

OPEN TENDER ENQUIRY: TENDER NO. BNPM/OTE/446/2024-25

Tender for Hiring of Consultancy Services for Third party Quality and Quantity certification of civil Construction projects under BNPM CSR scheme for the year 2024-25

**Not Transferable
Security Classification: Non-Security**



बैंक नोट पेपर मिल् इण्डिया प्रा. लिमिटेड

BANK NOTE PAPER MILL INDIA PVT LIMITED

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

TENDER ENQUIRY FOR HIRING OF CONSULTANCY SERVICES FOR THIRD PARTY QUALITY AND QUANTITY CERTIFICATION OF CIVIL CONSTRUCTION PROJECTS UNDER BNPM CSR SCHEME FOR THE YEAR 2024-25.

This tender document contains 30 Pages

Tender Enquiry No.	BNPM/OTE/446/2024-25
Tender issuing date	27.12.2024
Pre-bid meeting date & time	Not Applicable
Due date & time for bid submission	17.01.2025 till 1100 Hrs.
Mode of bid submission	Online
Type of tender	OPEN TENDER ENQUIRY (OTE)
Tender Processing Fee	Rs. 250/- + Taxes
Details of contact person	Deputy General Manager (SCM) 0821-240111/189/191/177

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

e-mail: scm.tender@bnpmindia.com

website: www.bnpmindia.com

Tender for Hiring of Consultancy Services for Third party Quality and Quantity certification of civil Construction projects under BNPM CSR scheme for the year 2024-25

List of Contents

Section I	Notice Inviting Tender	Enclosed
Section II	Terms and Conditions	Enclosed
Section III	Technical Specifications	Enclosed
Section IV	Scope of work	Enclosed
Section V	Qualification /Eligibility Criteria	Enclosed
	Annexure - A	Enclosed
	Annexure - B	Enclosed
	Annexure -C	Enclosed
	Annexure - D	Enclosed
Section VI	Quality Control Requirements	Enclosed
Section VII	Bank Quarantine Form for Performance security	Enclosed
Section VIII	Price Bid format	Enclosed

SECTION I: NOTICE INVITING TENDER

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

Schedule No.	Brief Description of Goods / Services	Tentative Quantity (with unit)	**Earnest Money Deposit (In Rs.)	Remarks
1	Consultancy charges for the CSR project: Construction of Goshala at Suttur, Mysore. Refer scope of the work.	Lumpsum	Rs. 5,000/-.(Rs. Five Thousand only)	Refer Section – III &IV for Technical specifications & Scope of work
2	Consultancy charges for the CSR project: Providing CC Road and Drain at Mannekote Village, Challakere, Chitradurga. Refer scope of the work.	Lumpsum		

a) **For MSE Bidders:** Submission of EMD is exempted for **Micro and Small Enterprises (MSEs)** as per the Public Procurement Policy for MSEs Order, 2023. MSEs should be registered and also will continue to remain registered during the tender validity period with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or Directorate of Handicrafts and Handlooms or UDYAM Registered or Any other body specified by Ministry of MSME.

b) **For Non MSE:** EMD is to be submitted

Documents to be submitted:

- i) **For MSE Bidders:** Valid NSIC / KVIC / KVIB / DIC / UDYAM Registration certificate.
- ii) Bid Security Declaration as per Annexure-C is to be submitted by bidders claiming exemption to EMD.

2. Procedure for bid submission:

- a) Interested bidders 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.
- b) 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. 500/- plus applicable taxes (per year) which needs to be paid through electronic mode only.
- c) For details, registration and e-payment, please visit e-tendering website www.tenderwizard.com/BNP or contact KEONICS help desk @ 8951906455.
- d) 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 firm as approved by CCA.

3. The tenderer shall satisfy BNPMIPL that they are competent and authorized to submit tender and/or



to enter into a legally binding contract with the BNPMIPL. To this effect, any person giving a tender shall render documentary evidence that his signature on the tender submitted by him is legally binding upon himself, his firm or company as the case may be.

