



Bank Note Paper Mill India Private Limited
Registered & Corporate office: Administrative Building,
Paper Mill Compound, Note Mudran Nagar,
Mysuru- 570003, Karnataka, India

Standard Biding Document (SBD)

Not Transferable

E-Tender Document for clearing and freight forwarding service on anual rate contract at BNPM – Mysore Site.

E-Tender No. BNPM/TEN/C&F/374/2017-18 dt. 18.01.2018

The Tender Document contains 106 Pages

The Tender Document is sold to

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Details of Contact person in BNPM regarding this tender

Name: Alok Kumar

Designation: Deputy General Manager

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Paper Mill Compound,
Note Mudran Nagar, Mysuru- 570003, Karnataka, India
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Website: www.bnpmindia.com



BNPM/TEN/C&F/
374/2017-18 dt.
18.01.2018

BANK NOTE PAPER MILL INDIA PRIVATE LIMITED

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MASTER INDEX

TO

STANDARD BIDDING DOCUMENT

BANK NOTE PAPER MILL INDIA PRIVATE LIMITED, MYSURU



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| I. | BNPM/TEN/C&F/374/2017-18 dt. 18.01.2018 | Notice Inviting Tender (NIT) |
| II. | GIT | General Instructions to Tenderers |
| III. | SIT | Special Instructions to Tenderers |
| IV. | GCC | General Conditions of Contract |
| V. | SCC | Special Conditions of Contract |
| VI. | LOR | Scope of work |
| VII. | TS | Technical Specifications- Not Applicable |
| VIII. | QCR | Quality Control Requirements- Not Applicable |
| IX. | QC | Qualifying Criteria |
| X. | TF | Tender Form/ Acceptance of Terms & Conditions |
| XI. | PS | Price Schedule |
| XII. | QUEST | Questionnaire |
| XIII. | BG-EMD | Bank Guarantee Form for EMD- |
| XIV. | MAF | Manufacturer's Authorization Form- Not Applicable |
| XV. | BG-PS | Bank Guarantee Form for Performance Security- |
| XVI. | CF | Contract Form- Not Applicable |
| XVII. | LOA | Letter of Authority for attending Bid Opening |
| XVIII. | SA | Shipping Arrangements for Liner Cargoes |
| XIX. | PBP | Proforma of Bills for Payment- NOT APPLICABLE |
| XX. | APQ | Application- Pre-qualification- |
| XXI. | IP | Proforma for Integrity Pact - NOT APPLICABLE |

BANK NOTE PAPER MILL INDIA PRIVATE LIMITED
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www.bnpmindia.com

(Name, address, telephone no., Fax, e-mail, website etc. of the Unit)

BNPM/TEN/C&F/374/2017-18 Dated 18.01.2018

1. E-Tenders are invited in two parts (Techno-commercial & Financial) from eligible and qualified tenderers to provide the clearing and forwarding services for imported goods including ocean/airfreight, customs clearance, inland transportation to BNPM Mysuru site.

| Sr. No. | Brief description of services | Quantity in | Earnest Money |
|---------|---|---------------|--|
| 1 | Clearing and forwarding services for imported goods including Ocean/Airfreight, customs clearance and inland transportation to BNPM Mysuru site | Rate Contract | Rs.2,70,000/- (two Lakhs Seventy Thousand) |

| | |
|--|--|
| Tender Number | BNPM/TEN/C&F/374/2017-18 Dated 18.01.2018 |
| Type of Tender (Two Bid) | Two Bid |
| Price of the tender Documents | Rs.5000/- + Taxes (for e-Tender) |
| Bid Submission Mode | Through e-tendering portal www.tenderwizard.com/BNP |
| Pre-Bid Meeting | 12.03.2018, 1100 Hrs at Bank Note Paper Mill India Pvt. Ltd. |
| Closing date and time for submission of bids along with supporting documents through e- tendering portal | 26.03.2018, 1500 hours |
| Opening date and time for submission of bids along with supporting documents through e- tendering portal | 26.03.2018, 1600 hours |
| Nominated Person/Designation to receive the bulky tender (Clause 21.1 of GIT) | Mr. Bhoodhar Prasad Kewat (AM-SCM) Email: bhoodhar@bnpmindia.com T-0821-2401-174 |

2. 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.

3. Non-refundable Tender fee is Rs.5000/- per set plus applicable taxes. The payment shall be made through Electronic mode only.
4. 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.
5. For details, registration and e-payment, please visit e-tendering website www.tenderwizard.com/BNP or contact e-tendering Helpdesk at 080-49352000 / Mr. Nagesh/ M- 09686115324.
6. The NIT Form with standard tender documents will be accessible in the e-Tendering website (viz www.tenderwizard.com/BNP).
7. Class III Digital Signature Certificate (DSC) is mandatory to participate in e-Tenders.
8. 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.
9. 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.
10. For those tenderers whose technical bids do not satisfy the eligibility criteria, their financial Bids will not be opened.
11. The tender shall contain two bid systems each of whose contents shall be as follows.

Pre-qualification Bid & Techno-commercial Bid should consist of clearly visible scanned copy of:

- I. Bid forwarding letter
- II. Power of Attorney in favour of the person who has signed the bid on stamp paper of appropriate value.
- III. Documents to establish conformity with Bidder's Qualification / Eligibility criteria.
- IV. GST registration, Scheduled bar chart, proposed organization chart.
- V. Cost of tender documents
- VI. Deviations from GCC, SCC, SIT, GIT, if any
- VII. Blank copy (Without price) of Schedule of price duly signed & stamped on each page

The bidder should submit the "Prequalification Bid & Techno-Commercial bid" in

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E-tendering portal Financial Bid shall contain.

- i) Schedule of Prices duly filled in.

The bidder should submit the- “Financial Bid” in e-tendering portal.

12. Tenderers shall ensure that their tenders, duly signed, complete in all respects as per instructions contained in the Tender Documents, should be uploaded in e-tendering portal (www.tenderwizard.com/BNP) only.
13. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organisation, the tenders will be sold / received / opened on the next working day at the appointed time.
14. The tender documents are not transferable.

Yours Faithfully,

(Alok Kumar)
Deputy General Manager



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| | GENERAL INSTRUCTIONS TO TENDERER | SHEET 1 OF 26 |

PART 1: GENERAL INSTRUCTIONS APPLICABLE TO ALL TYPES OF TENDERS

A. PREAMBLE

1. Introduction

- 1.1. Definitions and abbreviations which have been used in these documents shall have the meanings as indicated in GCC.
- 1.2. For convenience, whole of this Standard Bidding Document (including all sections) is written with reference to Procurement of Goods Tenders. However this SBD would be utilized for all types of Tenders e.g. EOI, PQB, Rate Contract, Tenders involving Samples, Sale/Disposal of Scrap Material and Development/indigenization etc., Procurement of Services etc. Therefore the construction of all clauses are to be interpreted in the context of particular type of tender beyond the letter of the clause, read with the additional clauses for the specific type of tenders in Part II GIT/GCC.
- 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



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

4. Eligible Goods and Services

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

5. Tendering Expense

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

B. TENDER DOCUMENTS

6. Content of Tender Documents

6.1 The tender documents include:

1. Section I - Notice Inviting Tender (NIT)
2. Section II - General Instructions to Tenderers (GIT)
3. Section III - Special Instructions to Tenderers (SIT)
4. Section IV - General Conditions of Contract (GCC)
5. Section V - Special Conditions of Contract (SCC)
6. Section VI - List of Requirements
7. Section VII – Technical Specifications
8. Section VIII - Quality Control Requirements
9. Section IX - Qualification/Eligibility Criteria
10. Section X - Tender Form
11. Section XI - Price Schedule
12. Section XII - Questionnaire
13. Section XIII - Bank Guarantee Form for EMD
14. Section XIV - Manufacturer's Authorization Form
15. Section XV - Bank Guarantee Form for Performance Security
16. Section XVI - Contract Form



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17. Section XVII - Letter of Authority for attending a Bid Opening
18. Section XVII - Shipping Arrangements for Liner Cargoes
19. Section XIX - Proforma of Bills for Payments
20. Additional conditions of works contract
21. Application for pre-qualification
22. Proform for Integrity Pact

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

7. Amendments to Tender Documents

- 7.1. At any time prior to the deadline for submission of tenders, BNPM may, for any reason deemed fit by it, modify the tender documents by issuing suitable amendment(s) to it.
- 7.2. Such an amendment will be notified in writing by registered/ speed post or by fax/ telex/ e-mail, followed by copy of the same by suitable recorded post to all prospective tenderers, which have received the tender documents and will be binding on them.
- 7.3. In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, BNPM may, at its discretion, extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

8. Pre-Bid Conference

If found necessary, a proposal to call for a pre-bid conference may be put-forth in the SIT, for clarification/amendment to Technical specifications/techno-commercial conditions in two bid tender.

