

NATIONAL COMPETITIVE BIDDING (NCB)

(E-tender)

Standard Bidding Document (SBD)

Procurement of Goods & Services

BANK NOTE PAPER MILL INDIA PRIVATE LIMITED

Administrative Building,

Gate 1, Paper Mil Compound

Note Mudran Nagar, Mysore 570003

Phone: 0821-2401 111, FAX: 0821- 2401120

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

Not Transferable

Security Classification: Non-security

E-TENDER DOCUMENT FOR Annual Item Rate Contract for Civil and Structural works at BNPM premises and in & around Mysore city, Mysuru

E-Tender No. BNPM/NCB/AIRC-CIVIL/679/2021-22 dated 28.02.2022

This tender document contains 84 pages.

The tender document is sold to:

M/s.

Address _____

Details of Contact person in BNPMIPL regarding this tender:

Name: Shri B P Singh, Designation: Asst. General Manager

**Address: Bank Note Paper Mill India Private Limited
Administrative Building
Gate 1, Paper Mill Compound
Note Mudran Nagar, Mysuru - 570 003**

Telephone No. 0821 – 2401 177

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SECTION I – NOTICE INVITING TENDER

National Competitive Bidding (NCB) Standard Bidding Document (SBD)

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e-Tender No. BNPM/NCB/AIRC-CIVIL/679/2021-22 dated 28.02.2022

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

Schedule No.	Brief Description of Goods / Services	* Tentative Quantity (with unit)	**Earnest Money Deposit (in Rs.)	Remarks
I.	Annual Item Rate Contract for Civil and Structural works at BNPM premises and in and around Mysore city, Mysuru..	Percentage (as per KPWD SR items)	Rs. 2,00,000/- (Rs. Two Lakhs Only)	Percentage basis on KPWD SR 2018-19 to be quoted stating whether it's at par/below par/above par.

Type of Tender (Two Bid / PQB / EOI / RC / Development / Indigenization / Disposal of Scrap / Security item etc.	Two Bid System (Part-I Techno-commercial bid & Part-II Financial /Price Bid)
Date of Sale of tender documents	From 28.02.2022 To 22.03.2022(online)
Tender processing fee	Rs. 3,000/- + taxes
Bid submission mode	Online Through e-tendering portal www.tenderwizard.com/BNP .
Closing date and time for receipt of tenders	22.03.2022at 1500 hours
Opening date and time	22.03.2022at 1530 hours

1. Interested tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website www.tenderwizard.com/BNP mentioned above for further details.

SECTION I – NOTICE INVITING TENDER

2. Non-refundable Tender processing fee is Rs. 3,000/- per set plus applicable taxes. The payment shall be made through Electronic mode only.
3. Aspiring Bidders/Contractors who have not registered in e-tendering should register through the website E - Tendering (www.tenderwizard.com/BNP) for participating in the Online Tenders. The registration charges will be Rs. 3,000/- plus applicable taxes (per year) which needs to be paid through electronic mode only.
4. For details, registration and e-payment, please visit e-tendering website www.tenderwizard.com/BNP or contact Ms. Vani (from KEONICS) **08951906455** (bnpmhelpdesk@gmail.com).
5. The NIT Form with standard tender documents will be accessible in the e-Tendering website (viz www.tenderwizard.com/BNP).
6. Class III Digital Signature Certificate (DSC) is mandatory to participate in e-Tenders. Participating bidders/Contractors have to make sure that they have the valid DSC. If not, they can procure from any of the RAs approved by CCA.
7. Bidders/Contractors should upload and attach all the Scanned copies of technical documents/certificates in e-tendering website www.tenderwizard.com/BNP pertaining to their eligibility criteria mentioned in the NIT, failing which, the bid will not be considered.
8. For those tenderers whose technical bids do not satisfy the eligibility criteria, their financial Bids will not be opened.
9. In the event of any of the above mentioned dates being declared as a holiday/ closed day for the purchase organization, the tenders will be sold / received / opened on the next working day at the appointed time.
10. The tender documents are not transferable.

Yours faithfully,

For & on behalf of BNPMIPL

Shri B P Singh
Asst. General Manager

SECTION II – GENERAL INSTRUCTIONS TO TENDERER

Guidelines for applying to Tender in Two part Bid System:

Tenders are to be uploaded on e-tendering portal www.tenderwizard.com/BNP only in two part bid system.

1. Part-I - Prequalification Bid & Techno-commercial Bid: Prequalification Bid & Techno-commercial Bid should consist of clearly visible scanned copy of:

Scanned copy of Technical offer (catalogue/brochure etc.), supportive documents related to eligibility criteria, Tax related documents etc. along with all sections of this tender document (except section – XI which has to be submitted as mentioned in Sl.No.2 below, however blank price bid format shall be submitted along with this tender document) signed & stamped in each & every page.

Same has to be submitted through e-portal only.

- i. Bid forwarding letter.
- ii. Power of Attorney in favour of the person who has signed the bid on stamp paper of Rs.200/- (non-judicial)
- iii. Documents to establish conformity with Bidder's Qualification / Eligibility criteria.
- iv. PAN details and GST registration certificate,
- v. ESI and EPF registration certificate (mandatory)
- vi. Bid security declaration as per Annexure-C
- vii. Deviations from GCC, SCC, SIT, GIT if any,
- viii. Schedule of deviations to technical specifications separately if any,
- ix. Technical details / documents specified in technical part
- x. Blank copy (Without price) of Schedule of price duly signed & stamped on each page

2. Part II – Price Bid:

Price shall be furnished through e-portal only.

Price offer submitted in any other format will be liable for rejection.

3. Delivery Schedule: Please refer **section V** (sl.no. 21) of this tender.

4. Quantity: As indicated in the **section VI**.

5. Warranty/DLP: As per **clause 16 of GCC**. Defect liability period/warranty shall be for 12 months from the date of completion of work.

6. DLP is not applicable towards the WO's issued on Hiring of Machineries works.

7. Liquidated Damage: As per **clause 24 of GCC**. (for respective work orders)

8. EMD: EMD Amount Rs 2,00,000/- (Rupees Two Lakhs only) shall be submitted online only (To be paid through electronic mode only to (A/c No. Bank Note Paper Mill India Pvt Ltd, A/c No. : 05230350002465, IFSC Code: HDFC0000523, Branch: Richmond Road Bangalore). **However, please note DGS&D / NSIC, New Delhi registered firms for Tendered Item(s) are exempted from submission of requisite EMD.** EMD is exempted for Micro and small enterprises (MSEs) as per the Public Procurement Policy for MSEs Order, 2012. MSEs should be registered and also will continue to remain registered during the tender validity period with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or Any other body specified by Ministry of MSME). **The tenderer**

SECTION II – GENERAL INSTRUCTIONS TO TENDERER

who are registered with DGS&D /NSIC/MSME should submit an undertaking for payment of Security Deposit in case they become L1 firm in bid process and this undertaking letter should be attached to the technical bid. It may be noted that EMD amount submitted shall be released only after submission of Performance bank guarantee (PBG) for the successful bidder and EMD shall be released after finalisation of tender for unsuccessful bidders.

- 9. Security Deposit / Performance Security:** To submit PBG for an amount of Rs. 1,50,000/- (One Lakh Fifty Thousand) by the successful bidder towards Security deposit on award of work i.e within 21 days of issue of LOI and same shall be released after the completion of contract period. EMD shall be released accordingly.
10. 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.
11. 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.
12. Parties who have been black listed /debarred by BNPMIPL/BRBNMPL/SPMCIL or any PSU or any Government Departments are not eligible for submission of this tender.
13. Bidder may visit work location at BNPMIPL before submitting the offer after taking due permission for visiting to understand the requirements.
14. Copies of Certificates / Documents related to GST Registration, PAN and Professional Tax Registration Certificate etc. to be provided along with the Bid.
15. No counter conditions shall be accepted.
16. Bidders are advised to write the page number on each page of the Technical Bid documents submitted.

SECTION II – GENERAL INSTRUCTIONS TO TENDERER

Section II: General Instructions to Tenderers (GIT)

PART 1: GENERAL INSTRUCTIONS APPLICABLE TO ALL TYPES OF TENDERS

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.

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

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- NOT APPLICABLE

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.

Amendments to Tender Documents

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

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.

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

SECTION II – GENERAL INSTRUCTIONS TO TENDERER

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. 12.2.

9. Clarification of Tender Documents

A Tenderer requiring any clarification or elucidation on any issue of the tender documents may take up the same with BNPM in writing or by fax I e-mail/ telex. BNPM will respond in writing to such request provided the same is received by BNPM not later than twenty one days (unless otherwise specified in the SIT) prior to the prescribed date of submission of tender. Copies of the query and clarification shall be sent to all prospective bidders who have received the bidding documents and/or hosted in its website. 12.3.
12.4.
12.5.

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). 12.6.
- 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. 12.7.

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. 12.8.

11.2. Where the tender condition specifies acceptance of quotations in different currencies, then, for domestic goods, prices shall be quoted in INR only and for imported goods, prices shall be quoted either in INR or in the currency stipulated in the SIT, mentioning, inter-alia, the exchange rate adopted for converting foreign currency into INR. As regards price(s) for allied services, if any, required with the goods, the same shall be quoted in Indian Rupees if such services are to be performed I undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and quoted in INR only.

11.3. Tenders, where prices are quoted in any other way shall be treated as unresponsive and rejected.

12. Tender Prices

12.1. The Tenderer shall indicate on the Price Schedule provided under Volume I all the specified components of prices shown

therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified accordingly by the tenderer. 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.

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.

While filling up the columns of the price schedule, the following aspects should be noted for compliance:

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.

For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:

- a) The price of goods quoted FAS/FOB port of shipment, CIF port of entry in India or CIF specified place of destination in India as indicated the List of Requirements.
- b) The amount of custom duty and import duty on the goods to be imported, wherever applicable.
- c) The charges for inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination, as specified in the List of Requirements and
- d) The charges for incidental services, as and if mentioned in the List of Requirements.

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.

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 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



SECTION II – GENERAL INSTRUCTIONS TO TENDERER

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

12.14.4.

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 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



SECTION II – GENERAL INSTRUCTIONS TO TENDERER

- 16.1. Pursuant to GIT clause 10, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 16.2. The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:
- a) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorized by the goods manufacturer to quote for and supply the goods to BNPM. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Volume I in this document.
 - b) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further it meets the qualification criteria incorporated in the Volume I in these documents.
 - c) In case the tenderer is not doing business in India, It is/will be duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/ or technical specifications.
 - d) In case the tenderer is an Indian agent quoting on behalf of a foreign manufacturer, the Indian agent is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance. Govt. of India operated through Directorate General of Supplies & Disposals (DGS&D), New Delhi.
17. **Documents establishing good's Conformity to Tender document**
- 17.1. The tenderer shall provide in its tender the required as well as the relevant documents like technical data. Literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by BNPM in the tender documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by BNPM in the tender documents to establish technical responsiveness of the goods and services offered in its tender.
- 17.2. In case there is any variation and/ or deviation between the goods & services prescribed by BNPM and that offered by the tenderer, the tenderer shall list out the same in "Schedule of deviations from Technical specifications" in Volume I of the tender without ambiguity along with justification.
- 17.3. If a tenderer furnishes wrong and/ or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to BNPM in this regard.
18. **Earnest Money Deposit (EMD)**
- 18.1. Pursuant to GIT clause 10.1(d) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements/NIT Clause I. The earnest money is required to protect BNPM against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 23.2.3 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.
- 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

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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).

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.

SCRUTINY AND EVALUATION OF TENDERS

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.

Preliminary Scrutiny of Tenders

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.

The following are some of the important aspects, for which a tender may be declared unresponsive and ignored;

- a) Tender is unsigned.
- b) Tenderer is not eligible.
- c) Tender validity is shorter than the required period.
- d) Required EMD has not been provided.
- e) Tenderer has quoted for goods manufactured by a different firm without the required authority letter from that manufacturer.
- f) Tenderer has not agreed to give the required performance security.
- g) Goods offered are not meeting the required specification etc.
- h) Tenderer has not agreed to essential condition(s) specially incorporated in the tender enquiry.
- i) Against a schedule in the List of Requirement (incorporated in the tender Enquiry), the Tenderer has not quoted for the entire requirement as specified in that schedule. (Example: In a schedule, it has been stipulated that the Tenderer will supply the equipment, install and commission it and also train BNPM's operators for operating the equipment. The Tenderer has however, quoted only for supply of the equipment).

27. Minor Infirmary/Irregularity/ Non-Conformity

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

Discrepancy in Prices

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.

