPAD	PUDINA RASAM SOPPU SAMBHAR MIX VEG DRY RIDGE GOURD GRAVY RAGI MUDDI/CHAPATI WHITE RICE BUTTERMILK PAPAD	VEG RICE BHAT+MASAL A WADA WITH CHUTNEY  + TEA/COFFEE

Note:

- BNPM/CMC shall reserve the right to change the menu whenever require.
- All items must be served as per market standard or as per canteen management committee guideline or any guideline given by concerned officer's deputed by company.

## SECTION VII – TECHNICAL SPECIFICATIONS & SCOPE OF WORK

### ANNEXURE-3

#### PORTION SIZE/ PER PLATE

<u>S.NO</u>	<u>ITEM</u>	<u>WEIGHT APPROX.</u>	<u>NUMBER PER SERVING</u>
	<b><u>BREAKFAST</u></b>		
1	IDLI/RAWA IDLI +WADA +SAMBHAR CHUTNEY	100GM(IDLI) + 60 GM EACH(WADA)	UNLIMITED
2	MASALA DOSA+ SAMBHAR CHUTNEY	DOSA(75GM)	
3	SET VEGETABLE DOSA SAMBHAR CHUTNEY	80 GM EACH, MASALA(60GM) PER SERVING	
4	VEGETABLE PARATHA+CURD/BHAJI	120 GM EACH, 100GM VEG BHAJI/CURD 100GM	
5	POORI+ BHAAJI	POORI 45GM EACH+ 120GM BHAJI	
6	PONGAL + WADA+ CHUTNEY	240GM PONGAL, WADA (45 GM)	
7	POHA + MIXTURE+ CHUTNEY	POHA 240GM, MIXTURE (45 GM)+CHUTNEY	
8	BISSIBELA BHAAT/ANY RICE BHAAT +MIXTURE/BOONDI/WADA +CHUTNEY	BHHAT 240GM, MIXTURE/WADA (45 GM)	
9	UTTAPAM/ONION DOSA+SAMBHAR+CHUTNEY	90GM EACH	
10	UPMA+KESARI BHAAT+CHUTNEY	180 GM UPMA+ 100 GM KESARI BHAAT+CHUTNEY	
11	VARIETIES OF DOSA+MASALA+ SAMBHAR+CHUTNEY	75GM DOSA + 60 MASALA	
12	OATS IDLI/RAWA IDLI/ RAGI IDLI +SAGU/SAMBHAR/CHUTNEY +WADA+TEA-COFFEE	85GM(IDLI) + 60 GM EACH(WADA)	
13	CHAPATI/PLAIN PARATHA/AKKI ROTI/RAGI ROTI SAGU+CHUTNEY +TEA-COFFEE	70-75GM EACH ROTI	

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14	MILK+CORNFLAKES+BREAD+ BUTTER+JAM	MILK-200ML+CORNFLAKES 80-100GM+BREAD 4SLICE 30-35 GM+BUTTER 10-15 GM+JAM-40GM	
	<b><u>LUNCH/DINNER</u></b>		<b><u>SERVING PER PLATE</u></b>
	<b><u>FOR MENU 1</u></b> (SALAD+DAL+SAMBHAR/RASAM+VEG GRAVY+WHITE RICE+ COLOURED RICE+DRY VEGETABLE+ CURD+SWEET/CUT FRUIT/ICE CREAM+PAPAD+PICKLE+ EGG CURRY/EGG BHURJI(FOR NON-VEG)/PANEER BHURJI/BABYCORN(FOR VEG))  <b><u>FOR MENU 2</u></b>  (PAPAD+SAMBHAR+RASAM+VEG GRAVY+WHITE RICE+ COLOURED RICE/RAGI MUDDE+DRY VEGETABLE+BUTTERMILK+PICKLE)		
1	SALAD(CUCUMBER+TOMATO+ CARROT+ONION)/ SPROUT SALAD/TANDOORI SALAD/MIXED BOILED VEGITABLES(5TYPES) ETC.		80 GM
2	DAL		UNLIMITED
3	SAMBHAR/RASAM		UNLIMITED
4	WHITE RICE		UNLIMITED
5	COLOURED RICE/PULAO/VEGETABLE BIRYANI(40% VEGETABLE)		150GM
6	CHAPATI/PULKA /ROTI/POORI/PARATHA/JOW AR ROTI/ RAGI ROTI/PARATA		3 NO. (40-45GM EACH) 120GM
7	VETETABLE GRAVY/GRAVY PALYA		120GM
8	DRY VEGETABLE/DRY PALYA		100GM
9	CURD		90GM
10	FRUIT/SWEET/ICE-CREAM		80 GM FRUITS/ 60-80GM STANDARD PORTION
11	PAPAD (DIFFERENT VARIETIES) PREFERABLY DAL BASED		6 INCHES DIAMETER/DAL PAPAD 6 INCHES DIAMETER
12	RAGI MUDDE	150-170GM EACH	1 NO.
13	SAMBHAR/RASAM+WHITE RICE+DAL		UNLIMITED