4. For those tenderers whose technical bids do not satisfy the eligibility criteria, their financial Bids will not be opened.
5. 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.
6. BNPM reserves the right to cancel the tender at any stage without assigning the reasons thereof.

Yours faithfully,

For and on behalf of BNPMIPL

Deputy General Manager

SECTION II : TERMS AND CONDITIONS OF THE TENDER

1. Tenders are to be uploaded on e-tendering portal www.tenderwizard.com/BNP only in Two part bid system as below:

Part-I – Prequalification Bid & Techno-commercial Bid: Scanned copy of Technical offer (catalogue/brochure etc.), GST, PAN, Bank details etc., along with all sections & annexures of this tender.

Part II – Price Bid:

Price shall be furnished through e-portal only.

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

2. **Contract Period:** Delivery Schedule / Tenure / Completion Period of the Consultancy Services: The total tenure of the consultancy services will be 12 months (1 year) from the date of issue of LOI/work order OR till completion of project in all respect, subject to extension at the discretion of BNPMIPL.
3. **DLP:** As mentioned in the scope of work.
4. **Security Deposit / Performance Security:** - (Format enclosed in this enquiry)
 - a. Within 21 days after the issue of notification of award by BNPM, the supplier shall furnish performance security to BNPM for an amount equal to (10%) ten per cent of the total value of the contract.
 - b. 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:
 - i. Account Payee Demand Draft drawn on any commercial bank in India, in favour of Bank Note Paper Mill India Private Limited.
 - ii. Fixed Deposit (FDR) from a scheduled commercial bank in India;
 - iii. Online payment in an acceptable form.
5. As on the date of submission of bid against this tender, bidder should not be in the list of ineligible/ blacklisted/ banned/ debarred entity by SPMCIL/ BRBNMPL/ BNPMIPL/any Government Agency for participating in its tenders.
6. Bidder may visit the work location, before submitting the offer after taking due permission for visiting to understand the requirements.
7. No counter conditions shall be accepted.
8. Bidders are advised to write the page number on each page of the Technical Bid documents submitted.
9. The purchaser reserves the right to accept the offer by individual items and reject any or all tenders without assigning any reason thereof and does not bind itself to accept lowest quotations.
10. Please quote whether your organization is large scale industry or small scale industry. If you have NSIC/MSE/MSI/DGS&D Certificate, please attach it to the quotation. Mention your registration details.
11. The prices quoted should be firm till the supplies/Services are completed. Please quote the rates in words and figures. Rates quoted should be door deliver basis at destination including all charges otherwise the quotation is likely to be rejected. Prices quoted for free delivery at destinations will be given preference. If there is no indication regarding the FOR, in the



quotation, then it will be considered as FOR destinations. Price quoted should be net and valid for a minimum period of three months from the date of opening of the quotation.

12. (i) The technical bids shall be opened in the first instance and these bids shall be scrutinized and evaluated by the competent committee/ authority with reference to the parameters prescribed in the tender document. Subsequently, in the second stage the financial bids of only technically acceptable offers as decided in first stage shall be opened for further scrutiny and evaluation. Intimation regarding opening of financial bids shall be given to acceptable tenderers to enable them to attend the financial bid opening, if they so desire.

ii) The method of evaluation of bidder for awarding the contract shall be on basis of overall lowest bidder (L1) for delivery up to BNPM/CSR Work locations.

(iii) 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 mentioned locations 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.

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

13. In case the items/Services in the enquiry are covered by any rate contract or running contract finalized by the DGS&D or any other state or central Government, it should be specified in your quotation and accepted contract rates should also be mentioned. It should be confirmed whether you could supply at the RC rates outside rate contract.

14. Payment of GST is primarily the responsibility of the seller/service provider and will not be paid unless the percentage value is clearly mentioned in the quotations. If no indication regarding GST is recorded in the quotation, the GST will be considered as included.

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) Procure the tender item / render service from other agencies at the risk and cost of the supplier. The cost difference between the alternative arrangement and existing contract value wherein default has been made will be recovered from the supplier along with the other incidental charges.
- b) Appropriate the Security Deposit (by invoking the Performance bank guarantee) deposited by the successful bidder.