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- 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 35.2.
- 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. 35.3.
- 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. 35.4.
- 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. 36.
- 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. 36.1
- 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. 36.2
- 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. 37.
- 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. 38.
- 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. 39.
- 35. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders.**
Further to GIT Clause 33 above, BNPM's evaluation of a tender will include and take into account the following: 39.1
- a) In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and 40.
- b) In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods 41.
- if the contract is awarded on the tenderer.
- 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.
- 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.
- 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.
- Tenderer's capability to perform the contract**
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. 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.
- 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.
- 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.
- Contacting BNPM**
From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact BNPM for any reason relating to this tender enquiry and/or its tender it should do so only in writing.
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.
- Award Of Contract**
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.
- 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.
- Variation of Quantities at the Time of Award**
No variation of quantities at the time of awarding the contract.

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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. 50.3

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. 50.4

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. 51. 51.1

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. 51.2

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.

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.

Performance Security

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

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.

Prequalification Bidding

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.

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



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- those bidders who succeed in PQB. 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.
- 52. Tenders involving Samples- NOT APPLICABLE**
- 52.1 Normally no sample would be called along with the offer for evaluation. 53.5 In case EOI is for registration of vendors, Registration Fees and validity period of registration would be detailed in the SIT.
- 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. 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.
- 52.3 Pre-Production Samples:
If stipulated in SIT, successful contractor would be required to submit a Pre-Production sample(s) to the Inspecting Officer/ or the nominated authority mentioned in the contract within the time specified therein. If the Contractor is unable to do so, he must apply immediately to the Office issuing the acceptance of tender for extension of time stating the reasons for the delay. If the Purchaser is satisfied that a reasonable ground for an extension of time exists, he may allow such additional time as he considers to be justified (and his decision shall be final) with or without alteration in the delivery period stipulated in the contract and on such conditions as he deems fit. In the event of the failure of the Contractor to deliver the pre-production sample by the date specified in the acceptance of tender or any other date to which the time may be extended as aforesaid by the Purchaser or of the rejection of the sample, the Purchaser shall be entitled to cancel the contract and, if so desired, purchase or authorize the purchase of the stores at the risk and cost of the Contractor (unless specified otherwise in the SIT). In such an event, in case of Security Items where urgency develops due to such delays, BNPM reserves its right to procure not more than one year's requirement against this "Risk & Cost" tender from existing pre-qualified and security cleared firms. Bulk production and supply will only be allowed if this sample(s) pass the Tests laid down in the "Quality Control Requirements" of Volume I. 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.
- 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. 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.
- 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. 54. **Tenders for Disposal of Scrap: NOT APPLICABLE**
- 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. 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".
- 53. Expression of Interest (EOI) Tenders: NOT APPLICABLE**
- 53.1 EOI tenders are floated for short listing firms who are willing and qualified for: - 54.2 **"As Is; Where Is; Whatever Is" Basis of This Sale:**
This sale of Scrap is strictly on "As Is; Where Is; Whatever Is" basis. Tenderer must satisfy himself on all matters with regard to quality, quantity; nature of stores etc., before tendering as no complaint or representation of any kind shall be entertained after the sale contract is concluded.
- a) Registration of Vendors for Supply of particular Stores or certain categories of Stores. 54.2.1 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
- b) Development of new items or indigenization of Imported stores 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.
- 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. 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
- 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. 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

SECTION II – GENERAL INSTRUCTIONS TO TENDERER

- 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. 54.4.2
- 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. 54.5
- 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. 54.5.1
- 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. 54.5.2
- 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. 55.
- 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. 55.1
- 54.3.7 Registered dealers who are exempted from payment of Sales Tax must submit copies of their Registration certificate of concerned authority and shall be required to submit necessary form duly completed in all respect to BNPM or its representatives before obtaining delivery order, duly signed by the partner of the firm or the person authorized to do so. 55.2
- 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. 55.3
- 54.4 Notification of Acceptance and Award of Contract: 55.4
- 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. 55.5
- 55.8 If specified in SIT, Advance and Intermediate Payment to Suppliers may be allowed. 55.6
- 55.9 Quantity for Development Commitment 55.7
- In Next three years, after the newly developed firm is able to successfully complete Development orders with +/-5% tolerance, 20% of annual quantity requirement may be reserved for Newly Developed firms.
- 55.10 Period of Development Commitment
- 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.
- Disposal Tenders for Security and Sensitive Machinery and Items:
- Non-Misuse Declaration: The bidder is required to give an undertaking that he or his employees or legal heirs will ensure that such items purchased from BNPM, will be utilized only for scrap recovery and will not be misused for any other purpose. He will also ensure that this undertaking is honoured and it got underwritten from further down the line scrap processors/ repurchasers, if any. In case his firm changes hands, it will be his responsibility to ensure that the new BNPMs honour and underwrite this undertaking.
- If stipulated in SIT delivery would be given only in dis-mantled/ cut-up condition.
- Development and indigenization Tenders: NOT APPLICABLE**
- Already developed firms or firms who have already received development orders for the item (with whatever results) would not be considered in such tenders.
- 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.
- If specified in SIT, The Tenderers may quote separately for
- Price/rate for bulk supply of item in development/indigenization supplies and
 - 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.
- 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.
- Development contracts may, as far as feasible, be concluded with two or more contractors in parallel.
- 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.
- 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.
- A newly developed firm would be granted this facility till only three years after completing the initial Development order. However this facility is not a bar to the firm from competing with already established firms for quantities larger than 20% provided their prices and performance so warrant. Thereafter they would have to compete on equal terms with other already developed firms.

SECTION III – SPECIAL INSTRUCTIONS TO TENDERER

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

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

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

Sl. No.	GIT Clause no	Topic	SIT Provision
1	1,2,3,4,5,6, 7	PREAMBLE-Introduction, Language of Tender, Eligible Tenderers, Eligible Goods and Services (Origin of Goods), Tendering Expense, Tender Documents, Amendments to Tender Documents	No Change
2	8	Pre-bid Conference	No Change
3	9	Time Limit for receiving request for clarification of Tender Documents	Should not be later than 14 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
5	16	Documents Establishing Tenderer's Eligibility and Qualifications	No Change
6	17	Documents establishing Good's Conformity to Tender document	No Change
7	18	Earnest Money Deposit (EMD) Note: Bidders claiming exemption of EMD should submit the DGS&D (or) NSIC registration certificate without fail along with their techno-commercial offer. EMD exemption for DGS&D (or) NSIC registered firm. Cost of tender to be submitted.	No Change. EMD has to be submitted through Electronic Transfer only.
8	19	Tender Validity (120 days in case of two-bid system after the date of tender opening prescribed in the tender document)	No Change

SECTION III – SPECIAL INSTRUCTIONS TO TENDERER

9	20	<p>Signing and Sealing of Tender</p> <p>Note: The following SIT provision is made with respect the following clause</p> <p>20.4. Number of Copies of Tenders to be submitted : NIL</p> <p>20.9: E procurement: Permitted.</p>	Only – E procurement
10	21,22,23	Submission of Tenders, Late Tender, Alteration and Withdrawal of Tender	No Change
11	24	<p>Opening of tenders</p> <p>Note: Please read the guidelines for filling up two part bid tender as mentioned in NIT above which is described in detail w.r.to clause 24.4</p>	No Change
12	25	Basic Principle	No Change
13	26,27,28, 29,30,31, 32,33,34	<p>Preliminary Scrutiny of Tenders, Minor Infirmary / Irregularity / Non-Conformity, Discrepancy in Prices, Discrepancy between original and copies of Tender, Clarification of Bids, Qualification / Eligibility Criteria, Conversion of tender currencies to Indian Rupees,</p> <p>Schedule-wise Evaluation, Comparison on CIF Destination Basis.</p>	<p>Clause 26.2 (d) – May be read as – Required tender processing fee and EMD have not been provided.</p> <p>No Change for other clauses.</p> <p>(Overall L1 basis) including GST. Refer clause no. 17 below.</p>
14	35 to 49	<p>Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders, Tenderer's capability to perform the contract, Tenderer's capability to perform the contract, Cartel Formation / Pool Rates, Negotiations, Contacting BNPMIPL, Award of contract, Award Criteria, Variation of Quantities at the Time of Award, Parallel Contracts, Serious Misdemeanors, Notification of Award, Issue of Contract, Non-receipt of Performance Security and Contract by BNPMIPL, Return of EMD, Publication of Tender Result.</p>	<p>No Change.</p> <p>35.2 : Supplement with the following: Prospective bidders should meet our tender conditions and items being supplied/or executed should be strictly as per given specification without counter conditions.</p> <p>43 : Parallel contracts: Applicable</p> <p>The works shall be assigned to L1 and L2 party (L2 agreeing to match L1 rates) on 70:30 on rotation basis as per tender terms and conditions.</p>

SECTION III – SPECIAL INSTRUCTIONS TO TENDERER

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. Clause 50.4 is applicable.
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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 sought clarification/raise query within the given time from the date of tender and it would be clarified before submitting the bid. Once clarified then that will be final & binding and no deviation shall be granted.

17. Evaluation Criteria:

- (i) The works to be carried at BNPMIPL premises, Mysore and in & around of Mysore city. L1 quoted rates among participated agencies. However, in case where two or more agencies have quoted the same percentages, the works shall be allotted on rotational / performance basis considering the quality, performance, timely completion of the job, availability of the Agency and the agencies will not have any claim whatsoever thereof. The agency(s) have to quote the percentage above/below/at par on the KPWD scheduled rates for Civil, structural & miscellaneous works.
- (ii) The evaluation shall be based on the lowest (L1) percentage rate quoted **(i.e. below/at par / above the KPWD scheduled rates)**. However, BNPMIPL does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity tender or cancel the tender without assigning any reason what so ever.
- (iii) The technical bids shall be opened in the first instance and these bids shall be scrutinised and evaluated by the competent committee/authority with reference to the parameters prescribed in the tender document. Subsequently, in the second stage the financial bids of only technically acceptable offers as decided in first stage shall be opened for further scrutiny and evaluation. Tenderers may check the e-tendering portal (www.tenderwizard.com/BNP) for status of bids.

SECTION III – SPECIAL INSTRUCTIONS TO TENDERER

(iv) The method of evaluation of bidder for awarding the Contract shall be on consolidated grand total offered by the L1 bidder and will be decided taking into consideration of the total offered price for delivery up to BNPM, Mysore. Evaluation shall be carried out inclusive of GST rates.

(v) All responsive tenderers shall be evaluated as per the terms & conditions of the tender. The basis for arriving at the lowest responsive bidder shall be as per the price quoted for landed cost at Mysore including GST, packing & forwarding charges, freight, insurance and any other charges etc. and input credit shall be deducted to arrive at the effective price. Effective price shall be considered for arriving the lowest responsive bidder.

(vi) Bidder has to quote GST rate as per the HSN code provided in Section XI: Price Schedule. In case of any mismatch in HSN code with respect to offered product, same shall be decided in consultation with winning bidder.

(vii) All tenderers should be registered under GST. They should be eligible to pass on input credit. Bid will be evaluated all-inclusive though input credit will be deducted to arrive at the effective cost.

(viii) The rates shall be applicable as per the relevant year KPWD SR rates, Mysore Circle as published by the PWD and the works shall be awarded by adding their quoted percentage for the particular year. The prevailing published Schedule of rate of KPWD, Mysuru circle as applicable on the date of award of work order shall be applicable for the work. The new updated Schedule rate if published by KPWD during the currency of the contract shall be implemented on submission of documentary evidence by the contractor.

(ix) Corrigendum/ Addendum, if any, including clarifications provided during pre-bid meeting shall be hosted on Company's website (www.bnpmindia.com) only.

(x) 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.

(xi) Parties whose bids are not as per our terms and conditions mentioned in this tender and those bids are with counter conditions are liable for rejection. For any clarification, tenderer may visit the office for clarification on any working day

18. Indigenous/ Domestic Bidder

a) If the tenderer/bidder does not include the details of GST separately in the tender/quotation, the same shall be rejected.

b) The HSN code of the product/services shall be determined at the tendering stage itself and mentioned in the price bid format to quote the GST rate according to the specified HSN code.

c) The evaluation of tender for three categories of GST registration is provided below:

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

SECTION III – SPECIAL INSTRUCTIONS TO TENDERER

* 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.

19. TENDER PRICES:

- a) Tenderer shall quote strictly in INR and as per the attached price schedule. The quoted prices should be inclusive of taxes.
- b) Prices quoted shall be DAP Mysore site basis inclusive of Packing & Forwarding charges, freight, octroi, transit insurance etc. and all other charges if applicable.

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

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

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

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

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

SECTION IV – GENERAL CONDITIONS OF CONTRACT

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

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

1.1. Definitions and Interpretation:

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

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

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

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

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

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

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

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

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

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

a) The consignee at his premises or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

xxv.) "Day" means calendar day.