## SECTION VII – TECHNICAL SPECIFICATIONS & SCOPE OF WORK

15	PICKLE/CHUTNEY		AS REQUIRED
16	EGG CURRY	1EGG WITH 40GM CURRY	1EGG WITH 40GM CURRY
17	EGG BHURJI	80 GM	80 GM
18	PANEER BHURJI	80 GM	80 GM
19	BOILED EGG	1NO.	1NO.
20	BABY CORN PREPARATION/EQUVALENT ITEMS	80GM	80GM
	<b><u>SNACKS.</u></b>		<b><u>SERVING PER PLATE</u></b>
1	SAMOSA+JALEBI+CHUTNEY & SAUCE	SAMOSA 90GM EACH, (-2 NO).JALEBI 40 GM	2 NO. SAMOSA+-(2 NO). 40 GM JALEBI
2	PAV BHAAJI	PAAV 45 GM EACH +120GM BHAAJI	3 NO. PAV + BHAAJI 120GM
3	WADA PAAV + CHUTNEY & SAUCE	PAV 45 GM EACH+ WADA 45 GM EACH	3+3
4	VEGETABLE BURGER+SAUCE	180 GM EACH	2 NO.
5	NOODLES/MAGGIE/ SAVIGE BHAAT+CHUTNEY/ SAUCE	250GM (MUST CONTAIN 80GM VEGETABLE)	250GM/SERVING
6	VEG PUFF+SAUCE	100-120GM EACH	2 NO.
7	VEG ROLLS+CHUTNEY/SAUCE	100-120GM EACH	2 NO.
8	ALOO BONDA+CHUTNEY&SAUCE	40 GM EACH	5NO.
9	ONION BHAJJI/GOBHI BHAJJI+CHUTNEY/SAUCE	20GM EACH	12 NO.
10	GOBHI MANCHURIAN+SAUCE	225 GM	225GM
11	FRESH CUT FRUIT (ATLEAST THREE TYPE)	250GM	250GM
12	VEGETABLE SANDWICH+ CHUTNEY/SAUCE	80GM EACH	3 NO.
13	RAWA IDLI/IDLI+WADA+CHUTNEY+ SAGU/SAMBHAR	RAWA IDLI 80 GM EACH+ 45GM WADA +100GM SAGU	3 IDLI+ 1 WADA OR (2+2)+100GM SAGU
14	BREAD JAM(JUMBO BREAD)+MILK/JUICE	BREAD 6 SLICE (35-40GM) + 60 GM JAM+200ML MILK	BREAD 6 SLICE (20- 25GM) +50GM JAM+200ML MILK



## SECTION VII – TECHNICAL SPECIFICATIONS & SCOPE OF WORK

15	BREAD OMELLETE+TEA-COFFEE+BOOST MILK	3EGG(130GM APPROX EGG+45GM VEG) +3 BREAD+200ML BOOST MILK/JUICE	3EGG(130GM APPROX EGG+45GM VEG) +3 BREAD+200ML BOOST MILK/JUICE
16	TEA-COFFEE	100ML	100ML (1CUP)
17	BISCUIT/RUSK	75-80GM	75-80GM
18	FRESH JUICE(IN ANY MEAL)	250ML	250ML
19	CORNFLAKES+MILK+FRESH JUICE	100GM+250ML JUICE+200ML FRESHH JUICE	100GM+250ML JUICE+200ML FRESHH JUICE
20	VARIETIES OF DOSA +SAMBHAR +CHUTNEY	100 GM EACH DOSA	3 NO.

Note: Paper Napkin/Tissue Paper and Sweet Saunf, Plain Saunf must be provided by the successful bidder only.

## SECTION VII – TECHNICAL SPECIFICATIONS & SCOPE OF WORK

### ANNEXURE-4

#### PROCUREMENT OF INGREDIENTS & MAKE OF MAJOR INGREDIENTS

##### **PROCUREMENT OF INGREDIENTS:**

1. The successful bidder shall ensure that high quality ingredients are always procured for preparation of eatables. The company's authorized official has the right to check the quality and reject and send out any ingredient that may be found to be sub-standard.
2. The successful bidder will purchase milk from the Dairy / authorized dealer and other ingredients as far as possible from the reputed wholesale outlets.
3. The successful bidder shall ensure that all product and ingredients purchase as per the FSSAI guidelines.
4. The successful bidder shall ensure the purchasing of vegetable and milk on daily basis.

##### **MAKE OF MAJOR INGREDIENT TO BE USED BY THE CANTEEN SUCCESSFUL BIDDER FOR PREPARATION OF FOOD STUFF IN CANTEEN:**

Sr.No	INGREDIENTS	PREFERRED BRAND (OR EQUIVALENT)
1	REFINED SUNFLOWER OIL (LOW FAT CONTENT)	SUNPURE/FORTUNE/GOLD WINNER /SAFAL/SAFOLA/
2	RICE	GOOD QUALITY SONA MASURI RAW/BOILED RICE/BASHWESHWARA
3	DAL	GOOD QUALITY URAD/CHANA/MOONG/MASOOR/RAJMA/ARHAR/ETC.
4	ATTA	ASHIRWAD/PILLSBURY/TATA /V.A PREMIUM
5	BREAD	MODERN/BRITANNIA/MILKMADE/ANY OTHER GOOD QUALITY ACCEPTABLE BY THE CMC
6	PAPAD	LIJJAT/HALDIRAM/ GOOD QUALITY ACCEPTABLE BY THE CMC
7	SALT	IODIZED SALT TATA/ANNAPURNA
8	PICKLE	MTR/KISSAN/PRIYA/SWASTHIK
9	MILK/CURD/PANNEER	KMF NANDINI, AMUL, MOTHER DAIRY
10	SEALED WATER	BISLERI/AQUAFINA/KINLEY
11	BUTTER	KMF NANDINI /AMUL/ BRITTANNIA
12	GHEE	NANDINI / AMUL / GRB / PATANJALI
13	JAM	KISSAN/HEINZ

## SECTION VII – TECHNICAL SPECIFICATIONS & SCOPE OF WORK

14	TOMATO/CHILLI/SOYA SAUCE	KISSAN/HEINZ
15	GARAM / CHAT / CHANA MASALA –KASURI METHI. TABLE SALT. DHANIA/ CHILLI /HALDI POWDER, PEPPER ETC.	RENOUNED QUALITY MTR/MDH – ISI MARK
16	LAUNG, DAL CHINNI, ELAICHI, AND OTHER DRY SPICES, WHOLE SPICES	BEST QUALITY
17	BAKERY ITEMS	REPUTED BAKERY +PRODUCT ONLY
18	BISCUIT/WAFERS/NAMKEEN	BRITTANIA, PARLEY, SUNFEAST, GOODDAY
19	CHEESE PROCESSED	AMUL / KMF NANDINI
20	CONDENSED MILK AND OTHER DAIRY PRODUCT	AMUL / BRITTANIA/ KMF NANDINI
21	ICE-CREAM/KULFI	KWALITY/ MOTHER DAIRY/ JOY/ KMF NANDINI

Note: BNPM shall reserve the right to change the brand of the aforementioned items as & when required.