9. Clarification of Tender Documents

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

C. PREPARATION OF TENDERS



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10. Documents Comprising the Tender

10.1. The tender to be submitted by Tenderer shall contain the following documents, duly filled in, as required:

- a) Tender Form and Price Schedule along with list of deviations (ref Clause 19.4) from the clauses of this SBD, if any.
- b) Documentary evidence, as necessary in terms of GIT clauses 3 and 16 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- c) Documents and relevant details to establish in accordance with GIT clause 17 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the tender documents along with list of deviations if any (ref clause 17.3 of GIT).
- d) Earnest money furnished in accordance with GIT clause 18.1.
- e) Questionnaire as per Section XII.
- f) Manufacturer's Authorization Form (ref Section XIV, if applicable)

NB: The tenderers may also enclose in their tenders, technical literature and other documents as and if considered necessary by them.

10.2. A tender, that does not fulfil any of the above requirements and/ or gives evasive information/ reply against any such requirement, shall be liable to be ignored and rejected.

10.3. Tender sent by fax/email/ telex/ cable shall be ignored.

11. Tender currencies

11.1. Unless otherwise specified, the tenderer shall quote only in Indian rupees.

11.2. Where the tender condition specifies acceptance of quotations in different currencies, then, for domestic goods, prices shall be quoted in INR only and for imported goods, prices shall be quoted either in INR or in the currency stipulated in the SIT, mentioning, inter-alia, the exchange rate adopted for converting foreign currency into INR. As regards price(s) for allied services, if any, required with the goods, the same shall be quoted in Indian Rupees if such services are to be performed 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 Section XI all the specified components of prices shown therein including the unit prices and



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

- 12.2.** If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.
- 12.3.** The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules under Section XI.
- 12.4.** While filling up the columns of the price schedule, the following aspects should be noted for compliance:
- 12.5.** For goods offered from within India, the prices in the corresponding price schedule shall be entered separately in the following manner:
- a) The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable including all taxes and duties like sales tax, VAT, custom duty, excise duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc.
 - b) Any taxes/duties including excise duty, which will be payable on the goods in India if the contract is awarded.
 - c) Charges towards inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and
 - d) The price of incidental services, as and if mentioned in List of Requirements.
- 12.6.** 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.



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12.7. Additional information and instruction on Duties and Taxes:

If the Tenderer desires to ask for excise duty, sales tax, custom duty etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

12.8. Excise Duty:

- 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 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 sch _____ y of



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reduction in price and advise the purchaser accordingly."

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

12.11. Octroi and Local Taxes:

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

12.12. Duties/ Taxes on Raw Materials

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

12.13. Imported Stores not liable to Above-mentioned Taxes and Duties:

Above mentioned Taxes and Duties are not leviable on imported Goods and hence would not be reimbursed.

12.14. Customs Duty:

In respect of imported stores offered from abroad, the tenderer shall specify the rate as well as the total amount of customs duty payable. The tenderer shall also indicate the corresponding Indian Customs Tariff Number applicable for the goods in question.

- 12.14.1. For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 11 shall be followed.
- 12.14.2. For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 12 shall be followed.
- 12.14.3. Unless otherwise specifically indicated in this tender document, the terms FOB, FAS, CIF etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris
- 12.14.4. The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 12} is for the purpose of comparison of the tenders by BNPM and will no way restrict BNPM's right to award the contract on the selected tenderer on any of the terms offered.



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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 it will be



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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

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 Section XIV 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 Section IX 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 es



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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 a chart form without ambiguity along with justification, and provide the same along with its tender.
- 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. The earnest money is required to protect BNPM against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 23.23.2 below.
- 18.2. The 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 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 as the case may be).
- 18.3. The earnest money shall be denominated in Indian Rupees.
- 18.4. 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)

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 under Section XIII 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.



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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".



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- 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 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 11 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 11 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 a) _____ ne on



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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 deadline 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 11 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 Section XVII of the corresponding tenderers. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.

24.3. During the tender opening, the tender opening official(s) will read the salient features of the tenders like description of the goods offered, price, special discount if any, delivery period, whether earnest money furnished or not and any other special features of the tenders, as deemed fit by the tender opening official(s).

24.4. In-case of two bid system mentioned in clause 20.8 above, the technical bids are to be opened in the first instance, at the prescribed time and date. These bids shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the tender document. Thereafter, in the second stage, the financial bids of only the technically acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation. Other financial bids would be returned unopened to the respective bidders under Registered AD/ Reliable Courier or any other mode with proof of delivery.

F. SCRUTINY AND EVALUATION OF TENDERS



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25. Basic Principle

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

26. Preliminary Scrutiny of Tenders

26.1. The tenders will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender document. The tenders, that do not meet the basic requirements, are liable to be treated as unresponsive and ignored.

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

- 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.



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28. Discrepancy in Prices

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

29. Discrepancy between original and copies of Tender

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

30. Clarification of Bids

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

31. Qualification/ Eligibility Criteria

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

32. Conversion of tender currencies to Indian Rupees

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



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33. Schedule-wise Evaluation

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

34. Comparison on CIF Destination Basis

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

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

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

- 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
- 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 if the contract is awarded on the tenderer.

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

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

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

36. Tenderer's capability to perform the contract

36.1 BNPM, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and



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capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.

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

37. Cartel Formation (Pool Rates)

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

38. Negotiations

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

39. Contacting BNPM

- 39.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact BNPM for any reason relating to this tender enquiry and/or its tender it should do so only in writing.
- 39.2 It will be treated as a serious misdemeanour in case a tenderer attempts to influence BNPM's decision on scrutiny, comparison, evaluation and award of the contracts. In such a case the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by BNPM, in terms of clause 44 of GIT.

G. Award Of Contract

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

41. Award Criteria

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



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42. Variation of Quantities at the Time of Award

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

43. Parallel Contracts

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

44. Serious Misdemeanours

44.1 Following would be considered serious misdemeanours:

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

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

45. Notification of Award

45.1 Before expiry of the tender validity period, BNPM will notify the successful tenderer(s) in writing, by registered/speed post or by fax/email I telex/ cable (to be confirmed by registered/speed post that its tender for goods & services, which have been selected by BNPM, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to BNPM the required performance security within twenty one days from the date of this notification. Relevant details about the performance security have been provided under GCC Clause 6 under Section IV.

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

46. Issue of Contract

46.1 Within seven working days of receipt of performance security, "BNPM" send



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the contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.

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

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

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

48. Return of EMD

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

49. Publication of Tender Result

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

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

50. Rate Contract Tenders-

- 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



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purchase the same item through ad hoc contract with a new supplier.