1.2. Abbreviations:

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

"BG" Bank Guarantee

"BL or B/L" Bill of Lading

"CD" Custom Duty

"CIF" Cost, Insurance and Freight Included

"MD" Managing Director

"CPSU" Central Public Sector Undertaking

SECTION IV – GENERAL CONDITIONS OF CONTRACT

"CST"	Central Sales Tax
"DDO"	means Direct Demanding Officer
"DGS&D"	in Rate Contracts means Directorate General of Supplies and Disposals
"DP"	Delivery Period
"ECS"	Electronic clearing system
"ED"	Excise Duty
"EMD"	Earnest money deposit
"EOI"	Expression of Interest (Tendering System)
"ERV"	Exchange rate variations
"FAS"	Free alongside shipment
"FOB"	Freight on Board
"FOR"	Free on Rail
"GCC"	General Conditions of Contract
"GIT"	General Instructions to Tenderers
"GST"	Goods and Services Tax which will replace Sales Tax
"H1, H2 etc"	means First Highest, Second Highest Offers etc. in Disposal Tenders means
"Incoterms"	International Commercial Terms, 2010 (of ICC)
"L1, L2 etc"	First or second Lowest Offer etc.
"LC"	Letter of Credit
"LD or L/D"	Liquidated Damages
"LSI"	Large Scale Industry
"NIT"	Notice Inviting Tenders.
"NSIC"	National small industries corporation
"PQB"	Pre-qualification bidding
"PSU"	
Public Sector Undertaking	
"PVC"	Price variation clause
"RC"	Rate contract
"RR or RIR"	Railway Receipt
"SBD" or	
"T Document"	(Standard) BID / Tender Document
"SCC"	Special Conditions of Contract
"SIT"	Special Instructions to Tenderers
"BNPM"/Purchaser	Bank Note Paper MILL India Private Limited
Consultant/Engineer/Engineer in Charge	
"SSI"	Small Scale Industry
"ST"	Sales Tax

"VAT" Value Added Tax

2. Application

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

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

2.3 Other Laws and Conditions that will govern the Contract:

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

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

3. Use of contract documents and information

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

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

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

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

4. Patent Rights

SECTION IV – GENERAL CONDITIONS OF CONTRACT

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

5. Country of Origin

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

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

6. Performance Bond/ Security

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

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

- a) Account Payee Demand Draft drawn on any commercial bank in India, in favour Bank Note Paper Mill India Private Limited.
- b) Bank Guarantee issued by a commercial bank in India, in the prescribed form as provided in Volume I of this document.

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

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

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

7. Technical Specifications and Standards

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

8. Packing and Marking

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

and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

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

8.3 Packing instructions:

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

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

9. Inspection and Quality Control

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

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

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

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

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

9.6 If the supplier renders the goods to BNPM's inspector for inspection at the last moment without providing reasonable

SECTION IV – GENERAL CONDITIONS OF CONTRACT

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

5. Country of Origin

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

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

6. Performance Bond/ Security

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

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

- a) Account Payee Demand Draft drawn on any commercial bank in India, in favour Bank Note Paper Mill India Private Limited.
- b) Bank Guarantee issued by a commercial bank in India, in the prescribed form as provided in Volume I of this document.

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

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

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

7. Technical Specifications and Standards

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

8. Packing and Marking

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

and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

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

8.3 Packing instructions:

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

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

9. Inspection and Quality Control

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

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

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

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

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

9.6 If the supplier renders the goods to BNPM's inspector for inspection at the last moment without providing reasonable

SECTION IV – GENERAL CONDITIONS OF CONTRACT

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

- a) Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value
- b) Packing list
- c) Insurance certificate
- d) Railway receipt/Consignment note
- 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

SECTION IV – GENERAL CONDITIONS OF CONTRACT

to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the Supplier doesn't agree to the adjustment made by BNPM, the supplier shall convey its views to BNPM within twenty one days from the date of the supplier's receipt of BNPM's amendment/modification of the contract.

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

20. Prices

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

SECTION IV – GENERAL CONDITIONS OF CONTRACT

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

k) Any other document specified.

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

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

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

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

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

d) The supplier furnishes the following undertakings:

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

23. Delay in the supplier's performance

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

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

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

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

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

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

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

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

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

24. Liquidated damages

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

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

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

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.

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

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

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

26. Termination for default

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

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

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

27. Termination for insolvency

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

28. Force Majeure

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

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

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

29. Termination for convenience

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

29.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by BNPM following the contract terms, conditions and prices. For the remaining goods and services. BNPM may decide:

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

30. Governing language

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

31. Notices

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

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

32. Code of Ethics

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

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

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

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

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

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

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

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

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

33. Resolution of disputes

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

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

34. Applicable Law

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

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

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

35. Secrecy

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

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

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

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

36. Disposal / Sale of Scrap by Tender

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

Integrity Pact

36.2 Payment and Default

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

SECTION IV – GENERAL CONDITIONS OF CONTRACT

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 favor of the purchaser. The materials sold may be removed from the premises only on production of the cash receipt for the payment and a delivery order from the Officer authorized by the BNPMIPL.

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

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

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

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

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

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

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

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

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

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

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

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

37. Integrity Pact

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

Name of IEM:	Shri Salil Kumar Jha
e-mail id:	skjha_lck@rediffmail.com
Contact No.:	098381 06717

SECTION V – SPECIAL CONDITIONS OF CONTRACT

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

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

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

Sl No	GCC Clause No	Topic	SCC Provision
1	1 to 5	Definitions; Interpretation and Abbreviations, Application, Use of contract documents and information, Patent Rights, Country of Origin	No Change
2	6	Performance Security	To submit PBG for an amount of Rs. 1,50,000/- (One Lakh Fifty Thousand) by the successful bidder towards Security deposit on award of work i.e within 21 days of issue of LOI and same shall be released after the completion of contract period.
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/DLP	One year from the date of work completion under respective work order.
5	17& 18	Assignment, Sub Contracts	No Change
6	19	Modification of contract	Refer clause no. 23 below.
7	20 & 21	Prices, Taxes and Duties	GST as applicable shall be quoted
8	22	Terms and Mode of Payment	Refer Clause no. 20 below

SECTION V – SPECIAL CONDITIONS OF CONTRACT

9	23 to 32	Delay in the supplier's performance, Liquidated damages, Custody and Return of BNPM's Materials/ Equipment/ Documents loaned to Contractor, Termination for default, Termination for insolvency, Force Majeure, Termination for convenience, Governing language, Notices, Code of Ethics	No Change
10	33	Resolution of disputes	Arbitration proceedings will be held at Mysuru and venue of arbitration will be Mysuru
11	34-35	Applicable Law, Secrecy,	Courts of Mysuru shall alone have Jurisdiction to decide on any dispute arising out or in respect of the contract (GIT: Clause 34.3) Other clauses no change
12	36	Integrity Pact, Disposal / Sale of Scrap by Tender	Not applicable to this tender

SPECIFIC TERMS AND CONDITIONS OF CONTRACT:

13. Clause related to payment of CGST, SGST, UTGST & IGST:

The suppliers are required to adhere the following procedure in order to honour the payment against CGST, SGST, IGST & UTGST in the invoice:

- i. An invoice issued by the supplier of goods or services or both should be in accordance with the provisions of section 31 of the CGST Act and should contain all the prescribed information's in accordance with Chapter VI of CGST Rules 2017;
- ii. A debit note issued if any, by a supplier should be in accordance with the provisions of section 34 of the CGST Act;
- iii. The supplier should mandatorily upload the aforementioned documents in GSTR-1, details of outward supplies of goods or services within the prescribed time under GST Act;
- iv. The 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.

Notwithstanding above, the supplier should provide indemnification as follows: "In the event of non-compliances with respect to GST Act and Rules by the supplier, the purchaser is allowed to adjust the GST amount from retention amount (either in BG or in Cash) held by the company. If no amount is available for recovery, the supplier will refund the GST liability within 10 days from the date of GST reversal in GSTRN". The above requirements are mandatory to claim any GST liability, failing which, the GST liability will not be paid/reimbursed/accepted.

14. Rejection Replacement: In case of supplies, materials not meeting our specification will be rejected outright and the rejected material shall be taken back within 15 days from date of intimation at the cost and risk of the supplier and replacement should be made within mutually agreed time between successful bidder & BNPM, Mysuru. No payment shall be made for rejected item. If the material

SECTION V – SPECIAL CONDITIONS OF CONTRACT

is not taken back within 30 days from date of rejection intimation, BNPM reserves the right to dispose off the material at the risk and expense of the vendor as per provision under Section IV: General conditions of contract.

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

a) Appropriate the Security Deposit (by invoking the Performance bank guarantee) deposited by the supplier as per clause 6.0 of GCC and procure the tender item/render service from other agencies at the risk and cost of the supplier.

b) The cost difference between the alternative arrangement and existing contract value wherein default has been made will be recovered from the supplier along with the other incidental charges.

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

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

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

17. Fore-Closure Clause: If at any time during the continuation of this contract, the use of material ordered in this contract is completely banned or due to drastic change in Government policy its use as, raw material is discontinued or is declared hazardous to public health or cause rising to civil commotion, epidemics, wide-spread strikes and 21 days’ notice of such eventualities is given by purchaser to the seller, the seller without any right to enforce the contract, will agree to the fore-close the performance of balance portion of this contract and in that event no claim for damages or loss will be lodged against the purchaser.

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

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

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

OTHER SPECIFIC TERMS AND CONDITIONS OF CONTRACT

19. SECURITY AND CONFIDENTIALITY: BNPMIPL is a security organization and the premise is declared as ‘Prohibited Area’ by the Govt. of Karnataka. Hence the service provider has to abide by the security rules of the Company.

20. Payment Terms;

a. After satisfactory completion of the work, the contractor has to submit the detailed

SECTION V – SPECIAL CONDITIONS OF CONTRACT

measurement sheets (hard and soft copy) along with the bill in the prescribed format for payment.

- b. They have to make themselves available for taking final measurement failing which, the company reserves the right to take final measurement at its own & no claim later on shall be entertained.
- c. Before submission of the bill, the contractor should ensure the complete site clearance and fulfilment to all statutory labour compliances as and if applicable laid by BNPM from time to time.
- d. Statutory deduction of taxes will be made at source.
- e. Bill for the work done shall be raised by the Contractor and submitted in prescribed format, the measurements should be submitted in MS excel in standard measurement format for verification which shall be verified and released by the BNPMIPL 's Officers after satisfactory completion of the job and certification as per the items description and satisfaction of the Officer Concerned.
- f. Bill may be released within 30 working days from the submission of the bill subject to fulfilling the criteria as mentioned in clause (a) and (b) above.
- g. 95% amount of the certified bill value shall be released within 30 working days after installation/ completion of work and on production of all required documents by the contractor/supplier for the respective work order.
- h. 5% of certified bill value of respective work order shall be retained towards retention amount and shall be released after completion of DLP i.e. 12 months from the date of completion of work.
- i. Value of interim bill certification shall be minimum 1/3rd of respective WO values.
- j. 100% for certified bill shall be paid only in case of WO issued towards Hiring of Machineries.
- k. No retention amount shall be held only in case of WO issued towards Hiring of Machineries. Also for which No DLP is applicable.
- l. All progress payments made shall be regarded as payment by way of advance against final payment only and not as payment for the work completed.
- m. The payment to the CONTRACTOR on submission of RA Bills shall be subject to deduction of retention money/security deposits of 5% of certified bill value for respective work order and other claims, if any, as well as income tax as applicable under Income Tax Act and such other taxes and deductions as provided for under any law, rule or regulation having the force of law for the time being.

SECTION V – SPECIAL CONDITIONS OF CONTRACT

- n. **Final Bill:** The final bill along with no claim certificate shall be submitted by the Bidder within 2 (two) months from the date of completion of the works. The final bill submitted by the Bidder shall be processed for payment only after the clearance of site of all rubbish, debris, vats, tanks, materials, temporary structures, and handing over the site in a tidy and clean condition to the BNPMIPL.

21. Delivery Schedule/Tenure of Contract: Initially, the percentage quoted shall be valid for a period of one year from the date of issue of LOI. However the contract period may be renewed for two more years based on satisfactory performance on yearly basis up to total of maximum three years. The contract can be terminated at any time at the discretion of the BNPMIPL with one month's notice without assigning any reason during the contract period.

The works shall be completed as per the relevant work orders issued from the date of issue of LOI/Work order.

22. 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.

23. Cleanliness, Health, Hygiene:

- i. Contractor is required to ensure complete cleanliness, health & hygiene at the site. Debris generated during the day's work should be disposed off immediately. The contractor 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 contractor 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.

SECTION V – SPECIAL CONDITIONS OF CONTRACT

Contractor 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.

- ii. All workers of the contractor employed should be subjected to periodical medical examination 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.

24. Working Hours: General working hours shall be from 0900 Hrs to 1800 Hrs on all days except on Holidays as declared by BNPM. Female workers are permitted only during 0900 Hrs to 1800 Hrs. in case of Overtime, necessary permissions shall be obtained by contractor from Engineer in-charge and security dept. and only Male workers are allowed to work during overtimes. Other rules and regulations of BNPM shall be followed from time to time.