Successful bidder shall have to provide packed food material / ready to eat items as per Govt regulation & not more than MRP, whatever be asked by BNPM management.

## **SECTION VII – TECHNICAL SPECIFICATIONS & SCOPE OF WORK**

### **ANNEXURE-5**

#### **BRAND OF CONSUMABLES FOR CLEANING (TENTATIVE LIST):**

<b>SR NO</b>	<b>ITEM</b>	<b>QUALITY/BRAND</b>
1	WASHING POWDER-CLOTHES & LINEN	NIRMA, TIDE
2	UTENSILS	VIM, POPULAR, HINDUSTAN LEVEL LIMITED
3	GLASS CLEANER, FLOOR CLEANER, TILE CLEANER	COLLIN
4	PHENYL/LYZOL (DISINFECTANT)	GAINDA
5	LIQUID TOILET/ HAND WASH SOAP	DETTOL LIQUID
6	TOILET PAPER	WINTEX, SOFINE
7	ROOM FRESHENER	YARDLEY, TAHINA
8	TOILET FRESHENERS	ODONIL, ADMIRE
9	URINAL CAKES	ODONIL, ADMIRE
12	MOSQUITOES REPELLENT REFILLS	ALL OUT, JET, GOODNIGHT
13	DETERGENT AND OTHER REQUIRED MATERIAL SUCH AS DUSTER, BROOM, COLIN, NAPHTHALENE BALLS ETC	QUALITY AS APPROVED BY BNPM
14	NAPKIN PAPER	QUALITY AS APPROVED BY BNPM
15	PAPER TOWEL FOR WASH ROOMS/WASHBASIN	KIMBERLY CLARK 20
16	CAUSTIC	QUALITY AS APPROVED BY BNPM

Any other cleaning item to be procured for cleaning as & when required, must be purchased /arranged by successful bidder to facilitate the cleaning.

Pertaining to consumables & chemicals, prior approval from BNPM is to be taken if any other brand is to be introduced apart from the specified ones.

## SECTION VII – TECHNICAL SPECIFICATIONS & SCOPE OF WORK

### ANNEXURE -6

#### DETAIL OF MANPOWER TO BE DEPLOYED

SL NO.	MANPOWER	CATEGORY	*MINIMUM NO OF MANPOWER TO BE DEPLOYED(excluding all kind of relievers)
1	SUPERVISOR	SKILLED	2
2	SR. COOK/CHEF	H. SKILLED	4
3	COOK	SKILLED	4
4	UTENSILS AND KITCHEN CLEANING STAFF/HELPER/HOUSEKEEPING	UNSKILLED	7
5	SERVICE BOY/HELPER/TABLE CLEANING STAFF	UNSKILLED	10
	<b>TOTAL</b>		<b>27</b>

Note:

\*The SUCCESSFUL BIDDER has to provide minimum 27 personnel during week days to work (EXCLUDING ALL KIND OF RELIVERS), whereas during weekends i.e. Saturday & Sunday – a minimum 22 personnel need to be there at work. During National Holiday / BNPM Calendar (10+2) Holidays – a minimum of 16 personnel may be deployed. In case of leave/ absence of any person/employee, SUCCESSFUL BIDDER has to depute the reliever for the contract labour with same mentioned category or in any untoward incidents in the canteen services. Failing these conditions, Rs.1,000/- may be recovered for per person / per day/per incidents.

Minimum Number of Total manpower i.e. 27 is excluding of leaves, reliever, weekly off, reliever for public holidays etc. as per rules. The SUCCESSFUL BIDDER shall be responsible for deputing manpower as per the requirement mentioned above and to maintain the canteen operation / services 24\*7 Hrs. The labour compliances as specified in SCC, Sec – V of the tender should be strictly complied by the SUCCESSFUL BIDDER.

The SUCCESSFUL BIDDER must ensure that total staffing in shift/day as per requirement to facilitate the smooth canteen operation on daily basis and comply all applicable rules regulations and labour laws.

Estimated minimum manpower requirement as per Scope of work is 27 Nos. However the SUCCESSFUL BIDDER has to ascertain the scope of work by their own. BNPM reserves the right that if at any time in future it is found that additional manpower is required then the same will be provided by the successful bidder without any financial demands.

Deployed manpower including supervisor should not be used for purchase of any raw material/ any other activities and stay outside BNPM premises during the time of deployment.

**Successful bidder has to ascertain that, the future rate of minimum wage /DA/VDA/ or etc. variations and quote accordingly. There will not be any changes /arrears /increase in the quoted rate for the contract period.**



## SECTION VII – TECHNICAL SPECIFICATIONS & SCOPE OF WORK

### ANNEXURE-7

#### PROFORMA FOR MEDICAL FITNESS CERTIFICATE FOR FOOD HANDLERS

Photo

Name: .....

Father/ Husband's Name:.....

Age, Gender & DOB:.....

Blood Group: .....

Address:.....

It is certified that shri/smt./miss..... employed with M/S..... coming in direct contact with food and eatables (food and beverages) items has been carefully examined\* by me on date .....