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. **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.

17. **Contract Price:** Bidder shall quote strictly in INR and as per the attached price schedule considering the Scope of Work & Technical specifications as mentioned in section III & IV. Price quoted should be firm for the entire contract period and there shall be no variation / escalation on any account other than statutory charges. Any upward / downward revision in statutory charges shall be considered at actuals. No claim in respect of any type of violation of any relevant rules etc., shall be payable.
18. **Compliance to workmen related statutory requirements:** Bidder shall ensure that workmen employed by them for carrying out service activity at the site should be covered under the prevailing norms & rules. The bidder shall comply at its own cost with all statutory provisions as laid down under various labour laws in India as applicable from time to time. In case of violation of such statutory provisions under the labour law by the bidder, there will not be any liability on BNPM and the contract will be liable for termination.
19. **Site Visit:** Bidders may like to visit the site at their own cost and they may obtain all necessary information as to risks, contingencies and other circumstances which may influence or alter their tender before submitting their offer. The bidders shall be deemed to have full knowledge of the work involved, whether they inspect it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
20. I/we engage to supply the material/Service to BNPMIPL/Work location and comply the following:
- a) Tender schedule and technical specification indicated.
 - b) Item/tender specific conditions for this tender.
 - c) Terms and conditions enclosed.
 - d) General conditions of contract signed by me at the time of supplier registration (for registered suppliers/ enclosed).
 - e) I/we confirm that set off for the GST, etc. Paid on the inputs have been taken into consideration in the above quoted price and further agree to pass on such additional duties as sets offs as may become available in future under GST, etc.
 - f) This offer is valid for 90 (Ninety) days from the date of opening of the tender.
 - g) That as on the date of submission of bid against this tender we are not in the list of ineligible/ blacklisted/ banned/ debarred entity by SPMCIL/ BRBNMPL/ BNPMIPL/any Government Agency, for participating in its tenders.
 - h) That the rates quoted are not higher than the rates quoted for same item to BNPMIPL/BRBNMPL/SPMCIL and any other Government/ Undertakings.

Signature & Seal		Name of Authorized	
Place & Date:		Signatory:	



Address:		Tel. No./Fax. No./Mobile No. Email Id:	
----------	--	--	--



Section III: Technical Specifications

Schedule No.	Brief Description of Goods / Services	Tentative Quantity (with unit)	**Earnest Money Deposit (In Rs.)	Remarks
1	Consultancy charges for the CSR project: Construction of Goshala at Suttur, Mysore. Refer scope of the work.	Lumpsum	Rs. 5,000/-.(Rs. Five Thousand only)	Refer Section – IV for Scope of work
2	Consultancy charges for the CSR project: Providing CC Road and Drain at Mannekote Village, Challakere, Chitradurga. Refer scope of the work.	Lumpsum		

1. Required Delivery Schedule: Successful bidder shall carry out the work/Services as mentioned in scope of work.

2. Contract Period: Delivery Schedule / Tenure / Completion Period of the Consultancy Services: The total tenure of the consultancy services will be 12 months (1 year) from the date of issue of LOI/work order OR till completion of project in all respect, subject to extension at the discretion of BNPMIPL.

Address:

- i. Construction of Goshala at Suttur, Mysore .
- ii. Providing CC Road and Drains at Mannekote Village, Challakere, Chitradurga.



Section IV: Scope of Work

Scope of Work: Hiring of Consultancy Services for Third party Quality and Quantity certification of civil Construction projects under BNPM CSR scheme for the year 2024-25

A. Details of Projects

1. BNPM is undertaking Civil Construction projects under company's Corporate Social Responsibility (CSR) scheme for the year 2024-25. Following are the two projects to be undertaken by CONSULTANTS for the third party Quality and Quantity Certification.
 - a. Construction of Goshala at Suttur, Mysore.
Project budget: Rs. 50.00 Lakhs.
Distance from Mysore - 30 kms approx.
 - b. Providing CC Road and Drains at Mannekote Village, Challakere, Chitradurga.
Project budget: Rs. 60.00 Lakhs.
Distance from Mysore – 312 kms approx.
Note: The project budget may vary upto +/- 25%.