25. Safety & Security Measures & Statutory compliances.

- i. The contractor should scrupulously conform to the safety and security norms and stipulations while working in the security area. The contractor should maintain site clearance during the progress of the work and also after the completion of the work.
- ii. It shall be the sole responsibility of the contractor to ensure safety to all his workers.
- iii. The contractor shall take all the precaution during execution of work against any hazards, personnel injury or any damage to the property. The contractor shall provide adequate safety gadgets to the workmen as per norms.
- iv. In respect of all labour, directly or indirectly employed on the works for the performance and execution of the contractor's work under the contract the contractor shall at his own expense arrange for all the safety provisions as listed in (i) safety code forming part of the contract documents (ii) Indian Standards Regulations, Rules and orders made there under and such other acts as applicable.
- v. Precautions as stated in the safety clause are the minimum necessary and shall not preclude the Contractor taking additional safety precautions as may be warranted for the particular type of work or situations. Also mere observance of these precautions shall not absolve the contractor of his liability in case of loss or damage to property or injury to any person including the contractor's labour, the BNPMIPL representatives or any member of the public or resulting in the death of any of these.
- vi. Protective gear such as safety helmets, boots, belts etc. shall be provided by the contractor at his own cost to all his manpower at site. The Contractor shall impose such requirements on all sub-contractors also. It shall be the responsibility of the contractor to ensure that such protective gear is worn at all times by all personnel working at site. BNPMIPL shall have the right to stop any person not wearing such protective gear from working on the site.
- vii. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the BNPMIPL shall be entitled to do so and recover the costs thereof from the contractor. The decision of the BNPMIPL in this regard shall be final and binding on the contractor.

SECTION V – SPECIAL CONDITIONS OF CONTRACT

- viii. The contractor shall obtain valid license under the Contract Labour (R & A) Act 1970 and the Contract Labour (Regulation and abolition) Central Rules 1971 and under any other applicable rules before the commencement of the work and continue to have a valid license until the completion of the work. The contractor shall comply with all the rules and regulations of statutory bodies in India.
- ix. Any untoward incident arising out of improper supervision or inadequate safety measures will be the sole responsibility of the contractor. The Contractor shall conform to all the Labour Laws and shall remain solely responsible for the obligation under the relevant statutory provisions.
- x. All the compliances related to statutory rules and regulations framed by the state or central govt. and other applicable compliance if any etc. shall be taken care by the contractor only. **All necessary documents towards statutory/labour compliances as and if applicable shall be produced/submitted as per the instructions of Engineer in charge.**
- xi. The CONTRACTOR shall indemnify and keep indemnified the OWNER and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims.
- xii. All rules of safety and security system of BNPM shall be strictly followed. No relaxation on any account shall be provided which includes police verification of workers, preparation of entry pass/gate pass to enter the premises, safety permits, height works etc. complete shall be done by contractor.

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

26. Other special terms and conditions.

- a. Tenderer should quote the percentage competitively in figures and words clearly indicating '+' denotes **above** or '-' denotes **below** or '=' denotes **at par** to KPWD SR 2018-19.
- b. Special care shall be taken while quoting in online price bid on our e-portal. In case of discrepancy between the quoted percentage in words and figures, the percentage rate quoted by the tender in words shall be taken as correct or whichever works out to be less.
- c. The tender document should be signed on each page by the tenderer or his duly authorized representative. Tender document should be accompanied by a certified true copy of an absolute power of Attorney in favor of signatory to the documents.
- d. Any discrepancies, omissions, ambiguities or conflicts in or among contract documents or any doubt as to their meaning should be informed to BNPM for clarifications and these issues may be clarified within seven (7) working days. Where information sought is not clearly indicated or specified, the company will issue a clarifying bulletin in website, which will become part of the contract. Any oral instructions will not form any part of contract.
- e. Please note that the contractors who have worked earlier with BNPMIPL, Mysore and their performance was not found satisfactory for any of the jobs awarded to them, their tenders shall not be opened during technical bid stage and their offers shall be considered as

SECTION V – SPECIAL CONDITIONS OF CONTRACT

invalid and shall be rejected.

- 27. Refusal of Work:** In case successful Contractor fails to start the work after placing work order or leave the site without completing the total work, the Contract shall be terminated and EMD including security deposit shall be forfeited. In such case, the name of agency is liable for being blacklisted and delisted from our approved list. In addition Company reserve the right to complete the unfinished job by engaging other agency at risk & cost of the contractor.
- 28.** The Owner also reserves the right to allot the work partly or wholly to single or different contractors.
- 29.** No counter conditions shall be accepted.
- 30.** A formal agreement has to be executed between the contractor and BNPMIPL on ₹ 200/-Non-judicial stamp paper within 7 days of intimation by BNPM. In case Contractor fails to complete the formalities for execution of agreement, LOI/Work Order shall be cancelled. In such case, EMD & SD of the contractor shall be forfeited and BNPMIPL may initiate appropriate action as deemed fit:
- 31. Sub-contract:** Sub-contracting in any form before and after placement of the work order will not be allowed. In case the contractor is found engaging sub-contractor, the contract is liable for terminated forthwith and forfeiture of Security Deposit/EMD.
- 32. Indemnity:** The Contractor shall indemnify the Employer from and against all actions, suits claims and demands brought or made against the Employer in respect of any matter or thing done or omitted to be done by the Contractor or any of his Sub-Contractor(s) or nominated Sub-Contractor(s) or their employees or workmen in the execution of or in connection with the Works of this Contract and against any loss or damage to the Employer in consequence of any action or suit being brought against the Contractor or any of his Sub-Contractor(s) or nominated Sub-Contractor(s) or their employees or workmen for anything done or omitted to be done in the execution of the Works under this Contract.
- 33. Correction of Work Before Virtual Completion of Works:** The Employer, its representatives shall jointly conduct an extensive inspection just prior to the Virtual Completion of the Works and shall prepare a list of materials, equipment, and workmanship which are defective or damaged or of substandard quality or improperly executed or generally unacceptable due to not being in conformity with the requirements stipulated in the Contract Documents. The Contractor shall promptly remove, replace, re-execute, rectify and make good, to conform to the requirements stipulated in the Contract Documents and to the satisfaction of all concerned, all such materials, equipment, and / or workmanship included or itemized in the said list and the Contractor shall bear and pay for all expenses in connection therewith and consequent thereon and incidental thereto, including the cost for all remedial work on the work of other Contractors destroyed or damaged by such removal, replacement, re-execution, rectification and making good. If the Contractor fails to remove, replace, re-execute, rectify and make good the rejected materials equipment, and/ or workmanship within a reasonable time, fixed by written notice, Employer may employ and pay other persons or agencies to carry out such removal, replacement, re-execution, rectification and making good and all expenses incurred in connection therewith, including all damages, losses and expenses consequent thereon and incidental thereto shall be recovered from the Contractor and shall be deducted by Employer from any money that may be payable or that may become payable to the Contractor.
- 34. Termination:** If the Contractor shall be adjudged bankrupt or if he should make a general assignment for the benefit of his creditors, or if a receiver shall be appointed on account of his insolvency, or if he should persistently or repeatedly refuse to carry out the work diligently, or if he should fail to provide enough properly skilled workmen or proper materials or equipment or plant and machinery or tools or anything else necessary for the progress of the works in

SECTION V – SPECIAL CONDITIONS OF CONTRACT

accordance with the approved Construction Program, or if he should fail to make prompt payments to Sub-Contractors or to suppliers for materials or equipment or to his workers, or if he should persistently disregard laws or ordinances or instructions of the Employer, or if he should be guilty of a Violation of breach of any provision of the Contract, or if he has abandoned the Contract, or if he has failed to commence the works, or if he has suspended the Works, then the Employer/Employer on the basis that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor seven days' notice in writing, terminate the employment of the Contractor and take possession of the premises and of all materials, equipment, tools, and plant and machinery thereon and use these as Employer's property for the completion of the Works. In such case the Contractor shall not be entitled to receive any further payment until the work is completed. If the amount due to the Contractor for the work carried out by him as per the Contract terms exceeds the expenses, including for additional management and administrative services, for completing the Works and in respect of the damages and / or losses suffered by the EMPLOYER due to the Contractor's default, then such excess shall be paid to the Contractor within three months of the Final Completion of the Works. If such expenses for completing of the Works and in respect of the Damages and / or losses suffered exceed such amount due then the contractor shall pay the difference to the EMPLOYER within one month of receiving the notification to that effect from the Employer. The expenses incurred by Employer for completing the Works and in respect of the damages and / or losses suffered by him due to the Contractor's default, shall be certified by the Employer and his decision on this matter shall be final and binding on the Contractor.

35. Water and Electricity etc.

Water – The Contractor is permitted to avail the services available at site free of charge. However, any dis-proportionally large or a high volume consuming activity shall be performed only after prior approval is obtained from the BNPMIPL. (For works within the premises)

Electricity – The Contractor is permitted to avail electricity at site free of charge for performance of their scope of work. However, any dis-proportionally large or a high volume consuming activity shall be performed only after prior approval is obtained from the BNPMIPL. (For works within the premises)

Note: Water and Electricity shall be arranged by the contractor himself for the works to be executed outside the BNPM premises.

36. Arbitration

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 / Mysore and it shall be conducted in English language.

37. Other Important terms and conditions

- a. Office set up at Mysore:** *The intending bidders shall have an operating/working office set up at Mysuru or should provide an undertaking letter along with bid submission stating that the Bidder shall set up an operating/working office at Mysore within 21 days of placing the LOI. Failing on which, the bid shall be summarily rejected and LOI shall be cancelled and no work orders shall be provided. Details of office address at Mysore shall be also be submitted. Required documents in this regard may*

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be sought at any point of time by BNPM for verification and the same shall be submitted.

- b. Tools and Tackles:** Tools and tackles required for Comprehensive Annual Maintenance (like, carpentry, masonry, fabrication steel, Aluminum glazing, and Routine maintenance) has to be arranged and maintained by the contractor. The Contractor should also possess portable Welding machine, Drilling machine for wood, concrete & metals, necessary Tools & Plants for attending Aluminum/ rolling shutters works etc. Successful bidder placed with work order should obtain *“the Gate Pass for bringing its tool and tackles inside the premises and he shall preserve such gate pass till all tools are taken back”*.
- c. Maintenance of Records:** The contractor shall be responsible for maintaining records of work executed including fault rectification, consumable and spares used etc.
- d. Payment -** For consumables /spares - The items not covered in the scope if any shall be procured by the contractor from the reliable and genuine source and bill shall be submitted for reimbursement of the same.
- e. Statutory Requirements:**
- i. The contractor shall have to fulfil all the statutory requirements as per the provisions of law i.e. Karnataka Factory Act, Contract Labour Act, Minimum wages Act/Payment of wages act, Industrial disputes act 1947 and other related labour legislatures, EPF & MP acts, ESI act etc., indemnify Company (BNPM) from any claims in future or due to any breach of the statutory requirements. The Company, as a principal employer, shall enforce the provisions of these Acts. All statutory requirements shall be scrupulously followed, non-compliance in this regard may lead to necessary action as deem fit.
 - ii. Rate of the wages should not be less than minimum wages as prescribed by Ministry of Labour & Employment Office department.
 - iii. The Contractor must have a valid PROVIDENT FUND CODE & ESI CODE and same shall be intimated along with the tender.
 - iv. The Contractor will be required to take –Workmen’s compensation Insurance’ policy in case the same is not covered by ESIC to all of his workmen engaged for the said job and copy of the same to be submitted. It shall be the sole responsibility of the contractor to ensure safety to all his workers. The contractor shall take all the precaution during work against any type of personnel injury or any damage to the property, which can arise during working.
 - v. It shall be the sole responsibility of the contractor to ensure safety to all his workers.
 - vi. Any untoward incident arising out of improper supervision or inadequate safety measures will be the sole responsibility of the contractor. The Contractor shall conform to all the Labour Laws and shall remain solely responsible for the obligation under the relevant statutory provisions. The contractors should properly maintain all necessary first aid kits in the sub- station and ensure that all its employees are adequately trained in administering first aid in case of emergencies.