Based on the medical examination conducted, he/she is found free from any infectious or communicable diseases and the person is fit to work in the above mentioned food establishment/ Organization/ Anywhere in Food Service Outlet.

Regn. No.

Name & Signature with Seal of Registered  
Medical Practitioner / Civil Surgeon

\*Medical examinations to be conducted

1. Physical Examination
2. Eye Test
3. Skin Test
4. Compliance with the schedule of Vaccine to be inoculated against enteric group of diseases
5. Blood Test , Urine Test , Stool Test , Chest X Ray etc.
6. Any Test required to confirm any communicable or infectious disease.

Note: All aforementioned Test Reports are to be enclosed with the Medical Fitness Certificate/ Food Handler Test.

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

## **SECTION VIII – QUALITY CONTROL REQUIREMENTS/COMPLIANCE**

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

<b>Sl.no.</b>	<b>Description of Work</b>	<b>Bidder Compliance Yes / No / Deviation</b>
<b>A.</b>	<b>LIABILITIES, CONTROL ETC OF THE PERSONS DEPLOYED</b>	
<b>1</b>	The successful bidder shall conform to the technical specification/ scope of work as depicted in Section-VII of the Tender Document.	
<b>2</b>	The Successful bidder shall furnish the following documents in respect of the individual manpower who will be deployed by it in the BNPM before the commencement of work.	
<b>a</b>	List of Persons to be deployed	
<b>b</b>	Certificate of verification of antecedents of person by local police authority.	
<b>c</b>	Detailed proof of identity like aadhar card, driving licence, bank account details, proof of residence and recent 2 photographs of the personnel to be deployed by the agency in BNPM.	
<b>d</b>	PF & ESI Registration Certificate	
<b>3.</b>	<p>The successful bidder shall ensure that the personnel deployed are medically fit and shall submit a medical fitness certificate for each employee deployed by the contractor, issued by an registered medical practitioner as per GOI.</p> <p>All deputed personnel of the contractor employed for handling the food items should be subjected to periodical medical examination/ Food Handler Test with Medical Reports like Chest X Ray, Blood Test, Stool &amp; Urine Test etc with a Fitness Certification as per Annexure (i) for every 6 months &amp; as and when the company deems it necessary and as required under the Karnataka Factories Rules. The charges for such medical examination of the contractor's workers shall be borne by the Contractor. The aforementioned Tests &amp; Certification should be submitted by the successful bidder before deployment of Manpower.</p> <p>Personnel / Manpower of the successful bidder will be permitted to be deployed at BNPM or continue the service at BNPM after approval of the Medical Officer of BNPM against the aforementioned documents pertaining to Tests &amp; Certificates of the personnel to be deputed.</p> <p>These Tests &amp; Certifications of the Personnel are to be carried out at the own cost of the Successful Bidder, BNPM will not reimburse the amount.</p> <p>The contract labour should be vaccinated with Hepatitis b, Typhoid &amp; Covid 19 ( Double dose) before deployment.</p>	

## **SECTION VIII – QUALITY CONTROL REQUIREMENTS/COMPLIANCE**

<b>Sl.no.</b>	<b>Description of Work</b>	<b>Bidder Compliance Yes / No / Deviation</b>
<b>4.</b>	The successful bidder shall be responsible for proper conduct of his/her/their personnel in BNPM office premises. In case of any damage/loss/theft etc., to the property of BNPM, which is caused by the personnel deployed by the agency, the agency will either be liable to make good the loss on the basis of the value of the property as determined by BNPM or the same could be recovered from the performance guarantee, monthly payments, due to the agency.	
<b>5.</b>	The personnel deputed to BNPM by the successful agency/bidder should be polite, cordial, positive and efficient while handling the assigned work. In case, the person employed by the successful agency/bidder commit any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the successful agency will be liable to take disciplinary action against such persons, including their removal from the work, if required by the BNPM.	
<b>6.</b>	The personnel deputed to BNPM shall not be changed by the agency in any circumstances unless there is a specific request from BNPM in writing.	
<b>7.</b>	It will be the responsibility of the successful agency/bidder to meet transportation, medical and other requirements in respect of the persons deployed in BNPM and BNPM will have no liabilities in this regard.	
<b>8.</b>	For all intents and purposes, the successful agency/bidder shall be the 'employer' within the meaning of different labour legislation in respect of manpower so deployed in the BNPM. The persons deployed by the agency/bidder in BNPM shall not have claims of any employer and employee relationship against BNPM.	
<b>9.</b>	The successful bidder shall be solely responsible for the redressal of grievance/resolution of dispute relating to persons deployed. The BNPM shall in no way be responsible for settlement of such issues whatsoever.	
<b>10.</b>	BNPM shall not be responsible for any financial loss or any injury to any person deployed by service providing agency/bidder in the course of their performing the functions/duties or for payment towards any compensation.	
<b>11.</b>	The persons deployed by the successful agency/bidder shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees of the BNPM during the currency or after expiry of the contract.	
<b>12.</b>	In case of termination of the contract on its expiry or otherwise, the persons deployed by the successful agency/bidder shall not be entitled to and will have no claim for any absorption in the regular/otherwise capacity in BNPM.	