B. Construction Stage

1. CONSULTANTS shall provide Services from the start of construction upto completion of the project in all aspects of scope of work. It shall also be the responsibility of the CONSULTANTS to coordinate with various agencies for smooth execution of the project for the Quality and Quantity certifications.
2. Responsibilities of Project Management Consultant for construction stage shall, inter-alia, be as under:
 - a. Periodical/as and when basis inspection shall be carried out to ensure proper quality, quantity verifications, workmanship and completion of the work by deploying engineer as per sound engineering practice. CONSULTANTS shall vet/ check the bills in details as per the standard billing practice and IS codes for measurements.
 - b. Checking fabrication drawings, bar-bending schedules and all other CONSULTANT/Structural details during construction.



- c. Carryout quality assurances checks & adhere to maintain quality reports and to submit along with running bills. Contractors shall be advised to conduct all the Material tests as applicable shall be done at third party laboratories.
- d. Project work shall be executed as per drawings & specifications and should also ensure completion of job, quality expectations, within sanctioned cost outlay of the project.
- e. Rendering timely advice for implementing special measures for effecting cost/quality/time benefit for the project.
- f. Interact & Liaise with BNPM to understand, integrate and link the services.
- g. Check and inspect testing of materials and work as required. If so required, testing and checking of manufactured items have to be carried out at the manufacturer's Factory as per provision.
- h. Checking and Certification of contractors running and final bills of the works executed for the purpose of payment to be released to the construction agencies.
- i. To reply and settle the observations/objections/paras (if any) of the Auditor any other checking/ investigating agency of the Govt.
- j. For all contracts awarded by BNPM pertaining to the scope of CONSULTANTS the payment will be recommended by CONSULTANTS for BNPM, and the BNPM shall not be responsible and liable for any liabilities and defaults of CONSULTANTS with any other third party. Ensure all statutory inspections and checks.
- k. CONSULTANTS would be responsible to have all mandatory tests on materials carried out at various stages as per applicable codes of Bureau of Indian Standards & maintain such records. Exception reports for failure of tests (if any) along with remedial/corrective action

C. Post Construction Stage:

During this phase, the activities are likely to be as under:

- a. Settlement of all accounts of the contractors.



- b. Witness testing & commissioning of all works and certify the same.
- c. Provide adequate engineering and supervisory staff for periodical inspection of works.
- d. Settling the Audit Observations and Arbitration cases etc, if any.
- e. Provide all documents/reports/statements of facts/counter statements of facts for settling Audit observations and arbitrate on the BNPM and providing necessary support as may be required by the BNPM from time to time.
- f. At the end of each financial year and after the execution of the work an expenditure and utilization certificate will be forwarded by CONSULTANTS, duly audited by its finance, in an approved format.
- g. To ensure proper performance of all activities regarding construction of the projects, The CONSULTANTS shall have the required dedicated personnel for the project after the approval of BNPM so that they are available for interaction all the time. No site personnel shall be transferred/ withdrawn without the consent of the BNPM. Similarly prior to induction new personnel on the Project site, the approval of BNPM shall be obtained.
- h. Checking and inspection of quality of materials and workmanship, deployment of labour force of the contractor and giving suitable instructions for proper execution of works.
- i. Certification of Quality, measurements & bills of all contractors/agencies/vendors as per the relevant IS codes.
- j. Final inspection, checking/supervision of testing, commissioning of various activities and assist BNPM in taking over of various parts of works and of various systems.

D. Other Responsibilities of CONSULTANTS

- a. Settlement of all accounts of the contractors including reconciliation of materials supplied to the contractors if any.



- b. Recommending Quantity Variation items, NT items for the works executed by adopting standard rate analysis methodology as per CPWD/KPWD/market analysis etc. also certification at the time of billing. Prior approval of BNPM to be obtained for the above.
- c. CONSULTANTS will ensure all possible mandatory tests at site.