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vii. The contractor should ensure that all his employees are adequately trained in the use of Firefighting equipment maintained in the BNPM premises.

f. Statutory Deductions: Statutory deductions shall be made at source as per rule.

g. Rates validity and estimated cost: The percentage quoted (above/below/at par as the case may be) shall be applicable for all the items of **KPWD SR 2018-19, Mysore Circle** available in the current year or for latest KPWD SR if any in future during the contract period. i. e. the percentage quoted shall be applicable and firm during the contract period i.e. up to years.

h. If in any case, it is found that Scheduled rate (s) for KPWD, Mysore circle is revised then the revised SR rate may be considered for the works but there shall be no change in quoted percentage rate for the annual item rate contract for civil and structural works under any circumstances in this contract.

i. Till the time new rates published by the KPWD, Mysore Circle are not available, the earlier rates shall be taken for taking up the jobs. For the items not covered in the KPWD SR rates, Mysore Circle rate analysis shall be prepared by the contractor and submitted for approval for BNPMIPL as per the market rates. On such items no additional percentage shall be added for the particular year, since item shall be analyzed as per the current market rates. **No escalation shall be entertained subsequently. The renewal of the contract may be done on satisfactory performance.**

j. Basic rates for tiles, granites etc. as applicable and as decided by engineer in-charge, documentary evidences i.e. purchase invoice shall be submitted in support of the Basic rates for tiles, granites etc. the difference in amount shall be payable on production of original invoice, if the material selected works to be more or less than the basic rate of KPWD SR Material component, the same shall be paid or recovered as the case may be. Other terms and conditions shall be as per the guidelines of KPWD SR.

k. The estimated value of works have been arrived considering the total estimated value of works expected have to be carried out during the contract period, **however the value of each work order during the year shall be as per need basis/as and when required basis.** The estimated value of work for the current financial year is indicative only; the amount may vary to any extent as per the requirement during the contract period.

l. Extra items: During execution of job, if any additional item of work/ variation, deviation/ non-availability of item etc., is considered to be necessary, it shall have to be carried out by the contractor. For extra items, the rates for the same shall be derived from KPWD/CPWD Schedule of rates or Market rates (for items which are not included in the schedule of rates). For which rate is not available in KPWD SR if any, the CONTRACTOR shall submit rates supported by rate analysis worked on the “actual cost basis” plus 15% towards establishment charges, CONTRACTOR’s overhead and profit with documentary evidences such as purchase invoice etc. A variation order shall be issued for item variations accordingly.

m. Time period:

a. The total job should be completed within **time period as mentioned in the relevant**

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work order from the date of issue of this work order. The total time period as mentioned in the relevant work order or the completion of the job is to be strictly maintained and is the essence of the order.

- b. If the contractor fails to take up the work within a reasonable time or refuses to accept the work order or leave the job incomplete, BNPMIPL reserves the right to forfeit the security deposit as applicable and no more quotations will be issued to the party in future & Contractor shall be Blacklisted.
- c. The contractor may apply for extension at least Ten (10) days prior to the date of completion with valid reasons beyond the control of contractor.

n. Placing of Work orders/Parallel contract: Work orders shall be placed on L1 and L2 (or L3 party in case L2 party not agreeing to match L1 rates) as and when required basis as per the requirement. The job may be awarded to L2 party (or L3 if any, if L2 does not agree to match L1 rates) at the L1 rates arrived, as per requirement for various works, agreed by them to work as per L1 rates. The job shall be awarded on 70:30 ratio as well as on performance/ response basis. If L2 and L3 both disagree, there will be no parallel contract and the whole work shall be awarded to L1 party. The agencies will not have any claim whatsoever thereof.

o. Response time *would be on case to case basis. However, the work shall be taken up within a day from the date of placing the work order on emergency cases. For non-emergency works, work shall be taken up within 3 days from the date of placing the work order. Failing on which, Contract shall be terminated and EMD including security deposit shall be forfeited. In such case, the name of agency is liable for being blacklisted/debarred and delisted from participating in future tenders of BNPM. In addition Company reserve the right to complete the unfinished job by engaging other agency at risk & cost of the contractor.*

p. Clarification of Bidders: For any clarification bidder may contact on any working day during working hours before submission of tender paper. Contractor is advised to visit the site with prior information to understand the actual scope of work and prevailing site conditions. Authorization paper must be displayed for any person visiting on behalf of contractor. Once tender is submitted, it will be implied to assume that the contractor has fully understood the detail specifications, site condition, security and safety aspects, and scopes of work. After quoting, ignorance regarding these will not be entertained

q. Withholding of Payments: The Employer may withhold payment or, on account of subsequently discovered evidence, nullify the whole or a part of any payment certificate to such extent as may be necessary to protect the Employer from loss on account of the following:

- a) Defective work pointed out by the Employer and not remedied by the Contractor.
- b) Failure of the Contractor to make payments properly and regularly to his own workers, to his Sub-Contractors, to his suppliers, or to nominated Sub-Contractors.
- c) Damage by the Contractor to the work of other Contractors or Sub-Contractors.
- d) A reasonable doubt that the Contract cannot be completed for the balance unpaid amount.
- e) A reasonable doubt that the Contractor intends to leave work items incomplete.
- f) Failure of the Contractor to execute the Works in conformity with the Contract Documents.
- g) Failure of the Contractor to meet or keep-up with the approved Construction Program.

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- h) Failure of the Contractor to comply with and all contractual obligations and liabilities stipulated in the Contract Documents.

38. ADDITIONAL CONDITIONS OF WORKS CONTRACT

1. WORKS CONTRACTS

Where the contract involves major portion as works compared to the supplies, the contract shall be treated as work contract. The followings additional conditions shall be applicable to such contracts.

2. DAMAGE TO PROPERTY

- 2.1 Contractor shall be responsible for making good to the satisfaction of the Purchaser any loss of and any damage to all structures and properties belonging to the Owner or being executed or procured by the Owner or of other agencies within the premises of the work of the Owner, if such loss or damage is due to fault and/or the negligence or wilful acts or omission of the Contractor, his employees, agents, representatives or sub-contractors.
- 2.2 The Contractors shall indemnify and keep the Purchaser harmless of all claims for damage to Owner's property arising under or by reason of this contract.

3. EMPLOYMENT LIABILITY TOWARDS WORKERS EMPLOYED BY THE CONTRACTOR

- a. The Contractor shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All persons engaged by the contractor shall be on Contractor's payroll and paid by Contractor. All disputes or differences between the Contractor and his/their employees shall be settled by Contractor.
- b. Purchaser has absolutely no liability whatsoever concerning the employees of the Contractor. The Contractor shall indemnify Purchaser against any loss or damage or liability arising out of or in the course of his/their employing persons or relation with his/their employees. The Contractor shall make regular and full payment of wages and on any complaint by any employee of the Contractor or his sub-contractor regarding non-payment of wages, salaries or other dues, Purchaser reserves the right to make payments directly to such employees or sub- contractor of the Contractor and recover the amount in full from the bills of the Contractor and the contractor shall not claim any compensation or reimbursement thereof. The Contractor shall comply with the Minimum Wages Act applicable to the area of work site with regard to payment of wages to his employees and also to employees of his sub-contractor.

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- c. The Contractor shall advise in writing or in such appropriate way to all of his employees and employees of sub-contractors and any other person engaged by him that their appointment/employment is not by the Purchaser but by the Contractor and that their present appointment is only in connection with the construction 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.

4. NOTICES TO LOCAL BODIES

The contractor 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.

5. HEALTH & SAFETY REGULATION

Contractor shall comply with the Health and Safety policy of the Company.

6. INSURANCE AND LABOUR

The Contractor shall have a valid Labour License from Labour Commissioner (central). Contractor shall at his own expense obtain and maintain an insurance policy to the satisfaction of the Owner as provided hereunder.

6.1 EMPLOYEES STATE INSURANCE ACT

- a) The Contractor 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 Contractor 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 Contractor, or subcontractor 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 Contractor, by third parties or by Central or State Government authority or any political sub-division thereof. The Contractor shall have a valid ESI registration.
- b) The Contractor agrees to file with the Employees State Insurance Corporation, the Declaration forms and all forms which may be required in respect of the Contractor's or sub-contractor's employee whose aggregate remuneration is within the

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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 Contractor shall deduct and secure the agreement of the sub-contractor to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the employee's contribution cards at wages payment intervals. The Contractor shall remit and secure the agreement of the sub-contractor to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act.
- d) The Contractor agrees to maintain all records as required under the Act in respect of employees and payments and the Contractor shall secure the agreement of the sub-contractor to maintain such records. Any expenses incurred for the contributions, making contribution or maintaining records shall be to the Contractor's or sub-contractor's account.
- e) The Purchaser shall retain such sum as may be necessary from the total contract value until the Contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid.

6.2 WORKMEN COMPENSATION AND EMPLOYEE'S LIABILITY INSURANCE

Provide Insurance for all the Contractor's employees engaged in the performance of this contract. If any of the work is sublet, the Contractor shall ensure that the sub-contractor provides workmen's compensation and Employer's Liability Insurance for the latter's employees who are not covered under the Contractor's insurance.

6.3 ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATION OR BY PURCHASER

- a) Contractor shall also provide and maintain any and all other insurance which may be required under any law or regulations from time to time. He shall also carry and maintain any other insurance which may be required by the Purchaser.
- b) The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Purchaser has agreed to their cancellation.
- c) The Contractor shall satisfy to the Purchaser from time to time that he has taken out all insurance policies referred to above and has paid the necessary premium for keeping the policies alive till the expiry of the defects liability period.
- d) The contractor shall ensure that similar insurance policies are taken out by his sub-contractor (if any) and shall be responsible for any claims or

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losses to the Purchaser resulting from their failure to obtain adequate insurance protections in connection thereof. The contractor shall produce or cause to be produced by his sub-contractor (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Purchaser.

7. LABOUR AND LABOUR LAWS

- a) The contractor shall at his own cost employ persons during the period of contract and the persons so appointed shall not be construed under any circumstances to be in the employment of the Purchaser.
- b) All payments shall be made by the contractor to the labour employed by him in accordance with the various prevailing rules and regulations. The contractor shall keep the Purchaser indemnified from any claims whatsoever inclusive of damages/costs or otherwise arising from injuries or alleged injuries to or death of a person employed by the contractor or damages or alleged damages to the property.
- c) No labour below the age of eighteen years shall be employed on the work. The Contractor shall not pay less than what is provided under the provisions of the contract labour (Regulations and Abolition) Act, 1970 and the rules made thereunder and as may be amended from time to time. He shall pay the required deposit under the Act appropriate to the number of workman to be employed by him or through sub-contractor and get himself registered under the Act. He shall produce the required Certificates to the Purchaser before commencement of the work.
- d) The Purchaser recognizes only the Contractor and not his sub-contractor under the provisions of the Act. The Contractor will have to submit daily a list of his workforce. He will also keep the wage register at the work site or/and produce the same to the Purchaser, whenever desired.
- e) A deposit may be taken by the Purchaser from the Contractor to be refunded only after the Purchaser is satisfied that all workmen employed by the Contractor have been fully paid for the period of work in Purchaser's premises at rates equal to or better than wages provided for under the Minimum Wages Act. The contractor shall be responsible and liable for any complaints that may arise in this regard and the consequences thereto.
- f) The Contractor will have a valid PF registration as required under the Employee's Provident Fund Act. The Contractor will comply with the provisions of the Employee's

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Provident Fund Act and the Family Pension Act as may be applicable and as amended from time to time.

- g) The Contractor will comply with the provisions of the payment of Gratuity Act, 1972, as may be applicable and as amended from time to time.

8. MODEL RULES FOR LABOUR WELFARE

The Contractor shall at his 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 worker employed directly or indirectly on the works. In case the contractor fails to make arrangements as aforesaid the Purchaser shall be entitled to do so and recover the cost thereof from the contractor.

9. MEASUREMENT OF WORKS

- a) All measurements shall be in metric system as per IS1200: mode of measurements. All the works will be jointly measured by the representative of the Purchaser and the Contractor. Such measurement will be recorded in the Measurement Book/Measurement Sheet by the Contractor or his authorized representative and signed in token of acceptance by the Purchaser or their authorized representative.
- b) For the purpose of taking joint measurement, the Contractor/representative shall be bound to be present whenever required by the purchaser. If, however, they are absent for any reasons whatsoever, the measurement will be taken by the Purchaser or his representative and the same would be deemed to be correct and binding on the Contractor.
- c) In case of any dispute as to the mode of measurement for any item of work, the latest Indian Standard Specifications shall be followed. In case of any further dispute on the same the same shall be as per the certification of an outside qualified Engineer/Consultant. Such a measurement shall be final and binding on the Owner and the Contractor.

10. TAX DEDUCTION AT SOURCE

- a) All statutory deduction such as Income tax, works contract tax etc. shall be deducted at source as per rules at prevailing rates, unless certificate, if any, for deduction at lesser rate or nil deduction is submitted by the Contractor from appropriate authority.

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- b) The contractor shall provide accurate particulars of PAN number as required, under Section 206AA of Income Tax Act 1961.