## **SECTION VIII – QUALITY CONTROL REQUIREMENTS/COMPLIANCE**

<b>Sl.no.</b>	<b>Description of Work</b>	<b>Bidder Compliance Yes / No / Deviation</b>
<b>13</b>	Successful Bidder shall be responsible for maintaining all record & registers ( like food waste register , pest control register , employee feedback register or any other record as & when asked by BNPM or Govt Agency.	
<b>14</b>	Successful bidder has to comply the penalty clause.	
<b>B.</b>	<b>LEGAL</b>	
1.	<p>The successful bidder shall be responsible for compliance of all prevailing statutory provisions relating to Minimum Wages Act, Provident Fund and Employees State Insurance Act, Factories Act, Employees State Insurance Act, Contract Labour Act, Payment of Wages Act, Employees Compensation Act, Karnataka Labour Welfare Fund etc., in respect of the persons deployed by it in the BNPM.</p> <p>No labour below the age of the minimum age of work as prescribed by the Govt. of India shall be employed on the work.</p> <p>The successful bidder should comply with the following provisions prescribed in the Factories Act 1948</p> <ol style="list-style-type: none"> <li>Working hours should not exceed the permissible limits mentioned in the Factories Act 1948.</li> <li>The employee should get weekly off as per the provisions of the Factories Act 1948.</li> <li>Overtime is not entertained by BNPM and overtime cost shall not be paid by BNPM.</li> </ol> <p>The successful bidder should abide by the provision of Section – 79 of Factories Act 1948, in so far as annual leave with wages of his employees is concerned.</p>	
2.	The successful bidder shall also be liable for depositing all taxes, statutory obligation, levies, cess etc., on account of services rendered by the bidder to BNPM to concerned tax, ESI, EPF authorities from time to time as per extant rules and regulations on the matter. In case, the successful bidder fails to comply with the statutory/taxation liabilities under appropriate law, and as a result thereof, the BNPM is put to any loss/obligation, monetary or otherwise, the BNPM will deduct the same from the monthly bills and/or the performance security deposit of the agency/bidder, the extent of the loss or obligation in monetary terms.	
3.	The successful bidder shall maintain all statutory registers under the law. The agency shall produce the same, on demand to the concerned authority of the BNPM or any other authority under law.	

## **SECTION VIII – QUALITY CONTROL REQUIREMENTS/COMPLIANCE**

<b>Sl.no.</b>	<b>Description of Work</b>	<b>Bidder Compliance Yes / No / Deviation</b>
4.	The tax deduction at source (TDS) shall be made as per the provisions of Income Tax Act and a certificate to this effect shall be provided to the agency by the BNPM.	
5.	The successful bidder shall present the bills for reimbursement of the remuneration latest by 7th of every month (As per payment of wages Act,1936 ) so that the same can be processed in BNPM at the earliest. However, the deadline of payment of remuneration to the persons deployed by the agency shall not be altered by the agency even if payment is not received or delayed from BNPM.	

## SECTION VIII – QUALITY CONTROL REQUIREMENTS/COMPLIANCE

### COMMERCIAL COMPLIANCE STATEMENT:

Sl. no.	Features	Requirements of BNPMIPL, Terms & conditions	Whether Agreed by the firm	Deviation, if any
01	General Conditions and Scope of work	Service shall be rendered exactly as per the given instructions / Scope of work mentioned in Section VII of the tender	<b>Yes agreed</b>	
02	Technical Requirement/Scope of work	As per Section VII – Technical Specification/Scope of work	<b>Yes agreed</b>	
02	Quantity	As per Section VII – Technical Specification/Scope of work	<b>Yes agreed</b>	
03	Commencement of service	As per section -VI	<b>Yes agreed</b>	
04	Payment terms	As mentioned in SCC, Sec V	<b>Yes agreed</b>	
05	Liquidated Damages	Not applicable	<b>Yes agreed</b>	
06	Performance Security	As mentioned in SCC, Sec V	<b>Yes agreed</b>	
07	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>	
08	Compliance to SIT, SCC clauses (specific terms & conditions)	As per SIT , Sec – III and SCC , Sec - V	<b>Yes agreed</b>	
09	Penalty	As mentioned in SCC, Sec V	<b>Yes agreed</b>	
10	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 VIII – QUALITY CONTROL REQUIREMENTS/COMPLIANCE**

<b>COMPLIANCE STATEMENT RELATED TO PRICE SCHEDULE AND STATUTORY COMPONENTS</b>	<b>Bidder Compliance Yes / No / Deviation</b>
<ol style="list-style-type: none"> <li>1. Price bid is for evaluation purpose only, monthly payment to the successful bidder will be released on actual plate count ( i.e actual consumption) basis against item wise quoted L1 rates for each meal categories of Menu 1 &amp; Menu 2. Other than the above and applicable GST no other component which are not in price bid will be paid to the successful bidder. However, successful bidder has to ensure all the statutory norms &amp; charges as applicable towards the deputed personnel of the successful bidder.</li> <li>2. Successful bidder has to comply prevailing Minimum Wages, VDA,PF. ESI, Bonus, Leave Wages, National &amp; Festival Holidays Labour Welfare Fund Allowances , Uniform , Shoes etc any Govt notifications toward wages issued by Office of the Chief Labour Commissioner (c), Ministry of Labour &amp; Employment, Govt of India time to time and as per applicable percentages towards other statutory compliances under labour &amp; labour laws. However, BNPM will not pay any of the above labour &amp; labour laws related statutory component/ change in statutory components separately to the successful bidder.</li> <li>3. Cleaning supply &amp; material includes soap , detergent , hand wash , paper napkin , duster , mope , broom , wiper , cleaning brush , scrubbing brush , Acid , Toilet Cleaner , Floor Cleaner , Phenyl , Room Freshener , Naphthalene balls, Caustic Powder, Dish Wash etc as applicable to maintain cleanliness of the canteen service will be under the scope of the bidder. No separate payment will be made by BNPM on this account.</li> <li>4. Price Bid shall be submitted through e-portal only as per the format provided in the price schedule, Sec –XI of the tender, the price bid is liable for rejection if submitted in any other mode. Price Bid submitted in any other format will be liable for rejection. Price bids with Counter conditions are liable for rejection.</li> <li>5. Prices quoted by the L1 bidder shall remain fixed &amp; firm upto the contract period. Price variation clause will be applicable for any extension on yearly renewal basis.</li> <li>6. The contract shall be awarded for a period of One (01) year extendable for another two (02) years on yearly renewal basis subject to satisfactory performance at the same terms &amp; conditions. Applicable prices for 2<sup>nd</sup> year and 3<sup>rd</sup> year will be as per price variation clause: Sec V, Clause 14. PBG towards performance security/ security deposit is to be extended accordingly with applicable amount. Extension of contract tenure shall be at sole discretion of BNPM. The whole contract or part of contract can be terminated at any time at the discretion of the BNPMIPL with 90 days notice without assigning any reason whatsoever.</li> <li>7. Any upward / downward revision in GST shall be considered at actuals. No claim in respect of any type of violation of any relevant rules etc., shall be payable. At present GST rate is 5%.</li> <li>8. Bidder to meet all statutory compliances like Minimum wages act, Bonus Act, EPF. ESI and all other Statutory acts as applicable as per the prevailing Labour Laws. No additional charges will be applicable. Overtime work is not entertained by BNPM and overtime cost shall not be paid by BNPM.</li> <li>9. Weekly off should be provided by the successful bidder to all employees of successful bidder as per the factories act 1948 and rules made under, it is the responsibility of the successful bidder to arrange manpower to meet service requirement of 24x7 hours basis (</li> </ol>	