- h) Usually, the terms of delivery in rate contracts are FOR dispatching station.
- i) Supply orders, incorporating definite quantity of goods to be supplied along with all other required conditions following the rate contract terms, will be issued by nominated Direct Demanding Officers (DDO) for obtaining supplies through the rate contract.
- j) BNPM is entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will be affected beyond the validity period of the rate contract, all such supply will be guided by the terms & conditions of the rate contract.
- k) The rate contract will be guided by "Fall Clause" as described below.

50.2 Fall Clause

If the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods, following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly. Any violation of the fall clause would be considered a serious misdemeanour under clause 44 of the GIT and action, as appropriate, would be taken as per provision of that clause.

50.3 Performance Security

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

50.4 Renewal of Rate Contracts

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

51. Prequalification Bidding

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



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

52. Tenders involving Samples-

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

52.2 Purchaser's Samples:

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

52.3 Pre-Production Samples:

If stipulated in SIT, successful contractor would be required to submit a Pre-Production sample(s) to the Inspecting Officer/ or the nominated authority mentioned in the contract within the time specified therein. If the Contractor is unable to do so, he must apply immediately to the Office issuing the acceptance of tender for extension of time stating the reasons for the delay. If the Purchaser is satisfied that a reasonable ground for an extension of time exists, he may allow such additional time as he considers to be justified (and his decision shall be final) with or without alteration in the delivery period stipulated in the contract and on such conditions as he deems fit. In the event of the failure of the Contractor to deliver the pre-production sample by the date specified in the acceptance of tender or any other date to which the time may be extended as aforesaid by the Purchaser or of the rejection of the sample, the Purchaser shall be entitled to cancel the contract and, if so desired, purchase or authorize the purchase of the stores at the risk and cost of the Contractor (unless specified otherwise in the SIT). In such an event, in case of Security Items where urgency develops due to such delays, BNPM reserves its right to procure not more than one year's requirement against this "Risk & Cost" tender from existing pre-qualified and security cleared firms. Bulk production and supply will only be allowed if this sample(s) pass the Tests laid down in the "Quality Control Requirements" in the tender.

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 tender.

52.5 Validation/ Prolonged Trials



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If specified in SIT or in the Section VIII- "Quality Control Requirements" in the tender, pre-production samples may have to undergo validation or extended trial before their performance can be declared satisfactory.

52.6 Parameters Settings and duration of Validation Tests would be indicated in Section VIII - "Quality Control Requirements". It would also stipulate the period or event marking end of validation trials. It would also be indicated therein whether the Permission to start bulk production will have to wait full validation or it can go on in parallel.

53. Expression of Interest (EOI) Tenders:

53.1 EOI tenders are floated for short listing firms who are willing and qualified for: -

a) Registration of Vendors for Supply of particular Stores or certain categories of Stores.

b) Development of new items or indigenization of Imported stores

53.2 The qualification /eligibility criteria required and the format of submission of such Data would be indicated in the "Qualification Criteria" in tender.

53.3 Objectives and scope of requirement would be indicated in the Section VI - "List of Requirements" in the SBD. Indicative quantity required yearly and its future requirements would also be indicated.

53.4 In case of EOI for Development of new Items or for indigenization, prospective firms would be given opportunity to inspect the Machine/ Item at the place of installation at the place, dates and time mentioned in SIT.

53.5 In case EOI is for registration of vendors, Registration Fees and validity period of registration would be detailed in the SIT.

53.6 Short List of Suppliers: The suppliers shall be evaluated for short listing, inter-alia, based on their past experience of supplying goods in similar context, financial strength, technical capabilities etc. Each supplier will be assigned scores based on weightages assigned to each of the criteria mentioned in the Section IX- "Qualification Criteria" in the SBD.

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. Section IX - "Qualification Criteria" may alternatively specify minimum qualifying requirement for each of the criteria i.e. minimum years of experience, minimum number of assignments executed, minimum turnover etc. Under such circumstances, all suppliers who meet the minimum requirement, as specified, will be short listed.

53.9 In case of EOI for registration of vendors, registration letters would be issued to the shortlisted tenderers.

53.10 In case of EOI for development/ indigenization, these shortlisted would



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only be allowed to participate in the subsequent development/ indigenization tenders.

54. Tenders for Disposal of Scrap:

54.1 Introduction:

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

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

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

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

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

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

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

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

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



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54.3 Submission of Offer:

- 54.3.1 Unless specified otherwise in the SIT, tenders shall hold good for acceptance for a minimum period of 90 days (ninety days) from the date of opening of the tenders. The offers of the tenderers shall be irrevocable.
- 54.3.2 BNPM reserves right to reject any offer without assigning any reason therefore.
- 54.3.3 Unless otherwise stated in the SIT, the amount of EMD in such tenders would be 5% of the value of the tender. The Earnest Money shall be forfeited if the tenderer unilaterally withdraws amends, impairs or derogates from his offer in any respect within the period of validity of his offer.
- 54.3.4 If the offer of the tenderer is not accepted by the BNPM, the Earnest Money deposit made by the tenderer shall be refunded to him. No interest shall be payable on such refunds. The EMD deposited by the successful tenderer shall remain with the BNPM till payment of the security deposit (SO) money, as stipulated in relevant Clause, has been made. It may be adjusted as part of the total SO money at the discretion of the BNPM.
- 54.3.5 Commercial tax/terminal tax, Octroi, municipal tax or any other taxes/duties etc. whatever in force shall be payable extra by the purchaser as per rules applicable to BNPM. Current and valid PAN and sales/commercial tax registration number wherever applicable must be provided in the Bid of the Tenderer.
- 54.3.6 All arrangement for lifting and transportation of scrap material, including manpower, crane, transport vehicle and trolley etc., if required shall be made by the purchaser concerned only and the BNPM shall not provide or help in providing any such arrangements and the rate quoted by the purchaser must include such and all incidental charges.
- 54.3.7 Registered dealers who are exempted from payment of Sales Tax must submit copies of their Registration certificate of concerned authority and shall be required to submit necessary form duly completed in all respect to BNPM or its representatives before obtaining delivery order, duly signed by the partner of the firm or the person authorized to do so.
- 54.3.8 Evaluation of tenders for Disposal of scrap will be done on similar basis as Tenders for Procurement of Goods, except that the selection of the bidders shall be on the basis of the highest responsive Bidder (H1). In case full quantity is not offered to be taken by the Highest Bidder, parallel contracts would be placed.

54.4 Notification of Acceptance and Award of Contract:

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



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representative, in form of Bank draft drawn on any nationalized or recognized bank in favour of same authority as mentioned above. In case of any, default to deposit balance payment, BNPM reserves right to terminate the contract and forfeit the security deposit.

54.5 Disposal Tenders for Security and Sensitive Machinery and Items:

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

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

55. Development and indigenization Tenders:

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

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

55.3 If specified in SIT, The Tenderers may quote separately for

a) Price/rate for bulk supply of item in development/indigenization supplies and

b) Separately, cost of development including cost of pre-production samples. Firms would be paid only for the number of samples specified in the Tender. If he has to manufacture more samples due to failure of earlier one, he would not be paid for it.

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

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

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

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

55.8 If specified in SIT, Advance and Intermediate Payment to Suppliers may be



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allowed.

55.9 Quantity for Development Commitment

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

55.10 Period of Development Commitment

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



The following Special Instructions to Tenderers will apply for this tender. These special instructions will modify/ substitute/ supplement the corresponding General Instructions to Tenderers (GIT) incorporated in tender. 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.

| Sl No | GIT Clause No | Topic | Substitution / Replaced by |
|-------|---------------|---------------------|----------------------------|
| 1. | 12.5 and 12.6 | Tender Prices | 1.0 |
| 2. | 35.0 | Evaluation Criteria | 3 |

1. TENDER PRICES:

Tenderer shall quote strictly as per the Schedule of Price format provided in the e-tender website.

2. TENDER VALIDITY:

Bids shall remain valid for a period of 3 month for acceptance from the date of tender opening. For any extension in validity required, purchaser shall seek in writing, the same from the bidder.