11. PAYMENT OF CLAIMS AND DAMAGES

- a) Should the Purchaser have to pay money in respect of claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid by the Contractor and the Contractor shall not be entitled to dispute or question the right of the Owner to make such payments notwithstanding the same may have been without his consent or authority or in law or otherwise to the contrary.
- b) In every case in which by virtue of the provisions of Workmen's Compensation Act, 1923, or other Acts, the Purchaser is obliged to pay Compensation to a Workman employed by the Contractor in execution of the works, the Owner will recover from the Contractor the amount of compensation so paid and without prejudice to the rights of Purchaser under the said Act. Purchaser shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the Contractor whether under this contract or otherwise. The Purchaser shall not be bound to contest any claim made under Section 12 sub section (1) of the said Act, except on the written request of the Contractor and upon his giving to the Purchaser full security for all costs for which the owner might become liable in consequence of contesting such claim.

12. ACTION AND COMPENSATION IN CASE OF BAD WORK

If it shall appear to the Purchaser that any work has been executed with bad, imperfect or unskilled workmanship, or with materials, or that any materials or articles provided by the Contractor for execution of the work are not of standards specified/inferior quality to that contracted for, or otherwise not in accordance with the contract, the Contractor shall on demand in writing from the Purchaser or his authorized representative specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified and at his own charge and cost and expenses and in the event of failure to do so within a period of 15 days of such intimation/ information/knowledge, the Contractor shall be liable to pay compensation equivalent to the cost of reconstruction by the Purchaser. On expiry of 15 days period mentioned above, the Purchaser may by themselves or otherwise rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and

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expenses in all respects of the Contractor. The decision of the Purchaser as to any question arising under this clause shall be final and conclusive and shall not be raised as a dispute or shall be arbitral.

13. DEFECTS AFTER TAKING OVER OR TERMINATION OF WORK CONTRACT BY OWNER

The Contractor shall remain responsible and liable to make good all losses or damages that may occur/appear to the work carried out under this Contract within a period of Defect Liability Period (DLP). The security deposit shall be released only on completion of DLP.

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Schedule No.	Brief Description of Goods / Services	* Tentative Quantity (with unit)	**Earnest Money Deposit (in Rs.)	Remarks
I.	Annual Item Rate Contract for Civil and Structural works at BNPM premises and in and around Mysore city, Mysuru..	Percentage (as per KPWD SR items)	Rs. 2,00,000/- (Rs. Two Lakhs Only)	Percentage basis on KPWD SR 2018-19 to be quoted stating whether it's at par/below par/above par.

** The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with DGS&D or with National Small Industries Corporation, New Delhi /MSME are exempted from payment of earnest money. In case the tenderer falls in these categories, it should furnish certified copy of its valid registration details (with DGS&D or NSIC or MSME as the case may be) **MSE Bidders to sign Bid security declaration as per “Annexure C” enclosed herewith.**

Delivery Address:

GENERAL MANAGER
BANK NOTE PAPER MILL INDIA PRIVATE LIMITED
Administrative Building
Paper Mill Compound
Note Mudran Nagar, Mysuru - 570 003

BRIEF SCOPE OF WORK

1. It is not the intent to specify completely herein all details of the works covered under this enquiry. Scope of work may also include such other related works as indicated in the drawings and /or schedule of quantities although they may not be specifically mentioned in the above paragraphs and all such incidental items of works not specified but reasonably implied and necessary for completion of the job as a whole, as directed by OWNER and as directed hereunder. All works shall confirm in all respects to high standards of engineering, design and workmanship and shall, fulfil the anticipated performance during the CONTRACTOR's guarantee period in a manner acceptable to the OWNER who shall have the power to reject any works or materials which in his judgement are not in full accordance with the specification requirements as directed hereunder. In case of any conflict regarding the interpretation of the intent or meaning of the specifications or drawings, by OWNER shall interpret such intent or meaning, which will be final and binding on the CONTRACTOR.
3. Various works covered in this specification shall include furnishing of all materials, labour, setting out, locating the building or structures, tools plants and equipment's, transportation, scaffolding at all heights, PPE's for safety to work at all heights, supervision (as applicable) as per drawings or directions of OWNER .

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4. OWNER reserves the right to split the contract, however the rates/ prices shall remain valid.
5. The BIDDER is therefore advised to visit the site and get himself familiar with the site conditions before submission of his offer. No claim by the BIDDER, for increase in prices on this account shall be further entertained.
6. Water and Electricity shall be provided by BNPM at one source of point. However due to any unavoidable circumstance if the same is not provided, contractor shall make their own arrangements.
7. No accommodation for contractors shall be provided by BNPM.
8. Submission of a detailed Bar Chart indicating your scheduled program for all major activities. This Bar Chart will be referred for during the progress of the work to establish periodical landmarks of achievement of work revised Bar Chart, based on revised scope of work to be submitted by Contractor.
9. It may please be noted that all documents that comprise the tender documents should be signed and sealed by the tenderer.

Detailed scope of work

- a. Day-to day repair, construction and maintenance of civil and structural works inside and outside plant area (BNPM premises) and also if any company's CSR (Corporate social responsibility) works in and around Mysore city shall be carried out after placing work orders as and when required. The work orders will include various items related to civil and allied works, fabrication and miscellaneous works depending on the job to be carried out. Shop drawings for Fabrication works shall be prepared & submitted by contractor by their internal Designers if any or any outsourced consultants as per the requirement of BNPM for approval for which no extra claim shall be given. Also an estimate shall also be prepared and submitted by contractor for getting it approved by Engineer in-charge for any works assigned/proposals. Item description and rates shall be discussed and agreed mutually between contractor and Engineer in-charge at Site for all the items during estimate and especially if there is any ambiguity in considering the items.
- b. Items/description of work mentioned in the KPWD SR are indicative one. Any /all item(s) may/may not be operated. Contractor shall not have any claim for the same.
- c. The rates shall also be deemed to include any survey works and setting out that may be required to be carried out for laying out of all the works involved.
- d. The job includes all kinds of civil and other related works as per item description mentioned in the BOQ of respective Work Orders, working at all heights and levels.

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- e. The rate for respective item(s) shall be for the complete finished work and shall also include but not limited to the following bye-works/ activities, all complete at all level(s) and location(s) as per specification and direction of BNPM.
- f. Rates quoted shall be inclusive of providing scaffolding wherever required and removal of the same at all heights and levels up to Plant Roof level and other office buildings.
- g. Wherever any reference to any Indian Standard Specification occurs in the documents relating to this contract the same shall be inclusive of all amendments issued thereto or revisions thereof, if any, up to the date of receipt of tenders.
- h. The work shall be carried out in a manner complying in all respects with the requirements of relevant bye-laws of the Municipal Committee/Municipal Corporation/Development Authority under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and, unless otherwise mentioned, nothing extra shall be paid on this account.
- i. The contractor shall take instructions from the Engineer-in-charge regarding collection and stacking of materials in any place. Unserviceable materials shall be stacked such that it does not hamper the day-to-day movement of people/office staff/ visitors etc.
- j. The contractor in all respects shall organize his work, systems, environment, process control documentation, tools, plant, inspection, measuring and testing equipment's etc. as per instructions of Engineer.
- k. The contractor shall also comply with applicable legislation and regulations with regards to Health, safety and environmental aspects for minimizing risk arising from occupational health, safety hazards, controlling pollution and wastage.
- l. BNPM may depute their representative for checking and supervision of important stages of work. The contractor shall be required to provide all facilities for inspection of works at no extra cost to BNPM. Any defect in quality of work or deviations from drawings / specifications pointed out during such inspection shall be made good by the contractor in the same way as if pointed out by the Engineer, without any cost implication to BNPM.
- m. All works shall be taken over by BNPM in part or in full when it has been completed in all respects and /or can be put to use satisfactorily. The complete work under the contract shall be taken over only after completion of all punch points, pending work, rework wherever required, site clearing and reconciliation of materials.
- n. The guarantee period shall start only after the complete work under the contract has been taken over by BNPM.
- o. Clean Up of Site Work: During execution, the CONTRACTOR shall without any additional payment, at all times keep the working and storage areas used by him, free from accumulation of waste materials or rubbish. Before completion of all painting works, he shall remove or dispose of in a satisfactory manner all excess materials, temporary structures, waste and debris and leave the premises in a condition satisfactory to BNPM.

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NOTES:

Prior to the preparation and submission of this tender, the contractor shall make visits to the site and carry out all the necessary inspections and investigations in order to obtain all information and to make his own assessment of the conditions and constraints at site, including means of access to it. The contractor shall make himself aware of all the features of the site and working conditions and space and shall, in general, be responsible for obtaining all the necessary and requisite information needed for him to prepare and submit the tender.

All works shall comply with relevant IS codes and KPWD/CPWD standards and specifications.

ADDITIONAL CONDITIONS FOR CEMENT, STEEL, BITUMEN BROUGHT BY THE CONTRACTOR

- a. All the materials required for construction of work shall be arranged by the contractor at his own cost. The samples of material to be procured shall be got approved by the Engineer-in-charge and material as per approved samples shall only be procured.
- b. The contractor shall submit periodically as well as on completion of work, an account of all materials brought by him in a manner as directed by Engineer-in-charge. The contractor shall also furnish monthly account of materials; a separate register shall be maintained on site for recording daily item wise receipt and consumption of Cement, Steel and Asphalt used by him, also item wise consumption of other materials used. This register shall be signed daily by the contractor or his representative and representative of Engineer-in-charge.
- c. All the materials required for the work shall be brought by the contractor at his own cost. In each case, certificate for its quality and quantity shall be produced by the contractor at his own cost and the test results of samples shall be supplied to the Department. The material not confirming to the required standard shall be removed at once from the site of the work by the Contractor at his own cost.
- d. Testing of all construction material shall be carried out as per required frequency and specifications and the charges for testing shall be borne by the contractor.
- e. All the testing charges for mix design etc. if necessary on construction work shall be borne by the contractor.
- f. The contractor shall construct shed / sheds as per direction of the Engineer-in-charge of the work for storing the materials brought at site. The material shall be taken out for use in the presence of the departmental representative only.
- g. The contractor shall make his own arrangement for the safe custody of the materials which are brought for construction of work.
- h. The contractor shall not transfer any material once brought at work site without prior written permission from Engineer-in-charge and for bonafide reasons only.
- i. In case the materials brought by the contractor become surplus owing to the change in the design of the work, the materials should be taken back by the contractor at his own cost after prior permission of the Engineer-in-charge.

SECTION VI – LIST OF REQUIREMENTS

- j. The charge for conveyance of materials from the place of delivery to the site of work and the actual sport on work site shall be entirely borne by the contractor. No claims on his account shall be entertained.
- k. The contractor shall furnish the account of cement, steel, asphalt brought by him at each time before placing orders for further supply. Also the same should submit on completion of the work, final account of the materials used by him to the Department. This account will be scrutinized by the Engineer-in-charge
- l. All empty cement bags or empty asphalt drums shall be the property of contractor and the same shall be removed immediately after completion of work.

SITE ENGINEER/SUPERVISOR AND SITE ORDER BOOK (Triplicate copy book):

- a. The contractor shall himself engage an authorized all time agent on the work capable of managing and guiding the work and understanding the specifications and contract conditions. A qualified and experienced Engineer shall be provided by the contractor as his agent for technical matters. Site engineer can also be designated as an agent of the contractor. Agent will take orders as will be given by the Engineer in charge or his representative and shall be responsible for carrying them out. This agent shall not be changed without prior intimation of the Engineer in charge and his representative on the work site. The Engineer-in-charge have the unquestionable right to ask for changes in the quality and strength of supervisory staff of contractor and to order removal from work of any of such staff. The contractor shall comply with such order and effect replacements of the satisfaction of the Engineer-in-charge.
- b. A Site order book shall be maintained on site and it shall be the property of BNPM and the contractor shall promptly sign orders given therein by the Engineer in charge or his representative and his superior officer, and comply with them. The compliance shall be reported by contractor to the Engineer in charge in good time so that it can be checked. The contractor will be allowed to copy out the instruction therein from time to time.

2. Other conditions:

- I. We invite tender for Annual maintenance contract (AMC) item rate contract for civil and structural works at Bank Note Paper Mill India Private Limited, Mysore and in & around Mysore city, Mysore for a period of one year from the date of issue of LOI.
- II. The job /works shall be carried out inside and outside the Plant premises as per the requirement throughout the year.
- III. We may place work order to **two different agencies** at their lowest quoted percentage/rates, as per requirement for parallel contract with 70:30 ratio (other successful bidder).
- IV. In case of parallel contracts, the job shall be awarded on rotation / performance basis considering the quality, performance, timely completion of the job and availability of the Agency.