E. Other terms and Conditions

- a. CONSULTANTS is expected to ensure that men of proven ability and adequately qualified are only employed at site and they work diligently. In case, BNPM finds any Engineer/s not up to the mark, CONSULTANTS will have to withdraw him / them from site and replace him / them by posting new one/s in his / their position. BNPM reserves the right to remove such personnel and ask for a substitute of required caliber. In case an Engineer/s resigns from their employment, CONSULTANTS shall immediately provide a substitute of equivalent caliber. CONSULTANTS shall not make any changes in the personnel deployed by them on work site without prior permission.
- b. The CONSULTANTS shall furnish the list of Engineers with details of their qualifications, experience, etc., to the BNPM.
- c. The BNPM undertakes no responsibility in respect of any life, health, accident, travel and any other insurance for the personnel deployed by CONSULTANTS.
- d. The CONSULTANTS shall be responsible for any damage or loss on account of neglect of professional duty or conduct on the part of such staff or Engineers or others. To this effect, the CONSULTANTS shall indemnify BNPM.
- e. The CONSULTANTS shall not have any objection to Client maintaining any Engineering staff at its own cost at the site of work to carry out work and duties allotted to them by BNPM, in respect of all the work at site or other areas outside the scope of CONSULTANTS works for overall surveillance, security and verification.
- f. CONSULTANTS shall provide manpower at site timely and only experienced persons will be provided.



- g. BNPM shall not bear any costs i.r.o. Travelling, Halting allowances or any conveyances whatsoever. All these aspects shall be considered in quoting and shall bind to it.
- h. The CONSULTANTS should take the proper insurance policy for their employees deployed for the services once contract is awarded.

F. Sub-letting of professional services

No sub-letting of services shall be permitted by the BNPM. Under no circumstances the CONSULTANTS shall sublet the services.

G. Third Party Liability:

- a. The BNPM shall not be liable for any injury / death, caused to any official, employee, representative or agent of the CONSULTANTS or their consultants working at the site or damage to their properties for any reason whatsoever and BNPM shall not entertain any claim from any person on that behalf. It would be the responsibility of the CONSULTANTS to get their officials, employees, representatives, agents or their consultants insured against the possible risks involved in the discharge of their duties at the work site.

H. Extension of Time

- a. If the CONSULTANTS desires an extension of time for the completion of the work on the grounds of CONSULTANTS having been unavoidably hindered in its execution or any other ground, CONSULTANTS shall apply in writing to the BNPM within 30 days of the date of the hindrance on account of which CONSULTANTS desires such extensions as aforesaid and BNPM shall, if in opinion reasonable (Which shall be final) there after authorize such extension of time, if any, as may in his opinion be necessary or proper.

I. Exclusions:

- a. All exclusions if any not included in the scope of work should be spelt out in the offer which will be subjected to review by the BNPM.

J. CESSATION OF CONSULTANTS'S RESPONSIBILITIES, DEFECT LIABILITY PERIOD



- a. Upon CONSULTANTS Guarantees and Liabilities referred to in this CONTRACT having been or being deemed to have been satisfied upon expiry of twelve months from the DATE OF ACCEPTANCE, and settlement of arbitrations/disputes(if any) whichever occurs later, all responsibilities of CONSULTANTS under this CONTRACT shall be deemed to have been discharged.

K. GOVERNMENT LEVIES

- a. CONSULTANTS remuneration shall be inclusive of statutory levies, such as all taxes and duties, etc. as applicable on CONSULTANTS from time-to-time. The consultant shall be reimbursed these prevalent taxes and any other future tax including revision in the Service Tax imposed by central/state Govt. on actual, subject to submission of proof of payment of such taxes.