3. EVALUATION CRITERIA:

- (i) Techno-commercial bid/ Pre Qualification bid shall be opened together and however, the Techno-commercial bid of pre-qualified bidders who meets the eligibility criteria mentioned in section-IX 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. 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 overall L-1 basis. GST amount shall not be consider for evaluation.

4. EARNEST MONEY DEPOSIT (EMD):

EMD amount should be paid through electronic mode only i.e. through internet banking, credit card, debit card or bank guarantee.

5. Exemption from Payment of EMD:-

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).

6. SUBMISSION OF TENDERS:

Tenders shall be submitted electronically on BNPM e-tendering portal www.tenderwizard/BNP only.

7. Corrigendum/ Addendum, if any, including clarifications provided during pre-bid meeting shall be on Company's website www.bnpmindia.com and on e-tender website www.tenderwizard.com/BNP only.

8. TDS as applicable shall be deducted at source as prevailing guiding rules.

9. 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.

10. Due to change in circumstances, ordered quantity may be cancelled by giving 02 (Two) months advance notice.

Following clauses in GIT are not applicable.

| Sl No | GIT Clause No | Topic | Substitution / Replaced |
|-------|-------------------------|--|-------------------------|
| 1. | 12.2,12.3 & 12.6 | Tender Prices | Not Applicable |
| 2. | 13 | Indian Agent | Not Applicable |
| 3. | 14.3, 14.4, 14.5, 14.6, | Firm Price/ Variable Price | Not Applicable |
| 4. | 32 | Conversion of tender currencies to Indian rupees | Not Applicable |
| 5 | 43 | Parallel Contract | Not Applicable |
| 6 | 53 | Expression of Interest (EOI) Tenders | Not Applicable |
| 7. | 54 | Tenders for Disposal of Scrap | Not Applicable |
| 8. | 55 | Development and indigenization Tenders | Not Applicable |

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

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- b) Where so provided, the interim consignee at his premises or
- c) A carrier or other person named in the contract for the purpose of transmission to the consignee or
- d) The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.
- xi.) "Writing" or "Written" includes matter either in whole or in part in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal, as the case may be.
- xii.) Words in the singular include the plural and vice-versa.
- xiii.) Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- xiv.) The heading of these conditions shall not affect the interpretation or construction thereof.
- xv.) Terms and expressions not defined herein shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.
- xvi.) PARTIES: The parties to the contract are the "Contractor" and the "Purchaser", as defined above;
- xvii.) "Tender" means quotation/bid received from a firm/supplier.
- xviii.) "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant etc. which the supplier is required to supply to BNPM under the contract. Other homologous terms are: Stores, Materials etc.
- xix.) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- xx.) "Earnest Money Deposit" (EMD) means monetary guarantee to be furnished by a Tenderer along with its tender
- xxi.) "Performance Security" means monetary guarantee to be furnished by the successful Tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit or Performance Bank Guarantee.
- xxii.) "Consignee" means the person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that "another" person is the consignee, also



known as ultimate consignee.

- xxiii.) "Specification" or "Technical Specification" means the drawing/ document/ standard that prescribes the requirement to which product or service has to conform.
- xxiv.) "Inspection" means activities such as measuring, examining, testing, analyzing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- xxv.) "Day" means calendar day.

1.2. Abbreviations:

| Acronyms | Abbreviations |
|-------------|--|
| "AAEC" | means "Appreciable Adverse Effect on Competition" as per Competition Act |
| "BG" | Bank Guarantee |
| "BL or B/L" | Bill of Lading |
| "CD" | Custom Duty |
| "CIF" | Cost ,Insurance and Freight Included |
| "MD" | Managing Director |
| "CPSU" | Central Public Sector Undertaking |
| "CST" | Central Sales Tax |
| "DDO" | means Direct Demanding Officer |
| "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 |

| Acronyms | Abbreviations |
|---------------------------------------|---|
| "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 |
| Consultat/Engineer/Engineer in Charge | TATA Consulting Engineers Limited |
| "SSI" | Small Scale Industry |
| "ST" | Sales Tax |
| "VAT" | Value Added Tax |

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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

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.



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

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

4. Patent Rights

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

5. Country of Origin

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

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 Section XV 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 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 Section VII and VIII 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 Section VII and VIII 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 under Sections VII and VIII and in SCC under Section V, 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

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f) Supplier's name and address

9. Inspection and Quality Control

- 9.1 BNPM and/or its nominated representative(s) will, without any extra cost to BNPM, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. BNPM shall inform the supplier in advance, in writing, BNPM's programme for such inspection and also the identity of the officials to be deputed for this purpose.
- 9.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to BNPM's inspector at no charge to BNPM.
- 9.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, BNPM's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to BNPM and resubmit the same to BNPM's inspector for conducting the inspections and tests again.
- 9.4 In-case of re-inspection because of rejection of goods at first scheduled inspection due to non-conformity of goods to specifications or for any other reason attributable to the supplier, costs of the inspector(s), from second inspection onwards, towards travel & boarding shall be to vendor's account.
- 9.5 In case the contract stipulates pre-despatch inspection of the ordered goods at suppliers premises, the supplier shall put up the goods for such inspection to BNPM's inspector well ahead of the contractual delivery period, so that BNPM's inspector is able to complete the inspection within the contractual delivery period.
- 9.6 If the supplier renders the goods to BNPM's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to BNPM under the terms & conditions of the contract.
- 9.7 BNPM's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact



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that the goods have previously been inspected and cleared by BNPM's inspector during pre-despatch inspection mentioned above.

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

10. Terms of Delivery

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

11. Transportation of Goods

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

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

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

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

12. Insurance

- 12.1 Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:
- 12.2 In case of supply of domestic goods on CIF destination basis, the supplier shall be responsible till the entire stores contracted for arrives in good condition at the destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier in its own name and not in the name of BNPM or its Consignee.
- 12.3 In the case of FOB and C&F offers for import of Goods, insurance shall be arranged by the Purchaser. However, the supplier must give sufficient notice to the Purchaser prior to the date of shipment, so that the Insurance Cover for the



shipment can be activated. The Supplier must co-ordinate so as to ensure that the Shipment sails only with Insurance cover in place.

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

13. Spare parts

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

- a) The spare parts as selected by BNPM to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
- b) In case the production of the spare parts is discontinued :
 - i) Sufficient advance notice shall be given to BNPM before such discontinuation to provide adequate time to BNPM to purchase the required spare parts etc. &
 - ii) Immediately following such dis-continuation, the supplier shall provide BNPM designs, drawings, lay-outs & specifications of spare parts as required by BNPM free of cost.

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

14. Incidental services

- 14.1 Subject to the stipulation, if any, in the SCC under Section V and the Technical Specifications (Section VII), the supplier shall be required to perform any or all of the following services.

- a) Providing required jigs and tools for assembly, start-up and maintenance of the goods
- b) Supplying required number of operation & maintenance manual for the goods
- c) Installation and commissioning of the goods
- d) Training of BNPM's operators for operating and maintaining the goods
- e) Providing after sales service during the tenure of the contract
- f) Providing maintenance service after expiry of the warranty period of the

goods if so incorporated in the contract

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

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

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

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

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

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- 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 SCC.
- 16.3 In case of any claim arising out of this warranty, BNPM shall promptly notify the same in writing to the supplier.
- 16.4 Upon receipt of such notice, the supplier shall, within a reasonable span of time (or within the period, if specified in the SCC), repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on BNPM for such replaced parts/goods thereafter.
- 16.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/ replaced goods shall be extended to a further period of twelve months from the date such rectified/ replaced goods starts functioning to the satisfaction of BNPM.
- 16.6 If the supplier, having been notified, fails to rectify/replace the defect(s) within a reasonable period (or within the period, if specified in the SCC), BNPM may proceed to take such remedial action(s) as deemed fit by BNPM, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which BNPM may have against the supplier.