SECTION VI – LIST OF REQUIREMENTS

- V. Payment shall be released as per the relevant work order conditions.
- VI. Special care shall be taken by providing suitable covers tarpaulins etc., to prevent dust nuisance and for protecting furniture and costly equipment from stains. The rates quoted shall include covering of furniture's and for handling and re-arranging the furniture etc. and any damage to property caused by the contractor, shall be made good by the contractor at his cost.
- VII. The Contractor shall arrange all the required materials, tools tackles, labour, transportation etc., at his own cost.
- VIII. The Contractor must follow all safety norms during his work & also take care of BNPM property /etc. as per instructions, rules and regulations framed by BNPM
- IX. The Contractor must clear the site at his own cost after completion of his work; otherwise BNPM will deduct a suitable amount from their bills and get the job done separately.
- X. The competent and willing agencies may quote for the civil and structural works.
- XI. The entire work should be completed in all respect as per the schedule of items issued along with the relevant work order to the satisfaction of the BNPMIPL Officers.
- XII. Percentage quoted shall be firm and binding during the period of the contract period and any agreed extensions thereto. No escalation for quoted rates/ prices/percentage will be acceptable under any circumstances.
- XIII. Nothing extra will be paid for any loss / damage of individual items of equipment during the course of the Work, however caused.
- XIV. Statutory deduction of taxes shall be made at the source.
- XV. Contractor has to arrange all the required materials, labors, transportation etc., at his own cost.
- XVI. The contractor has to strictly follow the safety norms during his work & also take care for BNPMIPL property.
- XVII. The contractor should understand the scope of work before quoting and inspect the site.
- XVIII. Specification all the civil and structural works shall be same as KPWD Specification for the corresponding item of works.
- XIX. Basic rate of material components, Hire charge components, Labour rates, co-efficient for various works like painting, varnishing, concrete, plaster etc., material requirements details etc. shall be same as specified in KPWD for deriving/considering KPWD Schedule of rate.
- XX. Any other conditions framed under KPWD guidelines shall be applicable accordingly at the discretion of BNPM.

SECTION VI – LIST OF REQUIREMENTS

LIST OF APPROVED MAKE/BRANDS

SL. NO.	DESCRIPTION OF EQUIPMENT	SUPPLIER / VENDOR NAME
1.	Cement	Ultratech, Birla Corp, ACC Limited, Ramco, Indorama, Andhra Cement, Grasim , India cement, Madras cement, Gujarat Ambuja Cements Ltd., or Equivalent.
2.	Structural steel and reinforcement	SAIL, Tata Steel, Vizag, Jindal, or Equivalent.
3.	Anti-termite treatment	Chloropyriphous Chemical PECOPP, or Equivalent.
4.	Tiles	
	Terrazzo	NITCO, NEC, Bharat, NIMCO, Mahal, G.K.Bansal, or Equivalent.
	Ceramic	Spartek, Somani, Pilkington, Kajaria, Murdeshwar, Bell, Johnsons or Equivalent.
	Glazed	M/s H.R.Jonson, Somani, Pilkington, Parasuram Pottery, or Equivalent.
5.	Pressed Steel Door Frame	WINDOORS, Nishan Solid door frame, Anjali Enterprises, M/s Sunbeam, or Equivalent.
6.	Wooden door / Block Boards / Plywood	
	Flush door shutter	Indian plywood, Kutty Flush doors, Mysore Plywood as per ISI mark, or Equivalent.
	Plastic laminates	Formica, Neoluxe, Bakelite Hylam, Greenlam, Decolam, Century Plaza, Durian, or Equivalent.
	Factory made panel door shutter	Wood design Banglore, Shankar Ramchandra & Joinery Manufacturer, Novopan, or Equivalent.
	Plywood	Duroply (Green marked, BWR Grade), Sarda Plywood Industries Ltd., or Equivalent.
	Block board	Wood India Calcutta, Sejpal & others, Pioneer timber products Chandigarh, Timber Products Chandigarh, Northern door, Duroboard of Sarada Plywood Industries ltd., or Equivalent.
7.	Steel Doors / windows	Senharvic, Agew, Sentinal, Multiwin, Hope Metal, Godrej, Windoors. NCL Secolor, or Equivalent.
8.	Metal Fire rated Doorsets & accessories	'Guardian' brand manufactured by Shakti Met-Dor Ltd. , or Equivalent.
9.	Aluminium Sections	Indian Aluminium co., Hindustan Aluminium, Jindal, or Equivalent.

SECTION VI – LIST OF REQUIREMENTS

10.	Aluminium Doors, Windows / Glazing/ Skylight	Ajit India Pvt. LTD, Alumilite, or Equivalent.
11.	Water proofing treatment	India water proofing, Likproof, Modern water proofing, or Equivalent.
12.	Pre-moulded Joint fillers	M/S STP or equivalent
13.	Glass for doors / windows	Triveni, Shri. Vallabh, I A G Modi Float Glass, or Equivalent.
14.	Glazing	Modi Guard, Saint Gobain, Asahi India, Pilkington, or equivalent
15.	Paints & Distempers	Jenson & Nicholson, Berger, Asian, Nerolac or equivalent
16.	Water stops	Omai plastics, Basecon Pask, Asian Engg products, Caprihans India ltd, R.C enterprises, Fixopan, or Equivalent.
17.	Expansion joint fibre boards	Shalitek, STP Ltd, Lloyd insulation, or Equivalent.
18.	Structural water proofing compound	Accoproof, Cico, Imperno, Fosroc, Kothari, or Equivalent.
19.	Concrete Admixtures	Structural water proofing Co., Fosroc chemicals, Sika, Sunanda speciality, or Equivalent.
20.	PVC cover blocks	Ishita Enterprises, or Equivalent.
21.	Non-shrink grout	'SHRINKOMP-30" of ACC', 'CONBEXTRA GPI' OF Fosroc Chemicals (India) Ltd, or Equivalent.
22.	Bonding coat	'Hack-Aid-Plast' of 'Polyalk EP' of Sunanda Speciality Coatings Pvt. Ltd., FOSROC, or Equivalent.
23.	Acid Alkali Resistant Tiling	Choramandalam, Rustile, Arcoy, Perfect Acid Wares/ Mahakoshal Potteries/ Champion Ceramics, GoodEarth Minerals, or Equivalent.
24.	Fly Ash Bricks	FLAG Bricks, or Equivalent.
25.	Epoxy flooring and painting	Fosroc, Asian Paints, Araldite, Pidilite, or Equivalent.
26.	Cement Fibre board False ceiling and partitions	Eternity Everest Pvt. Ltd., or Equivalent.
27.	Rolling Shutters & Grilles	Steelage India, Swastik, or equivalent
28.	Red Oxide	Shalimar, Asian, Garware Paints or equivalent
29.	Waterproof Cement Paint	Supersnowcem, Nitcocem, Nitcote or equivalent
30.	Acrylic Emulsion Exterior Paint	Asian, Nerolac, ICI Dulux or equivalent
31.	Door Closers, Floor Springs	Everite, Godrej, Garnish or equivalent
32.	Hardware	Godrej, Shalimar or equivalent -

SECTION VI – LIST OF REQUIREMENTS

33.	Sealing Compounds	FOSROC, Apoorva, STP or equivalent
34.	Bitumen Sealant	FOSROC, STP. or equivalent
35.	Sanitary Installations	Hindustan Sanitaryware, Parryware, Cera or Equivalent
36.	Plumbing Fixtures	Jaquar, Essco or equivalent
37.	HDPE Water Tanks	Sintex, Simplex, Deri Polimers, or equivalent
38.	Pre-coated metal sheets	Interarch, Meta colour, CRIL, Ispat or NCL or equivalent.
39.	Fire Doors	Shakti Met, Godrej, Radbont fire door, or equivalent,
40.	In case, if any of the materials are missed out in approved make or equivalent, then ISI make materials may also be approved by Engineer in-charge. The decision of Engineer in-charge's decision shall be final and contractor shall bind on this regard whatsoever.	

SECTION VII – TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

As per scope of work & BOQ item descriptions and the specifications of work shall comply with relevant IS codes/KPWD/CPWD.

1. All the required materials, tools, tackles, transportation, materials required of height works at all levels, welding, drilling, dismantling, making hole, if any etc. complete shall be the responsibility of contractor.
2. The work shall be executed as directed by engineer-in-charge.
3. It is advised to visit the place of work to get aware of conditions in first hand to understand the requirements of BNPM before quoting. Nothing shall be entertained at later stages.
4. All the rules and regulations of BNPM shall be strictly followed.
5. Any items/spares/finishes required during the course of execution of work, it shall be done without any cost implication to make it neat good finish.
6. Any work carried out shall be equivalent to existing material specifications with approval of engineer in charge.
7. If any tests to be conducted at third party level or at site level as per direction of engineer-in charge, it shall be carried out without extra cost as per relevant IS codes.
8. If required, Shop drawings for Fabrication works shall have to be prepared & submitted by contractor by their internal Designers if any or any outsourced consultants as per the requirement of engineer-in-charge for approval (based on the design/base drawings provided by BNPM) for which no extra claim shall be given.
9. Damages to property of BNPM if any, shall be made good by the contractor only, failing on which BNPM will rectify at contractors cost.
10. **The decision of engineer-in-charge at site regarding the equivalent make of materials shall be final if the material are other than the approved make.** Nothing shall be entertained at later stages.

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

SECTION VII – TECHNICAL SPECIFICATIONS

1. Mode of Measurements:

Mode of measurements for all items of work shall be as per IS 1200 – Method of Measurement for Building and Civil Engineering Work.

Technical Specifications all the civil and structural works shall be as per relevant latest IS codes of practices and BOQ item description and KPWD/CPWD specifications and as per directions of BNPMIPL officers.

Area weightages if applicable shall be considered over and above the quoted percentage as per KPWD guidelines for the items mentioned in KPWD SR only. Area weightage shall not be applicable if any item rates derived as per market rate for the items not found in KPWD SR.

If the rate for certain items of work are not found in the KPWD (Karnataka Public work department) SR (Schedule of rates) then rate of such item(s) shall be obtained either from CPWD SR (Latest available) or can be referred from SR of other departments in the following order as informed below:

- I. SR of Minor Irrigation.
- II. SR of National Highway.
- III. SR of PRED (Panchayat Raj Engineering Department).
- IV. SR of KUWS & DB (Karnataka Water Supply & Drainage Board).

SECTION VIII – QUALITY CONTROL REQUIREMENTS

We will supply the material/complete the work strictly as per scope of work, specifications and compliance statements given below.

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	Services should be rendered exactly as per the given instructions / Scope of work mentioned in Section VII of the tender	Yes agreed	
02	Quantity:	We understand that the requirement of quantity mentioned in the tender is only indicative and BNPMIPL reserves the right to increase or decrease the quantity depending upon their actual requirement	Yes agreed	
03	Delivery	As per tender	Yes agreed	
04	Payment terms	Payment terms as mentioned in the tender	Yes agreed	
05	Liquidated Damage	Liquidated Damage clause as mentioned in tender	Yes agreed	
06	Performance Security/Security Deposit	As mentioned in SCC	Yes agreed	
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) <u>and confirm that we don't have any counter conditions.</u> We also understand that offer with counter conditions is liable for rejection	Yes agreed	
08	Compliance to all SIT & SCC clauses	SIT Clause: Sl.no. 16 to Sl.no. 19 SCC Clause: Sl.no.13 to Sl.no. 38		
09	No. of pages	Total number of pages in Technical Bid		

Quality control requirements must be in accordance with Technical Specification mentioned in this tender document.

- a) Works shall be carried in strict accordance with the relevant IS codes & item descriptions & its specifications, drawings etc. and as per the instructions of engineer in charge.

SECTION VIII – QUALITY CONTROL REQUIREMENTS

- b) No extra payment is payable for carrying out materials tests as applicable for this work as per relevant standard and thereby submission of certificates for this works as per the engineer in charge instructions.
- c) Quality parameters are as per technical specifications and as per IS/KPWD/CPWD Standards.