L. INDEMNITY

- a. CONSULTANTS shall hold harmless and indemnify the BNPM, against any claims or liability, insurances etc. because of personal injury including death of any employee of CONSULTANTS or of contractor employed by CONSULTANTS and arising out of or in consequence of the performance of this CONTRACT. **(To be submitted in company's letter head along with technical bid)**
- b. BNPM shall not be responsible for any loss or damage to property of any kind belonging to CONSULTANTS or its employees, servants or agents or of contractor engaged by CONSULTANTS or contractor's employees. **(To be submitted in company's letter head along with technical bid)**

M. FORCE MAJEURE

- a. Any delay in or failure of performance by a PARTY shall not constitute default here under or give rise to any claims for damages against said PARTY if and to the extent caused by reasons which are beyond the control of the said PARTY, including but not limited to acts of God, strikes or other concerted acts of workman, power cuts, fires, floods, explosions, riots, war (declared or undeclared), rebellion, sabotage, extraordinary severe weather, civil commotion and criminal acts of third parties.
- b. Both PARTIES shall keep a record of the circumstances referred to above which are responsible for causing delays in the execution of the project.



- c. c) If the execution of the project is likely to be delayed by or as the result of one or more of the circumstances referred to in Article above hereof, BNPM and CONSULTANTS shall discuss the situation with a view to find the means to minimize the impact and effect of such circumstances and to reduce the costs and expenses which the PARTIES or either of them may incur.
- d. The parties agree herein that in the event of the Force Majeure conditions, the period of the Contract shall be extended accordingly for the duration/period for which such conditions exist.
- e. No failure or delay by either PARTY in enforcing any right, remedy, obligations or liability in terms of the CONTRACT shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the PARTY and notwithstanding such failure or delay, the PARTY shall be entitled at any time to enforce such right, remedy obligation or liability, as the case may be, subject to Limitations Act.

N. TERMINATION

- a. The BNPM may terminate the CONSULTANTS contract due to any non-performance by CONSULTANTS.
- b. If the CONSULTANTS fails to perform any of its obligations under this agreement or if BNPM is dissatisfied with the services of the CONSULTANTS, BNPM may issue seven days written notice intimating the CONSULTANTS of their failures or deficiencies and calling upon CONSULTANTS to rectify within such time as may be specified in the notice and if the CONSULTANTS fails to perform such obligation or make good such deficiencies as pointed out to the CONSULTANTS in the notice, BNPM may terminate the services of CONSULTANTS under this agreement.
- c. In the event of termination pursuant to Article above hereof, CONSULTANTS shall carryout any reasonable instructions of BNPM in connection with such termination. The decision of the BNPM shall be final and binding on the CONSULTANTS.
- d. BNPM may also terminate the CONSULTANTS 's services hereunder:
 - I. If the firm is adjudged a bankrupt or
 - II. If the firm make a general assignment for the benefit of their creditors or
 - III. If a receiver is appointed on account of their insolvency or
 - IV. They disregard law, ordinances, rules, regulations or orders of any public authority having jurisdiction on the works



- e. If CONSULTANTS commits breach of any of the terms and condition of this contract.
- f. Termination of this CONTRACT shall not relieve either PARTY of their obligations imposed by this CONTRACT with respect to the SERVICES performed by either PARTY prior to such termination.
- g. In the event of termination pursuant to Article above here of, BNPM shall pay to CONSULTANTS for all the SERVICES performed by CONSULTANTS upto the stage of work executed immediately before termination.
- h. In case due to any circumstances, the BNPM decides to curtail the scope of work or totally abandon the work, the payment to the CONSULTANTS would be made upto the stage of work executed by them immediately before taking such a decision.
- i. The termination shall be without prejudice to all rights, liabilities and remedies that have arisen or accrued till date of such termination or that may arise on account of such termination and BNPM may get the project completed by whatever method they may deem expedient. In such case, the CONSULTANTS shall not be entitled to receive any further payment, if due, until the loss damage or expense incurred by BNPM due to breach of this agreement by CONSULTANTS have been settled by them.
- j. In case the CONSULTANTS abandons the work during the course of the project, the BNPM has the right to appoint an alternate CONSULTANTS or make an arrangement for carrying out the work of CONSULTANTS, at the risk and cost of the CONSULTANTS.

O. LIQUIDATED DAMAGES FOR DELAYS & NON-PERFORMANCE BY CONSULTANTS

- a. If the CONSULTANTS is not able to execute in the stipulated time frame, which results in overall delay in completion of the project then it will amount to non-performance by CONSULTANTS. In the event of BNPM is of opinion that CONSULTANTS is not performing in accordance with the condition laid down in the agreement, then BNPM shall impose damages on the CONSULTANTS @ half percent of the project cost of the total fees per week of delay limited to maximum of 10% of the total actual fees payable. The decision of the BNPM will be final & binding on this account.