17. Assignment



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

18. Sub Contracts

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

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

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

19. Modification of contract

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

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

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

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

20. Prices

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 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.

22.7 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.

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

a) Original Invoice

b) Packing List

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

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

e) Manufacturer's test certificate

- f) Performance/ Warrantee Bond
- g) Certificate of Insurance
- h) Bill of landing/ Airway bill/ Rail receipt or any other dispatch document, issued by a government agency (like postal department) or an agency duly authorized by the concerned ministry/department
- i) Consignee's Certificate confirming receipt and acceptance of goods
- j) Dangerous Cargo Certificate, if any, in case of Imported Goods.
- k) Any other document specified.

22.9 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.

22.10 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 or six months from the date of despatch whichever is later."

23. Delay in the supplier's performance

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

incorporated in the contract.

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

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

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

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

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

23.5 The supplier shall not despatch the goods after expiry of the delivery period. The supplier is required to apply to BNPM for extension of delivery period and obtain the same before despatch. In case the supplier despatches the goods without obtaining an extension, it would be doing so at its own risk

and no claim for payment for such supply and/or any other expense related to such supply shall lie against BNPM.

24. Liquidated damages

- 24.1 Subject to GCC clause 28, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, BNPM shall, without prejudice to other rights and remedies available to BNPM under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% (Half) percent (or any other percentage if prescribed in the SCC) of the delivered price of the delayed goods and/ or services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% (or any other percentage if prescribed in the SCC) of the delayed goods' or services' contract price(s). During the above mentioned delayed period of supply and/ or performance, the conditions incorporated under GCC sub-clause 23.4 above shall also apply.
- 24.2 Liquidated Damage for not meeting performance guarantee shall be assessed and recovered from the Supplier, if applicable. The quantum of Liquidated damages shall be as specified in SCC.
- 24.3 If the equipment/system while testing, in accordance with the performance requirement of the Contract, fails to meet those performance parameters, the damages suffered by the purchaser may not be quantified in terms of money with any reasonable certainty. Therefore any Liquidated damage set forth in the Contract shall represent a reasonable determination of the amount of damage that the Purchaser will suffer, and shall not be considered as penalties. The Supplier thereby waives any defence to Purchaser's recovery of such Liquidated Damages on the plea that actual damages are ascertainable or that such Liquidated damages do not represent a reasonable determination of damages suffered by Purchaser or are penalties.
- 24.4 If the LD exceeds the specified limit, the Purchaser shall reserve the right to cancel/terminate the Contract as per clause 26 of GCC.

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

- 25.1 Whenever stores are required to be issued to the firm/contractor for fabrication or prototypes or sub-assemblies are issued for guidance in fabrication, these would be issued against appropriate Bank Guarantee as specified in SCC. In addition to the Bank Guarantee, appropriate insurance may be asked for if specified in the SCC.
- 25.2 In-case of failure of returning of all drawings and samples issued to the contractor in connection with the contract, besides withholding final payment, any other sanction, as deemed fit by BNPM, shall be issued against the supplier.

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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 n 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 22. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

31. Notices

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

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

32. Code of Ethics

BNPM as well as Bidders, Suppliers, Contractors, and Consultants under

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

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

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

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

36. Integrity Pact

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

Part II: Additional General Conditions of Contract for specific Types of Tenders in addition/ modification to clauses mentioned above:**37. Disposal / Sale of Scrap by Tender -**

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

37.2 Payment and Default

37.2.1 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.

37.2.2 No interest will be paid to the Purchaser for the amounts paid or deposited with the BNPMIPL and subsequently found refundable to the Purchaser under any of the conditions of the contract.

37.2.3 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).

37.2.4 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.

37.2.5 In case extension is granted by BNPMIPL and due to late payment of 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.

37.2.6 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.

37.3 Deliveries, Delays and Breach of Contract

37.3.1 The Title of goods or material sold shall not be deemed to have been passed to the Purchaser / Bidder until and unless the full and final payment has been made by the Purchaser, in accordance with the contract to the BNPMIPL and the authorized Officer has issued the Delivery Order in 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.

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

37.3.3 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.

37.3.4 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.

37.3.5 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.

37.3.6 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.

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

37.3.8 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.

37.3.9 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.

37.3.10 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.

37.3.11 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 BNPMIPL against any claim / liabilities that may occur to the contractor's labors and servants due to any reasons whatsoever.

37.3.12 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



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 | Substitution/ Replaced by |
|-------|----------------------------------|----------------------------|---------------------------|
| 1 | 10 | Terms of Delivery | 1 |
| 2 | 22, 22.1, 22.2, 22.3, 22.4, 22.6 | Terms and Mode of Payments | 3 |
| 3 | 6.1 | Performance Bond/ Security | 4 |
| 5 | 16 | Warranty | Not Applicable |
| 6 | 11.3 | Transportation of Goods | Not Applicable |
| 7 | 13 | Spare Parts | Not Applicable |
| 8 | 36 | Integrity Pact | Not Applicable |

1. TERMS OF DELIVERY:

- 1.1 For Air shipment within 7-10 workig days from the date of airway bill consignment to be delivered at BNPM site.
- 1.2 For sea shipment within 45 working days from the date of bill of lading consignment to be delivered at BNPM site.

2. PERIOD OF CONTRACT

The rate contract for a period of one year from the date of WO and later extendable further six months at the same rate, terms and conditions of tender

3. Terms and Mode of Payments:

100% payment shall be made on successful completion work and submission of invoice with all necessary supporting document for each consignments.

Payments to suppliers shall be made by account payee cheque or through ECS in INR only. Payments to suppliers shall be made by account payee cheque or



through ECS in INR only.

Payment of CGST, SGST, IGST & UTGST related clause:

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

- 3.1 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 informations in accordance with Chapter VI of CGST Rules, 2017;
- 3.2 A debit note issued if any, by a supplier should be in accordance with the provisions of section 34 of the CGST Act;
- 3.3 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;
- 3.4 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.

4. Performance Bond/ Security:

- 4.1 Successful bidder EMD will be converted in security deposit till the contract period.
- 4.2 If successful bidder exempted from EMD they have to submit performance security amount of Rs.2,70,000/- in the form of BG,DD or RTGS within 21 days from the date of work order.

5. Penalty:

If contractor fails to process the documents required for the clearance of the cargo promptly and does not promptly effect coordinates the matter connected with incidental to the clearance of cargo with various agencies and / or concerned authorities and if BNPM suffers any loss/ damage, as a consequence, contractor shall be liable to make good the loss/damage to BNPM for such non-performance.

In case BNPM, at any time, is satisfied the contractor is unable to or otherwise does not execute the work in a manner satisfactory and / or

acceptable to BNPM and in accordance with the term of the contract, BNPM shall have rights to stop the work in whole or part, at any stage and to make arrangement to get the work done in such a manner as it may deem appropriate including through other agency (ies) and to receive from contractor the extra expense, if any, incurred on this account from the monies due or that may become due to contractor under the terms of this contract or any other arrangement / agreement without prejudice to any other right and remedies available to BNPM. Contractor shall also not be entitle to any compensation whatsoever under any circumstances.

6. Reservation:

In addition to and without prejudice to article-6, BNPM reserves the tight to get any portion of the work done through any other agency for any reason whatsoever by informing contractor in advance and the fact that the same have been withdrawn from contractor, shall not entitle. Contractor to prefer any claim for damages, compensation or payment.

7. Termination:

BNPM may at any time terminate this contract by giving contractor one month's prior notice in writing to that effect and shall have the liberty to appoint any other agency to carry out contractor obligation under this contract.

8. Indemnity:

Contractor shall be responsible for and shall indemnity defend and hold BNPM harmless including all its representative and authorised agent form and against any and all claim, loss or liabilities for person injury, death or damage of property including equipment and materials, incurred by reason of any act of omission of contract or contractor agent, servant, employees or mechanical appliances used on the work and arising out of or incidental to work.