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
Experience & Past Performance	<p>Bidder should be bonafide, experienced, competent and resourceful to carry out the assigned services.</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>i) Company's registration certificate under company's Act, Certificate of incorporation, MOA , AOA (if other than limited company then MOA , AOA by corporate) / Partnership Deed under Indian Partnership Act / Constitution of business in case of business in individual name / Any other registration certificate as applicable.</p> <p>Sealed & Signed Annexure – B on company's letter head.</p>
	Bidders should be registered in India.	Copy of PAN & GST certificate
	<p>Experience & Past Performance</p> <p>The Bidder should have successfully completed the similar works in any one year (i.e. 365 days) during the last Five (05) year ending 31.01.2022 as below;</p> <p>At least one work of Rs. 40.00 lakhs (Rs. Forty Lakhs only).</p> <p style="text-align: center;">Or</p> <p>Two works of Rs. 25.00 Lakhs (Rs. Twenty Five Lakhs only) each.</p> <p style="text-align: center;">Or</p> <p>Three works of Rs. 20.00 Lakhs (Rs. Twenty Lakhs only) each.</p> <p><i>Note: Similar works refers to Building constructions and other Civil works in Educational/ institutional/ residential/ industrial/ commercial buildings/ etc. Proof of executing the same as above shall be submitted.</i></p>	<p>i) Copy of Work order / Agreement and Successful service completion certificate of the corresponding work order (agreement). a) Name of Work, b) Name of Client, c) Value of work, d) Scheduled date of completion, e) Actual Value of works on completion f) Actual date of completion g) Any other information, during last 5 years.</p> <p>Any other document required may be submitted during evaluation process.</p>

SECTION IX – QUALIFICATION/ ELIGIBILITY CRITERIA

Financial Standings	Bidder should have an average annual turnover of at least Rs.15.00 Lakhs (Fifteen Lakhs only) per annum during the last three years ending 31.03.2020.	Audited balance sheet and profit & loss statement for FY 2019-20, 2018-19 & 2017-18. Final audited sheets to be submitted for last three years certified by CA.
	The net worth of the firm should not be in negative as on 31.03.2020 and should not have eroded* by more than 30% in the last 3 years ending 31.03.2020. * - Erosion shall be considered only on account of reported loss in the statement of P&L account, which has led to reduction in capital.	
General	Bidder should have valid GST registration certificate	Copy of GST certificate
	Bidder should have valid PAN card.	Copy of PAN card
	Bidder should have registered in ESI.	Copy of ESI registration certificate
	Bidder should have registered in EPF	Copy of EPF registration certificate
	Bidder should have not been blacklisted / debarred by BRBNMPL/ SPMCIL/ BNPMIPL/ Government of India for participating in tenders.	Declaration as per Annexure –A on company's letter head duly Signed & with company seal to be submitted.
		Declaration as per Annexure –C on company's letter head duly Signed & with company seal to be submitted.

Important:

1. Please note that the contractors who have worked earlier with BNPMIPL and their performance was not found satisfactory for any of the jobs awarded to them, their tenders shall not be opened during technical bid stage and their offers shall be considered as invalid and shall be rejected.
2. Issuance of tender paper or submission of tender document shall not automatically be construed qualification of bidder for award of work, which will actually be determined during bid evaluation.

Note: All documents shall be uploaded on our e-portal after duly signed and sealed.

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 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.

SECTION IX – QUALIFICATION/ ELIGIBILITY CRITERIA

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

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

Authorized Signature with stamp & date

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

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

- I) Bidder means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms, or companies), every artificial judicial person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person participating in a procurement process.
- II) “Bidder from a country which shares a land border with India” for the purpose of this order means:-
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary controlled through entities incorporated, established or registered in such a country, or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country, or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An India (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- III) The beneficial owner for the purpose of (iii) above will be as under :-
 - 1) In case of a company or limited liability partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercise control through other means.

Further explanation:

- a) “Continuing ownership interest” means ownership of or entitlement to more than twenty five per cent of shares or capital or profits of the company;
- b) “Control” shall include the right to appoint majority of the director or to control the management or policy decision including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;

SECTION IX – QUALIFICATION/ ELIGIBILITY CRITERIA

- 2) In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 5) In case of a trust, the identification of beneficial owners(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership

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

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

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

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

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

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

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

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

Authorized Signature with stamp & date

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

SECTION IX – QUALIFICATION/ ELIGIBILITY CRITERIA

ANNEXURE -A

e-Tender No. BNPM/NCB/AIRC-CIVIL/679/2021-22 dated 28.02.2022

(To be submitted on the letterhead)

DECLARATION

We do hereby declare that,

1. We have not been blacklisted/ debarred by BNPMIPL/ BRBNMPL/ SPMCIL or any Govt. Departments for participating in tenders. The information provided above is correct and true to the best of my knowledge and belief.
2. The director/proprietor of the bidding firm are not closely related to BNPMIPL.

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

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

Signature _____

Name-----

Designation-----

Date-----

Stamp of the Organization-----

SECTION IX – QUALIFICATION/ ELIGIBILITY CRITERIA

ANNEXURE -B

e-Tender No. BNPM/NCB/AIRC-CIVIL/679/2021-22 dated 28.02.2022

(To be submitted on the letterhead)

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

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

Signature _____

Name-----

Designation-----

Date-----

Stamp of the Organization-----

SECTION IX – QUALIFICATION/ ELIGIBILITY CRITERIA

Annexure C

e-Tender No. BNPM/NCB/AIRC-CIVIL/679/2021-22 dated 28.02.2022

(To be submitted on the letterhead)

BID SECURITY DECLARATION

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

Signature _____

Name-----

Designation-----

Date-----

Stamp of the Organization-----

SECTION X – TENDER FORM

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

To

Date _____

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

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

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

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

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

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

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

(Signature with date)

(Name and designation)

Duly authorized to sign tender for and on behalf of

SECTION XI – PRICE SCHEDULE

(TO BE FILLED ONLINE ONLY THROUGH E PORTAL)

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

Dear Sir,

Sub: Annual Item Rate Contract for Civil and Structural works at BNPM premises and in & around Mysore city, Mysuru.

Ref: e-Tender No. BNPM/NCB/AIRC-CIVIL/679/2021-22 dated 28.02.2022

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

Registered & Corporate office: Administrative Office Building Paper Mill Compound, Entry Gate 1, Note Mudran Nagar, Mysore – 570003					
BNPM/NCB/679/AIRC-CIVIL/2021-22 Dated 28.02.2022					
PRICE BID/Price schedule					
e-TENDER FOR Annual Item Rate Contract for Civil and Structural works at BNPM premises and in & around Mysore city, Mysuru					
Name of the Firm (Mandatory Filled)					
			Column 1	Column 2	Column 3
Sl.No	Description	Unit	write in words whether above or below or at par with KPWD SR, Mysore circle 2018-19	Percentage above/ at par/below the KPWD schedule rates, Mysore Circle 2018-19 (in figures)	Percentage above/ at par/below the KPWD schedule rates, Mysore Circle 2018-19 (in words)
1	Annual Item Rate Contract for the year 2019-20 for Civil and Structural works at BNPM premises and in and around Mysore city, Mysuru.	Percentage			
SAC CODE		GST %	18%		
Note : 1) Evaluation shall be done considering the GST. GST % is to be quoted in the column provided in figures, if the same is not quoted (or left blank) it will be considered as the prices are inclusive of GST.					
2) If the bidder does not indicate the term such as above, below or at par with KPWD SR 2018-19 in column 1, it shall be deemed and considered as below par with KPWD SR. Only numeric value of percentage to be quoted/mentioned in column 2 and Percentage in words to be quoted/mentioned in the column 3.					
3) It is clearly indicate that '+' denotes above, '-' denotes below & '=' denotes at par to KPWD SR 2018-19. In case of discrepancy between the quoted percentage in words and figures, the percentage rate quoted by the tender in words shall be taken as correct or whichever works out to be less.					

Please note the percentage to be quoted in the price bid format on our e-portal only. Offline tenders shall not be accepted. Contractors to quote percentage (%) above / at par/ below the schedule rate given for civil and structural works as per details given below.

Name

Signature with Date

Note:

- Price Bid: The price bid of the bidders who have qualified in techno-commercial only will be opened. The date of opening the price bids shall be intimated to the qualified bidders at the later stages.
- Price should be quoted exactly as per the format given above; Price bids with conditions /Counter conditions are liable for rejection. Price to be quoted online only.
- Multiple/Variable rate for single item, would lead to rejection of offer.
- 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 scope, technical specifications and other requirements as defined in the tender document.

SECTION XI – PRICE SCHEDULE

Declaration-1 shall be provided by the bidder in his letter head (by uploading the same in e-portal) as listed below.

1. The Percentage quoted – above/ at par/below the KPWD schedule rates, Mysore Circle and is inclusive of all the materials, labour, transportation, insurance, loading/ unloading, contractors profit, applicable taxes excluding GST or any other inputs unless mentioned otherwise. GST as applicable and as prevailing will be paid as extra in the respective Work Orders.
2. The prevailing published Schedule of rate of KPWD, Mysuru circle as applicable on the date of award of work order shall be applicable for the work. The new updated Schedule rate if published by KPWD during the currency of the contract shall be implemented on submission of documentary evidence by the contractor
3. The percentage quoted shall remain the same even after the new SR rates are finalised/issued by the KPWD.
4. No escalation shall be entertained over the quoted rates during the tenure of the contract.
5. The percentage is quoted with all awareness of the site conditions and after going through the tender documents in details.
6. We confirm that there would not be any price escalation during the tenure of contract period including extended period of contract.
7. If in any case, it is found that the item rate/Scheduled rate for KPWD, Mysore circle is revised then the revised SR rate may be considered for the work but there shall be no change in the quoted percentage rate for the annual item rate contract for civil and structural works.
8. Revision of SR by KPWD, Mysore Circle if any, and KPWD guidelines shall be adopted for further process.
9. We confirm that we will abide by all the tender terms & conditions, scope of work and we do not have any counter conditions.
10. We confirm that tendered items shall be executed/supplied as per specifications.
11. In addition to the above, in case of any further Govt. tax liability arises during the currency of the contract, the same shall be borne by us accordingly.

Thanking you,

Yours faithfully,

(.....)

Name & Signature with date

Firm:

Seal

SECTION XII – QUESTIONNAIRE

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

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

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

S. No.	Description	To be filled by bidder
1	Brief description of goods and services offered	
2	Offer is valid for acceptance up to	120 days
3	Your permanent income tax A/c no. as allotted by the Income Tax Authority of Government of India (Please attach certified copy of your latest/ current Income Tax clearance certificate issued by the above authority)	
4	Are you currently registered with the Directorate General of Supplies & Disposals (DGS&D), New Delhi, and/ or the present BNPMIPL and/ or the Directorate of Industries of the concerned State Government/NSIC/SSI for the goods quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit imposed on your registration.	Yes / No If Yes: Registration No..... Validity:
5	Are you currently registered under 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:

SECTION XII – QUESTIONNAIRE

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

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

.....

(Signature with date)

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

For and on behalf of

.....

.....

(Name, address and stamp of the tendering firm)

SECTION XIV- MANUFACTURER'S AUTHORIZATION FORM

..... (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

(Refer Pg. 78 of this tender document for Bank Guarantee Compliance Checklist).

SECTION XIV- MANUFACTURER'S AUTHORIZATION FORM

**NOT APPLICABLE TO THIS
TENDER DOCUMENT**

SECTION XV- BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

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

Beneficiary:

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

Performance Guarantee No.:

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

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)

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

Seal, name & address of the Bank and address of the Branch

SECTION XV- BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

Checklist for Bank Guarantee:

Performance BG should be in line with comply the following.

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

SECTION XVI- CONTRACT FORM

(Address of BNPM's office issuing the contract)

Contract No..... dated.....

This is in continuation to this office' Notification of Award No..... dated.....

1. Name & address of the Supplier:

2. BNPM's Tender document No..... Dated..... and subsequent Amendment No....., dated..... (If any), issued by BNPM

3. Supplier's Tender No..... Dated..... and subsequent communication(s) No..... Dated....., (If any), exchanged between the supplier and BNPM in connection with this tender.

4. In addition to this Contract Form, the following documents etc., which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as part of this contract as applicable.

(i) General Conditions of Contract;

(ii) Special Conditions of Contract;

(iii) List of Requirements;

(iv) Technical Specifications;

(v) Quality Control Requirements;

(vi) Tender Form furnished by the supplier;

(vii) Price Schedule(s) furnished by the supplier in its tender;

(viii) Manufacturers' Authorisation Form (if applicable for this tender);

(ix) BNPM's Notification of Award

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under Section -V - 'General Conditions of Contract' of BNPM's Tender document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

(i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

Schedule No	Brief description of goods/services	Accounting unit	Quantity to be supplied	Unit price (INR)	Total Price

SECTION XVI- CONTRACT FORM

Any other additional services (if applicable) and cost thereof:

(i) Total value (in figure)- - - - (In words)

(ii) Delivery schedule

(iii) Details of Performance Security

(iv) Quality Control

(a) Mode(s), stage(s) and place(s) of conducting inspections and tests.

(b) Designation and address of SPMCIL's inspecting officer

(v) Destination and despatch instructions

(vi) Consignee, including port consignee, if any

(vii) Warranty clause

(viii) Payment terms

(ix) Paying authority

Signature, name and address of BNPM's authorized official)

For and on behalf of

Received and accepted this contract

(Signature, name and address of the supplier's executive duly authorized to sign on behalf of the supplier)

For and on behalf of.....

(Name and address of the supplier)

(Seal of the supplier)

Date:

Place:

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

**NOT APPLICABLE TO THIS
TENDER DOCUMENT**

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

**NOT APPLICABLE TO THIS
TENDER DOCUMENT**

SECTION XIX- PROFORMA OF BILLS FOR PAYMENT

**NOT APPLICABLE TO THIS
TENDER DOCUMENT**



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

**NOT APPLICABLE TO THIS
TENDER DOCUMENT**