P. PAYMENT TERMS

- a. The fees for consultancy services shall be payable based on progress and running bills raised by the contractor proportionately.



- b. Milestones/Running bill of contractors shall be as per respective work orders/agreements.
- c. On any case, if the project does not proceed then no payment shall be made and if projects standstills in midway due to any administrative reasons, the payment shall be effected proportionately.
- d. If the cost of project exceeds the Work order value, no additional payment shall be made. Quote price shall remain firm till the completions of projects.

Q. Additions and alterations:

- a. The BNPM shall have the right to request in writing to the CONSULTANTS for additions alterations, modifications or deletions in any part of the work and to request in writing for additional work in connection therewith and the CONSULTANTS shall comply with such requests without any extra cost. CONSULTANTS in such cases will do this additional work &
- b. CONSULTANTS shall not make any material deviation, alteration, addition to or omission from the work shown and described in the contract document except without first obtaining the written consent of the BNPM.

R. RESOLUTION OF DISPUTES

- a. If dispute or difference of any kind shall arise between BNPM and the CONSULTANTS 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 CONSULTANTS may seek recourse to settlement of disputes through arbitration as per The Arbitration and conciliation Act 1996 as per following clause.
- b. 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 Mysore and it shall be conducted in English language.

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



SECTION V – QUALIFICATION/ ELIGIBILITY CRITERIA

Category	Eligibility Criteria	Documents required in support of eligibility criteria
General	a) Bidder* (Individual/ firm/ company/ corporate / LLP / HUF / limited company) intending to bid should be bonafide, experienced, technically competent, resourceful and financially sound to carry out the assigned order. *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)	Company's registration / Certificate of incorporation/Partnership Deed/Any other registration certificate as applicable Signed & Stamped Annexure - A on company's letter head.
	b) Bidder should have valid GST registration certificate	Copy of GST certificate
	c) Bidder should have valid PAN card.	Copy of PAN card
	d) Bidder should have not been blacklisted / debarred by BRBNMPL/ SPMCIL/ BNPMIPL/ Government of India.	Declaration as per Annexure-B on company's letter head duly Signed & with company Stamp to be submitted
Experience & Past Performance	Bidder should have successfully completed /Provided similar Consultancy services i.e. PMC/Billing/supervision & inspection /Quality & quantity audit for similar project as given below during the last 05 years as on 30.11.2024: a) One project costing not less than 88 lakhs. b) Two project costing 55 lakhs. c) Three project costing 44 lakhs. Note: Similar works refers to civil and structural works for Educational / Institutional / Residential / Industrial / Commercial Buildings, Roads etc.	Proof of having successfully completed similar works along with the work orders / performance Certificate/ Completion Certificate indicating 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 relevant document (Any other document such as GSTR-1 filing details/WCC etc. evidencing service provided)

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

- I) Bidder means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms, or companies), every artificial judicial person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person participating in a procurement process.
- II) "Bidder from a country which shares a land border with India" for the purpose of this order means: -
- a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary controlled through entities incorporated, established or registered in such a country, or



- c) An entity substantially controlled through entities incorporated, established or registered in such a country, or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An India (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

III) The beneficial owner for the purpose of (iii) above will be as under: -

- 1) In case of a company or limited liability partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercise control through other means.