9. Deduction from services charges / Security deposit:

All cost , charges , damages, penalty or expenses which we have to pay or have paid for which under this contract, contractor are liable , may be deducted by BNPM from any money due or may become due to contractor under this contract or may be recovred from contractor by arbitration or otherwise.

10. Escalation:

Rate quoted are not subject to any variation during contractual period, except for the statutory increse or decrease in the price of diesel. In the event of variation on the price of diesel, the transportation rate shall increase/decrease by 0.3% for every 5% variation in the diesel price after teh date of submission of the offer. Applicable to only inland transportation from chennai sea port/ bangalore airport to Mysore site.



The Scope of work for freight, clearing and forwarding, inland transporting of imported, machinery, Equipments, raw material and spares shall be generally follows:

1. Scope of Work:

Bidder scope of the job shall be to manage entire chain of logistics, including ocean freight, forwarding, consolidation of air cargo, customs clearance in India, inland transportation and delivery of shipments containing machinery, Equipments, raw material and spares etc to BNPM (Mysore site).

2. Freight forwarding (sea shipment)

- 2.1 Bidder shall arrange ocean transportation of imported goods based on the purchase order/contract placed by BNPM on various supplier abroad as FCL/LCL/Break bul cargo by seaworthy vessel for containerized sea shipment.
- 2.2 The details of purchase order/ contracts/details of shipment with the overseas supplier for the arrangement for ocean freight shall be provided to the bidder by BNPM, bidder may note that contract price for supply of machinery on FOB basis.
- 2.3 Bidder shall arrange ocean freight of the shipment to destination port on the earliest available vessels. The shipment shall be arranged through Shipping Corporation of India (SCI) vessels preferable. Bidder shall arrange any other Indian flag vessels if SCI vessel is not available. The vessel should be seaworthy and acceptable by insurance company. Bidder shall ensure that the vessel carrying the shipment does not touch Pakistan port.
- 2.4 Bidder will coordinate with supplier for shipment.
- 2.5 On readiness of the cargo the supplier shall hand over to the associates of Bidder, copy of invoice, detail packing list specifying quantity, dimension, weight to determine mode of transportation i.e FCL/LCL/Break Bulk Cargo.
- 2.6 Bidder or his associates before effecting shipments shall ensure that all consignments packages received by them from supplier for onward dispatch to destination port contain required information particular in regards to purchase order / contract no./ marks numbers on the packages/ destination port/import licences and reference no. (as per requirements).
- 2.7 The overseas supplier may hand over all the documents confirming to purchase order/LC terms and conditions to the associate of the bidder after arranging customs clearance of this shipment at seaport loading.
- 2.8 Bidder shall be responsible and accountable for the proper safety, care, handling and storage of the cargo while in its custody or in the custody of Bidder's overseas Associates. Bidder shall be liable to compensate Owner any loss, damage and/or destruction of the goods while in Bidder's custody or in the custody of Bidder's overseas Associates if arising due to negligence of Bidder / Associates. The compensation shall be limited as per the carriers liability.

- 2.9 Bidder on receipt of consignment at the destination shall arrange to deliver all shipping documents Such as a copy of the cargo arrival notice, invoice, HBL etc. to BNPM's office.
- 2.10 Bidders shall make arrangement for payment of sea freight which shall be reimbursed by BNPM within 16 working days of receipt of invoice.

Details of cargo

CONTAINER CARGO

A. FCL Cargo

- i) The internal dimension and load ability of GP container is given as under:

| | L | W | H | Pay Load |
|---------------|-------|------|------|-----------|
| 20' Container | 5919 | 2340 | 2380 | 15000 kgs |
| 40' container | 12045 | 2309 | 2379 | 19000 kgs |

- ii) The cargo which cannot be accommodated in general purpose 20/40 fit container shall be required to be transported in a special container namely open top container/ flat rack container for which sea freight rate shall be quoted separately.

B. FREE PERIOD FOR CONTAINERS (FCL)

In case of full container loads, free container days shall be in line with free time as agreed with MLO (Main Line Operator). Bidder will arrange for 21 days free retention /free period which shall include 10 days retention at mysore site for de-stuffing the container for sea transportation

C. LCL Cargo

The consignment which does not form a full container load shall be treated as LCL cargo.

D. CARRIAGE OF DANGEROUS GOODS

All the cargo which are mentioned as restricted commodity in the IMDG (International Marine Dangerous Goods) cannot be forwarded by the regular vessel. This kind of commodity requires special type of handling and requires specific approvals from the competent authority at origin port, transshipment ports and destination ports and as well the carriers and Governments involved enrooted. Bidder shall arrange handling of such cargo rates for such cargo shall be decided on case to case basis.

BNPM Responsibility:

- 2.11 BNPM shall intimate to the supplier that the ocean freight shall be arranged by bidder/ bidder overseas associates at the point of origin.
- 2.12 BNPM will arrange insurance from FOB for entire freight and bidder to coordinate with BNPM in this respect.
- 2.13 The scheduled of rates shall be as per price schedule and basic rate shall remain firm through the contract period.
- 2.14 The exchange rate charged by carriers shall be applicable.
- 2.15 Quantity mentioned in the price schedule is only to obtained the unit rate from bidder, payment shall be made as per actual work executed by the bidders per unit rate in price bid.

3. Freight Forwarding (Air)

- 3.1 Bidder's overall scope of services shall include arranging air lifting of material from port of loading to Bangalore Airport , air freight, customs clearance from Bangalore airport, inland transportation to BNPM Mysuru site,
- 3.2 Bidder shall arrange air freighting of various kinds of imported Air Consignments based on the purchase orders/contracts placed by Owner on various suppliers abroad through its consolidation services.
- 3.3 Details of purchase order contract placed by Owner on overseas supplier shall be intimated to Bidder from time to time by BNPM.
- 3.4 Bidder, before effecting dispatches shall ensure that all consignments/packages received by them from suppliers for onward forwarding & despatch to India contain requisite information, particularly in regard to :
- Import Licence and Reference no.
 - Purchase Order / Contract No
 - Marks and Numbers on the Packages
 - Destination Airport
- 3.5 The overseas suppliers shall hand over all the documents conforming to

purchase order/LC terms and condition to the associate of bidder after arranging the customs clearance of the shipment at airport of loading.

3.6 Bidder shall airfreight the consignments to the Bangalore Airport by the earliest available flight. Bidder, shall prepare a separate House Airway bill for each consignment.

3.7 BNPMIPL will arrange for insurance for air shipment and as well as inland transport.

3.8 Bidder shall be responsible and accountable for the proper safety, care, handling and storage of the cargo while in its custody or in the custody of Bidder's overseas Associates. Bidder shall be liable to compensate Owner for any loss, damage and/or destruction of the goods while in Bidder's custody or in the custody of Bidder's overseas Associates. Bidder's liability shall be limited as per the Warsaw convention once the cargo handed over to the airlines.

3.9 Bidder on receipt of consignment at the destination, arrange to deliver all shipping documents such as a copy of the cargo arrival notice, invoice, copy of the AWB etc. to Owner's office

PURCHASE/OWNERS RESPONSIBILITY

3.10 The details of purchase order/contracts placed by BNPM with the overseas supplier for the Equipments to be air freight shall be provided to the bidder.

TRANSIT TIME

3.11 The transit time shall be 7 working days (excluding Saturday/Sunday and Indian Public Holiday) for the consignments to reach destination airports in India from the date of House Airway bill.

3.12 Bidder shall airfreight the consignment to Bangalore Airport in India by any reputed free carrier.

3.13 If cargo is meant for Bangalore due to wrong, labelling or any error of Bidder lands at other Airport then Bidder shall arrange to bring the cargo to Bangalore at their own cost.

SCHEDULE OF RATES

3.14 The schedule of rates along with destination charges shall be as per

rates quoted in Schedule of Prices and basic rates shall remain firm throughout the contract period.