## **SECTION VIII – QUALITY CONTROL REQUIREMENTS/COMPLIANCE**

as per scope of work) and deploy reliever accordingly complying all acts under labour & labour laws. Reliever to be deployed by successful bidder on weekly off days and as per the instruction by BNPM.

10. Contract employees should get 52 weekly-off and 12 festival/national holidays (as declared by BNPM and subject to revision) in a calendar year.
11. In addition to this, as decided by BNPM canteen facility in subsidized rate will be provided to all labours.
12. The contractor should abide by the provision of Section – 79 of Factories Act 1948, in so far as annual leave with wages of his employees is concerned i.e Leave with Wages with maximum 15 days leave with wages per employee per year-subject to statutory provisions i.e all contract employees shall be eligible for 01 day leave with wages for every 20 workings days. However no separate payment will be paid to the successful bidder by BNPM.
13. Labour Welfare Fund Employer Contribution@Rs.40 per Contract Employee is to be paid by the successful bidder. However no separate payment will be paid to the successful bidder by BNPM.
14. BONUS @8.33% on Rs.7000 or Minimum wages whichever is higher is to be paid by the successful bidder to contract employees. Statutory Limit for Bonus: Rs. 21,000/- i.e Bonus is applicable if the monthly wage on an employee of successful bidder is less than or equal to Rs. 21,000 per month. However no separate payment will be paid to the successful bidder by BNPM.
15. All workers employed by the successful bidder shall be subjected to annual health check-up and the report is to be submitted by the successful bidder to BNPM. The charges for annual health check up of the workers of successful bidder shall be borne by the successful bidder. All workers of the successful bidder employed should be provided with necessary PPE to carry out their work. The charges for providing PPE to the workers of the successful bidder shall be borne by the successful bidder. No separate reimbursement will be paid to the successful bidder by BNPM.
16. Successful bidder has to provide 2 sets of uniforms and 1 pair of safety shoes to the personnel deployed by them. No separate reimbursement will be paid to the successful bidder by BNPM.
17. Annual EPF contribution@13% (Employer) is to be paid by the successful bidder to its contract employees, with Statutory Limit: Maximum Rs. 15,000/- per month basis i.e EPF is to be calculated on Rs. 15000/- only for a contract employee drawing monthly wages more than Rs. 15,000/-. However EPF will be calculated on actual monthly wage only, if a contract employee draws monthly wage less than Rs. 15,000/-. However no separate payment will be paid to the successful bidder by BNPM.
18. Annual ESI/ Employee's Compensation insurance contribution@3.25% (Employer) is to be paid by the successful bidder to its contract employees with Statutory Limit: Maximum Rs. 21,000/- per month basis i.e ESI is not applicable for any employee of the successful bidder drawing monthly wage more than Rs. 21,000/-. However ESI will be calculated on actual monthly wage only, if a contract employee draws monthly wage less than Rs. 21,000/-. However no separate payment will be paid to the successful bidder by BNPM.
19. Annual costs for 12 days national & festival holidays is to be paid by successful bidder to

## **SECTION VIII – QUALITY CONTROL REQUIREMENTS/COMPLIANCE**

its contract employees as 12\*(Minimum wages +VDA only) per category. No separate reimbursement will be paid to the successful bidder by BNPM. However no separate payment will be paid to the successful bidder by BNPM.

20. If ESI is not applicable (i.e Wage per month is more than 21,000/-) for any schedule /category ,then Workmen compensation + Medical insurance of Rs. 2 Lakhs will be applicable i.e Contract employees under those categories should be covered under Workmen's compensation policy and a medical insurance of minimum Rs 2 Lakhs. No separate reimbursement will be paid to the successful bidder by BNPM.
21. If the quoted total price of the bidder is found to be less than the prevailing and applicable minimum wage considering the minimum manpower to be deployed ( Ref Sec VII), then the bid may be rejected by BNPM.
22. 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.
23. Freight, conveyance, lodging, transportation are in the scope of bidder. During shift, Canteen facility at subsidized rate will be provided to the contract labours, other fooding arrangement are to be borne by the Bidder only.
24. Multiple / Variable rate for single item, would lead to rejection of bid.
25. The SUCCESSFUL BIDDER has to provide minimum 27 personnel during week days to work (EXCLUDING ALL KIND OF RELIVERS), whereas during weekends i.e. Saturday & Sunday – a minimum 22 personnel need to be there at work. During National Holiday / BNPM Calendar (10+2) Holidays – a minimum of 16 personnel may be deployed. In case of leave/ absence of any person/employee, SUCCESSFUL BIDDER has to depute the reliever for him with same mentioned category or in any untoward incidents in the canteen services.
26. Bidders must comply the aforementioned clauses from (1) – (25) else their bid will be rejected.