Further explanation:

- a) "Continuing ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint majority of the director or to control the management or policy decision including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;
- 2) In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 5) In case of a trust, the identification of beneficial owners(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership

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

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

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

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



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

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

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

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

Vendor 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 Vendor firm. The credentials regarding experience and past performance to the extent required as per eligibility criteria submitted by Vendor 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



ANNEXURE -A

e- Tender No. BNPM/ OTE/446/2024-25 dated 27.12.2024

(To be submitted on the letterhead)

DECLARATION

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

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

ADDITIONAL CERTIFICATE:

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

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

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

Signature _____

Name-----

Designation-----

Date-----

Stamp of the Organization-----



ANNEXURE -B

e- Tender No. BNPM/ OTE/446/2024-25 dated 27.12.2024

(To be submitted on the letterhead)

DECLARATION

We do hereby declare that,

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

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

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

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

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

Signature _____

Name-----

Designation-----

Date-----

Stamp of the Organization-----



Annexure C

e-Tender No. BNPM/ OTE/446/2024-25 dated 27.12.2024

(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-----



Annexure D

e-Tender No. BNPM/ OTE/446/2024-25 dated 27.12.2024

(To be submitted on Company letterhead)

a. Experience Detail

Sr No.	Purchase Order/Work Order/ Contract No & Date	Name of the client issuing the respective order/ contract	Description of work	Completion schedule	Documentary evidence of completion of order/contract
1					
2					
3					

Signature _____

Name-----

Designation-----

Date-----

Stamp of the Organization-----



SECTION VI: QUALITY CONTROL REQUIREMENTS & COMPLIANCE STATEMENT

A) Technical Compliance Statement:

Schedule No.	Brief Description of Goods / Services	Tentative Quantity (with unit)	Whether agreed by the bidder	Deviation if any
1	Consultancy charges for the CSR project: Construction of Goshala at Suttur, Mysore. Refer scope of the work.	Lumpsum		
2	Consultancy charges for the CSR project: Providing CC Road and Drain at Mannekote Village, Challakere, Chitradurga. Refer scope of the work.	Lumpsum		

B) Commercial Compliance Statement

Sl. No.	Features	Requirements of BNPMIPL, Terms & conditions	Whether Agreed by the firm	Deviation, if any
1	Contract Period	As mentioned in Sl.No.02 of Section II	Yes agreed	
2	DLP	As mentioned in Sl.No.03 of Section II	Yes agreed	
3	Security Deposit	As mentioned in Sl.No.04 of Section II	Yes agreed	
4	Payment Terms	As mentioned in Sl.No. P of Section IV	Yes agreed	
5	Risk Purchase	As mentioned in Sl No.15 of Section II	Yes agreed	
6	No. of pages	Total number of pages in Technical Bid		



SECTION VII- 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



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

(A/c No. Bank Note Paper Mill India Pvt Ltd, A/c No. : 05230350002465, IFSC Code: HDFC0000523,
Branch: Richmond Road Bangalore)





SECTION VIII: PRICE BID FORMAT (TO BE FILLED ONLINE THROUGH E-TENDER PORTAL)

Dear Sir,

Sub: Price bid for Hiring of Consultancy Services for Third party Quality and Quantity certification of civil Construction projects under BNPM CSR scheme for the year 2024-25.

Ref: Tender No: BNPM/OTE/446/2024-25 dated 27.12.2024

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

	BANK NOTE PAPER MILL INDIA PRIVATE LIMITED				
Registered & Corporate office: Administrative Office Building Paper Mill Compound, Entry Gate 1, Note Mudran Nagar, Mysore – 570003					
e-Tender No.: BNPM/OTE/446/2024-25 Dated: 27.12.2024					
Schedule of Price (Financial Bid)					
Name of Work: Tender for Hiring of Consultancy Services for Third party Quality and Quantity certification of civil Construction projects under BNPM CSR scheme for the year 2024-25					
Name of the Firm					
SI NO	Description	Unit	Rate	Amount in Rs	
1	Consultancy charges for the CSR project: Construction of Goshala at Suttur, Mysore Refer scope of the work.	Lump sum			
2	Consultancy charges for the CSR project: Providing CC Road and Drain at Mannekote Village, Challakere, Chitradurga. Refer scope of the work.	Lump sum			
Total (without taxes)					
SAC CODE		GST			
Total Inclusive of all taxes					
Note : GST is to be quoted in the column provided in amount (not percentage).					

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

Seal ()
Name
Signature with Date

Note: i) Price should be quoted exactly as per the format given above; Price bids with conditions / Counter



conditions are liable for rejection.

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

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