3.15 The consolidation of air cargo shall be done under correct IATA classification and rates shall be applied on the actual gross weight or volume weight as per IATA rules in force. The following provisions shall apply for the purpose of calculating the Airfreight.

3.16 Rate shall be applied as per agreed rates.

3.17 The exchange rates applicable shall be as per Air India circular published from time to time.

3.18 The schedule of rates as given in schedule of prices shall be for Normal Cargo.

3.19 For ODC (Over Dimensional Cargo) and DGR (Dangerous Goods) the prevailing IATA rates shall be applicable.

3.20 Bidder shall ensure that consolidation of Air cargo is done under the correct IATA classification and the rate shall be applied on the actual gross weight or volume weight as per IATA rules in force.

4. Customs clearance , payment of customs duties and statutory charges:

4.1 Bidder shall maintain all register/ record in proper manner and as required by the various authorities concerned and indemnity. Owner from any consequence due to inaccurate/ faulty documentation.

4.2 Bidder shall liaison with the shipping company or their agent regarding arrival of the vessel and arrange payment of freight collect delivery order form them. The set of LC negotiable document received from bank shall be provided by BNPM to the bidder in case sea shipment. The freight paid bt the bidder shall be reimbursed by BNPM. in case of air cargo non-negotiable document shall be provided to facility the customs clearance pending receipt of original

5. DANGEROUS GOODS

Dangerous goods consignments or perishable cargo shall not come under the

scope of consolidation and IATA rates/rates pertaining to dangerous goods shall be applicable.

6. OVER DIMENSIONAL CONSIGNMENTS

Any consignment exceeding length 121 inches width; 84 inches Height; 60 inches shall be treated as oversized. For such cargo consolidation rate shall not be applicable and the rates shall be decided on case to case basis based on IATA rules and regulations.

7. BILLING AND PAYMENT

7.1 Bidder shall raise bills as per agreed schedule of rates as per schedule of prices for normal /DGR and ODC cargo along with destination charges.

7.2 Owner shall make payment within 15 Days on submission of bills excluding public holidays and Sunday.

TERMS AND CONDITIONS FOR CLEARING AND FORWARDING

8. BIDDER'S SCOPE OF SERVICES

8.1 From the time of receipt of advance intimation/documents from Owner, Bidder shall keep close contact with carriers / agents to check for arrival of the cargo (sea, air) and arrange for expeditious clearance in the best interest of Owner.

8.2 Bidder shall take all necessary steps to complete the clearance and handling work and all allied responsibilities there to and ensure that adequate steps are taken for the delivery of the cargo within the allowed free time.

8.3 Bidder shall keep in touch with Owner regularly and should collect all documents as well as any other information, clarification etc, required by the authorities for the release of the cargo at the earliest possible time.

8.4 Bidder shall advise Owner in consultation with customs and other authorities, on procedures to be adopted for clearance.

8.5 Bidder shall keep track of the consignment at port/warehouse and carefully check each consignment with invoices, packing list for the weight/dimensions and notify carriers and other agencies in cases of any

shortage/non delivery within the prescribed time and obtain necessary certificates.

- 8.6 In respect of damaged cargo, Bidder shall arrange for joint surveys by carriers/agents customs, Harbors/airport authorities and Insurance company and obtain survey reports for lodging claims on appropriate party responsible for the loss within statutory time limits. Re-packing of the consignment as required shall be carried-out.
- 8.7 Bidder shall provide adequate packing and lashing after loading the packages onto vehicles to ensure safety and protection. Escort shall also be provided where needed.
- 8.8 Bidder shall utilize suitable transport/handling and engage sufficient labor/ supervisory staff for safe handling and transportation of the consignment to BNPM.
- 8.9 Bidder shall maintain all registers / records in proper manner and as required by the various authorities concerned and indemnify Owner from any consequence due to inaccurate/faulty documentation.
- 8.10 Bidder shall arrange to register POs/ contracts with customs as per rules and regulations.
- 8.11 Bidder shall in order to facilitate early clearance, arrange letter of guarantees or necessary bonds as required as well as redeem/cancel the bonds at appropriate time after completion of all formalities.

9. PAYMENT OF CUSTOMS DUTY AND OTHER DUES

BNPMIPL shall be directly paid customs duty to customs authority after filing the bill of entry.

10. DEMURRAGE ETC.

Bidder shall operate in such a manner to clear the cargo in free period subject to Force Majeure. Demurrage if any to the consignment shall be to the account of Bidder if caused due to their omission or negligence. The reason for incurrence of demurrage if any shall be indicated in the individual bills submitted by Bidder by way of a summary report.

11. SURVEY AND INSURANCE CLAIMS

BNPM shall take marine transit open cover insurance policy (Insurance Company to be notified). Bidder shall organize for joint survey as needed and obtain survey reports. They shall file the initial/provisional claim on the concerned agencies in time to protect Owner's interest and rights and follow-up for settlements. Insurance claim shall be filed by BNPM.

12. SCHEDULE OF RATES

Should any item/job beyond the scope of the schedule of work/rate arise, a specific price for that particular item/job shall be intimated to BNPM by Bidder as soon as the first set of advance documents are received from BNPM and complete the job and BNPM shall make payment accordingly.

13. TRANSPORTATION

13.1 Bidder shall take a responsibility of transporting customs cleared shipments to BNPM, Mysore.

13.2 Transportation charges shall be billed to BNPM along with custom clearance bill as mentioned in Annexure & BNPM shall make the payment as per payment terms of Custom Clearance Bill within the quoted price.

QC

BANK NOTE PAPER MILL PRIVATE LIMITED

SECTION: VIII

QUALITY CONTROL REQUIREMENT

SHEET 1 OF 1

Not Applicable



The pre-qualification criteria for the same are given as under:

Individual/ firm/ company/ corporate other than limited company intending to bid should be bonafide, experienced, technically competent, resourceful and financially sound to carry out the assigned order.

The bidder should be-

- Bidder must have the Custom House Agent License/ Transporter's License.
- Registered under GST.
- Having valid permanent Income Tax A/c No. as allotted by the Income Tax Authority of Government of India.
- Not blacklisted/ debarred by BNPM/ Bharatiya Reserve Bank Note Mudran (P) Limited (BRBNMPL) / Security Printing & Minting Corporation of India Limited (SPMCIL) or any Govt. Departments.
- The detailed qualifying criteria are furnished below:

| Item Categories | Description |
|-------------------------------|---|
| Experience & Past Performance | The Bidder should have successfully completed handling of imported material for any Public Sector Undertaking, including arranging of ocean freight / air freight, insurance, customs clearance at Indian seaport / airport including inland transportation / transit insurance during the last 5 (five) years ending 31.12.2017. |
| Financial Standing | <ol style="list-style-type: none"> Bidder Firms should not have suffered any financial loss for more than one year during the last three years period ending 31.03.2017. The net worth of the firm should not have eroded by more than 30% in the last three years period ending 31.03.2017. Average annual turnover of the bidder firm during last three years period ending 31-03-2017 should be more than ₹ 35 Lakhs. |

Bidder shall qualify for all the technical, financial and other pre-qualification Criteria

Note -1:

All experience& past performance/ 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.

Note -2:**Documents to be submitted in support of Pre-qualification Criteria**

The following documents should be submitted by the firm to prove the pre-qualification Criteria.