*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) intending to bid should be bonafide, experienced, technically competent, resourceful and financially sound to carry out the assigned order.</p> <p>*Any bidder from a country which shares a land border with India will be eligible to bid in the tender only if the bidder is registered with the Competent Authority (The Registered Committee constituted by the Department for Promotion of Industry and Internal Trade)</p>	<p>Company's registration / Certificate of incorporation/Partnership Deed/Any other registration certificate as applicable</p> <p>Signed &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/ banned/ debarred entity by SPMCIL/ BRBNMPL/ 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>Bidder should have carried out/ completed a contract/order for providing canteen services in last 5 years ending on 31.03.2023 as below:</p> <p>i. At least one contract / order of similar nature with each order / contract value not less than Rs. 1,68,00,000/-.</p> <p>ii. At least two contract / order of similar nature with each order / contract value not less than Rs. 1,05,00,000/-.</p> <p>iii. At least three contract / order of similar nature with each order / contract value not less than Rs. 84,00,000/-.</p> <p>(A 'year' in this context is a continuous period of 365 days during last 5 years period ending on 31.03.2023)</p> <p>Similar means : Providing canteen services</p>	<p>a. Order or contract for providing canteen services</p> <p>b. Documentary evidence of Successful completion of the corresponding order or contract.</p> <p>c. Valid License from FSSAI (Food Safety &amp; Standards Authority of India, Govt of India) for running the canteen services.</p> <p>d. PF, ESI Registration Certificate</p>
<b>Financial Standings</b>	a. Average annual turnover of the bidder firm during last three financial year's period ending 31.03.2022 should be more than Rs. 63,00,000/- (Rupees Sixty Three Lakhs Ninety Thousand only)	<p>Audited balance sheet and profit &amp; loss statement for FY 2019-20, 2020-21 &amp; 2021-22</p> <p>Chartered Accountants certificate for Turnover, Profit and Net worth may be accepted for the bidders, where tax audits has been exempted as per the existing Govt. orders issued before tender closing date.</p>

## SECTION IX – QUALIFICATION/ ELIGIBILITY CRITERIA

	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 31.03.2022.	** Erosion shall be considered only on account of reported loss in the statement of P&L account, which has led to reduction in capital.
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Apart from the aforesaid criteria, a team from BNPM will visit the site at which the vendor is providing the canteen services or the own kitchen of the bidder(if required) as the case may be and evaluate the service, the minimum marks to be obtained for qualification should be 70 out of 100. (Refer evaluation criteria in Sec III, SIT ). The standard evaluation form is hereunder:

FORM: A

Sr No	Inspected area	Evaluating marks					Marks obtained
	<b>Kitchen area</b>						
	Equipment cleaning process and maintenance	1	2	3	4	5	
	General housekeeping, cleaning and upkeep	1	2	3	4	5	
	<b>Dry storage area</b>						
	Housekeeping	1	2	3	4	5	
	Stock storage procedure and upkeep	1	2	3	4	5	
	<b>Wet storage/ freezer/foster</b>						
	Cleaning and upkeep and maintenance	1	2	3	4	5	
	Storage and stacking in fridge & tagging system	1	2	3	4	5	
	<b>Vegetable storage area</b>						
	Quality of vegetable, ordering procedure/maintaining	1	2	3	4	5	
	Housekeeping and maintenance	1	2	3	4	5	
	<b>Service counter</b>						
	Housekeeping, upkeep and maintenance of equipment at counter	1	2	3	4	5	
	<b>Pot washing and dish washing area</b>						
	Housekeeping in cleaning and washing area	1	2	3	4	5	
	Stacking of utensils and ware.	1	2	3	4	5	
	<b>Garbage storage area</b>						

## SECTION IX – QUALIFICATION/ ELIGIBILITY CRITERIA

Sr No	Inspected area	Evaluating marks					Marks obtained
	<b>Kitchen area</b>						
	Frequency to dispose, housekeeping and record	1	2	3	4	5	
	<b>Hand wash area</b>						
	Housekeeping/cleaning	1	2	3	4	5	
	<b>Manpower, personal hygiene, uniform</b>						
	Grooming, personal hygiene, uniform, ppe	1	2	3	4	5	
	Absenteeism and deployment	1	2	3	4	5	
	Record(attendance, daily wages, esi, pf, salary slip etc.)	1	2	3	4	5	
	<b>Services</b>						
	<b>Quality &amp; Taste of food</b>	3	6	9	12	15	
	<b>Feedback from customer</b>	1	2	3	4	5	
	<b>Total Marks</b>						100
	<b>Minimum Marks to be obtained for Qualification</b>						70

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

All experience, past performance and capacity/ capability related/ data should be certified by the authorized signatory (as authorized 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.

**In case of adverse/ unsatisfactory feedback/ report the bid is likely to be summarily rejected.**

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



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

- 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
  - 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;

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

- 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.

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Bidder to furnish stipulated documents in 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/NCB/92/2023-24 dated 19.05.2023**

**(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 got 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/NCB/92/2023-24 dated 19.05.2023**

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

#### **DECLARATION**

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

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

#### **ADDITIONAL CERTIFICATE:**

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

☐ Does not have any ToT arrangement requiring registration with the competent authority.

☐ Has valid registration to participate in this procurement.

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

Signature \_\_\_\_\_

Name-----

Designation-----

Date-----

Stamp of the Organization-----

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

### **ANNEXURE -C**

**Tender No: BNPM/NCB/92/2023-24 dated 19.05.2023**

**(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**

**Tender No: BNPM/NCB/92/2023-24 dated 19.05.2023**

#### **Experience & Past Performance detail:**

##### **a. Experience Detail**

<b>Sr No.</b>	<b>Order/ Contract No &amp; Date</b>	<b>Name of the client issuing the respective order/ contract</b>	<b>Description of work</b>	<b>Contract period</b>	<b>Documentary evidence of completion of order/contract</b>
<b>1</b>					
<b>2</b>					
<b>3</b>					

##### **b. Registration Detail**

<b>Sr No.</b>	<b>Registration Type</b>	<b>Valid Registration No.</b>
<b>1</b>	<b>PF</b>	
<b>2</b>	<b>ESI</b>	

##### **c. FSSAI License No & Valid upto :**

#### **Financial Standing Detail:**

<b>Sr No</b>	<b>Financial Year</b>	<b>Turnover (INR)</b>	<b>Net Worth (INR)</b>	<b>UDIN of CA:</b>
<b>1</b>	<b>2021-22</b>			
<b>2</b>	<b>2020-21</b>			
<b>3</b>	<b>2019-20</b>			

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 Canteen Services at BNPMIPL, Mysuru**

**Ref: Tender No: BNPM/NCB/92/2023-24 dated 19.05.2023**

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

**FORM B1:**

**TOTAL PRICE FOR RUNNING THE CATEEN AT BNPM, MYSURU**

Sr No(a)	Meals served : (b)	Average no of plates – Monthly (INR)	Average no of plates – Yearly (INR)	UOM	HSN/ SAC	Unit Price without GST (INR) (c ) per plate	GST @5% (INR) (d) per plate	Effective Total Price (Basic) Annual: without GST	(INR)(e)
						Price for 1 <sup>st</sup> year			
MENU 1 { Cost for providing meals is inclusive of consumables, cleaning items etc (as per scope of work, Sec VII) and overhead, admin charges & profit }									
1.1	Breakfast	2,113.00	25,356.00	Nos					
1.2	Lunch	2,600.00	31,200.00	Nos					
1.3	Evening Snacks	147.00	1,764.00	Nos					
1.4	Dinner	1,416.00	16,992.00	Nos					
1.4	Mid-night Snacks	683.00	8,196.00	Nos					
1.5	Tea/Coffee/Badam Milk	1,200.00	14,400.00	Nos					
MENU 2 { Cost for providing meals is inclusive of consumables, cleaning items etc (as per scope of work, Sec VII) and overhead, admin charges & profit }									
2.1	Breakfast	2,664.00	31,968.00	Nos					
2.2	Lunch	4,332.00	51,984.00	Nos					
2.3	Dinner	1,235.00	14,820.00	Nos					
2.4	Mid-night Snacks	419.00	5,028.00	Nos					
3.0	TOTAL ANNUAL EFFECTIVE PRICES (WITHOUT GST)(INR)								
4.0	TOTAL ANNUAL PRICES (WITH GST)(INR)								

( )

**Seal**

Name

Signature with Date

Note: Multiple/variable rate for same item is not acceptable.

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

## **SECTION XII – QUESTIONNAIRE**

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

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

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

S. No.	Description	To be filled by bidder
1	Brief description of goods and services offered	
2	Offer is valid for acceptance up to	<b>120 Days</b>
3	Your permanent income tax A/c no. as allotted by the Income Tax Authority of Government of India	
4	Are you currently registered with the Directorate General of Supplies & Disposals (DGS&D), New Delhi, and/ or the present BNPMIPL and/ or the Directorate of Industries of the concerned State Government/NSIC/SSI for the goods quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit imposed on your registration.	<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**

<b>8</b>	EMD details:	<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 possesses the necessary technical competence and financial resources as mentioned in Section -IX of this tender document, to ensure supply of the tendered item , as per your specifications and delivery schedule. Necessary documents like copies of Work orders, P/L Accounts, Balance Sheets are enclosed	<b>Yes / No</b>
<b>11</b>	We confirm that we have quoted exactly for the tendered product as per your specifications 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)

## **SECTION XIII- BANK GUARANTEE FORM FOR EMD**

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

Beneficiary:

Bank Note Paper Mill India Private Limited

Administrative Building,

Paper Mill Compound, Note Mudran Nagar,

Mysuru- 570003, Karnataka, India

Date:.....

Bank Guarantee No:.....

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

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

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

The conditions of this obligation are -

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

2) If the tenderer having been notified of the acceptance of his tender by BNPMIPL during the period of its validity:-

a) Fails or refuses to furnish the performance security for the due performance of the contract.

b) Fails or refuses to accept/ execute the contract.

We undertake to pay Bank Note Paper Mill India Private Limited up to the above amount upon receipt of its first written demand, without Bank Note Paper Mill India Private Limited having to substantiate its demand, provided that in its demand BNPMIPL will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition (s).

This guarantee will remain in force for a period of forty five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....  
Signature of the authorized officer of the Bank)

.....  
Name, authorization/ signature no. and designation of the officer

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

**NOT APPLICABLE TO THIS TENDER DOCUMENT**



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

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

Beneficiary:

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

Performance Guarantee No.:

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

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)

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

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

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

### **Checklist for Bank Guarantee:**

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

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

**NOT APPLICABLE TO THIS  
TENDER DOCUMENT**

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

**NOT APPLICABLE TO THIS  
TENDER DOCUMENT**

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

**NOT APPLICABLE TO THIS  
TENDER DOCUMENT**

**NOT APPLICABLE TO THIS  
TENDER DOCUMENT**

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

**NOT APPLICABLE TO THIS  
TENDER DOCUMENT**