1. Company's Profile including details along with copy of following documents:
 - i. Certificate of Incorporation/ Registration
 - ii. Constitution of business, in case of business in individual name
 - iii. Partnership deed , in case of partnership
 - iv. Memorandum of Association and Articles of Association, in case of Limited company.
 - v. Memorandum of Association by corporate other than Limited company
2. In support of technical standing copy of purchase order/work order/agreement and/ or work completion certificate issued by competent authority of the customer duly certified by authorised signatory.
3. In support of financial standing Certified Copy of Audited Balance Sheet and Profit and loss account for the last 3 (three) Financial Years (FY 2016-17, 2015-16, 2014-15)
4. Declaration that the firm has not been blacklisted/ debarred by BNPMIPL/BRBNMPL /SPMCIL or any Govt. Departments duly signed by authorised signatory. (Annexure 1)
5. Declaration Acceptance of terms & conditions of tender (Annexure 2)
6. Compliance Format (Annexure 3)
7. Copies of PAN/GST and Professional Tax Certificates etc. to be submitted along with the bid.
8. Custom House Agent Licence/Transporter's Licence.
9. Any other relevant document the firm wishes to submit

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

| | | |
|-----------|---|--------------|
| TF | BANK NOTE PAPER MILL INDIA PRIVATE LIMITED | SECTION: X |
| | TENDER FORM (ACCEPTANCE OF TERMS & CONDITIONS) | SHEET 1 OF 1 |

To _____ Date _____

Bank Note Paper Mill India Private Limited
Administration Building,
Note Mudran Nagar,
Mysuru- 570003

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 month, 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

Bidder shall use this covering letter while submitting the offer.



BANK NOTE PAPER MILL INDIA PRIVATE LIMITED

SECTION XI

SP

SCHEDULE OF PRICE – Collapsible Plywood Packing Boxes

SHEET 1 OF
1

As per attached E-tender Formate

Signature of the tenderer with company seal

SCHEDULE OF PRICE
for clearing and freight forwarding service
E-Tender No. BNPM/TEN/C&F/374/2017-18 dt. 18.01.2018

| Sl No. | Item Description | Currency | Total Amount |
|--------|---|----------|--------------|
| 1 | Air Freight Charges for FCA-Frankfurt/Munic Germany to Bangalore airport | EURO | 0 |
| 2 | Air Freight Charges from FCA Helsinki Airport, Finland to Bangalore airport | EURO | 0 |
| 3 | Air Freight Charges for FCA-Milan/Segrate ,Italy Airport to Bangalore airport | EURO | 0 |
| 4 | Air Freight Charges for FCA-PARIS(ROISSY) & LYON airport, France to Bangalore airport | EURO | 0 |
| 5 | Air Freight Charges from FCA- Amsterdam, Netherlands airport to Bangalore airport | EURO | 0 |
| 6 | Air Freight Charges from FCA- VIENNA,Austria AIRPORT to Bangalore airport | EURO | 0 |
| 7 | Air Freight Charges for PRAGUE, CZECH REPUBLIC to Bangalore airport | EURO | 0 |
| 8 | Air Freight Charges from FCA STOCKHOLM /Gothenburg, Sweden to Bangalore airport | SEK | 0 |
| 9 | Air Freight Charges for Boston/New York airport, USA to Bangalore airport | USD | 0 |
| 10 | Air Freight Charges for Any airport in UK to Bangalore airport | GBP | 0 |
| 11 | Air Freight Charges for singapore to Bangalore airport | SGD | 0 |
| 12 | Air Freight Charges for ZURICH,SWITZERLAND to Bangalore airport | CHF | 0 |

| | | | |
|----|--|------|------------|
| 13 | Air Freight Charges for BANGKOK, THAILAND to Bangalore airport | USD | 0 |
| 14 | Air Freight Charges for COPENHAGEN, DENMARK to Bangalore airport | DKK | 0 |
| 15 | Sea Freight Charges from any Germany/ (European) Seaport to Chennai Sea Port (India) LCL Cargo | EURO | 0 |
| 16 | Sea Freight Charges from any France sea port to Chennai Sea Port (India) for LCL Cargo | EURO | 0 |
| 17 | 13. Sea Freight Charges from any European Seaport to Chennai Seaport (for 20/40 FT. Container) | EURO | 0 |
| 18 | Destination Charges (at destination airport/Sea port) | INR | AT ACTUALS |
| 19 | Customs clearance/Agency Charges at bangalroe airport | INR | 0 |
| 20 | Customs clearance/ Agency Charges at chennai sea port | INR | 0 |
| 21 | Inland transportation from bangalore airport to BNPM, Mysuru Site | INR | 0 |
| 22 | Inland transportation from Chennai Seaport to BNPM, Mysuru Site (LCL CARGO) | INR | 0 |
| 23 | Inland transportation from Chennai Seaport to BNPM, Mysuru Site | INR | 0 |

ANNEXURE-I

1. Air Freight Charges for FCA-Frankfurt/Munic Germany to Bangalore airport

| Sl No. | Particular | Per KGS | Per KG rate in EUR | Value in EURO |
|--------|----------------------------|---------|--------------------|---------------|
| 1 | Air Freight for minimum | 10 | | 0 |
| 2 | Air Freight for 0-45 Kgs | 1 | | 0 |
| 3 | Air Freight for 46-100 Kgs | 1 | | 0 |

| | | | | |
|--------------------|--------------------------------|---|--|---|
| 4 | Air Freight for 101-250Kgs | 1 | | 0 |
| 5 | Air Freight for 251-500Kgs | 1 | | 0 |
| 6 | Air Freight for 251-500Kgs | 1 | | 0 |
| 7 | Air Freight for 501-1000Kgs | 1 | | 0 |
| 8 | Air Freight for 1001-2000Kgs | 1 | | 0 |
| 9 | Air Freight for above 2000 Kgs | 1 | | 0 |
| SUB Total-1 | | | | 0 |

2. Air Freight Charges from FCA Helsinki Airport, Finland to Bangalore airport

| Sl No. | Particular | Per KGS | Per KG rate in EURO | Value in EURO |
|--------------------|--------------------------------|---------|---------------------|---------------|
| 1 | Air Freight for minimum | 10 | | 0 |
| 2 | Air Freight for 0-45 Kgs | 1 | | 0 |
| 3 | Air Freight for 46-100 Kgs | 1 | | 0 |
| 4 | Air Freight for 101-250Kgs | 1 | | 0 |
| 5 | Air Freight for 251-500Kgs | 1 | | 0 |
| 6 | Air Freight for 251-500Kgs | 1 | | 0 |
| 7 | Air Freight for 501-1000Kgs | 1 | | 0 |
| 8 | Air Freight for 1001-2000Kgs | 1 | | 0 |
| 9 | Air Freight for above 2000 Kgs | 1 | | 0 |
| SUB Total-2 | | | | 0 |

3. Air Freight Charges for FCA-Milan/Segrate ,Italy Airport to Bangalore airport

| Sl No. | Particular | Per KGS | Per KG rate in EURO | Value in EURO |
|--------|-----------------------------|---------|---------------------|---------------|
| 1 | Air Freight for minimum | 10 | | 0 |
| 2 | Air Freight for 0-45 Kgs | 1 | | 0 |
| 3 | Air Freight for 46-100 Kgs | 1 | | 0 |
| 4 | Air Freight for 101-250Kgs | 1 | | 0 |
| 5 | Air Freight for 251-500Kgs | 1 | | 0 |
| 6 | Air Freight for 251-500Kgs | 1 | | 0 |
| 7 | Air Freight for 501-1000Kgs | 1 | | 0 |

| | | | | |
|--------------------|--------------------------------|---|--|---|
| 8 | Air Freight for 1001-2000Kgs | 1 | | 0 |
| 9 | Air Freight for above 2000 Kgs | 1 | | 0 |
| SUB Total-3 | | | | 0 |

4. Air Freight Charges for FCA-PARIS(ROISSY) & LYON airport, France to Bangalore airport

| Sl No. | Particular | Per KGS | Per KG rate in EURO | Value in EURO |
|--------------------|--------------------------------|---------|---------------------|---------------|
| 1 | Air Freight for minimum | 10 | | 0 |
| 2 | Air Freight for 0-45 Kgs | 1 | | 0 |
| 3 | Air Freight for 46-100 Kgs | 1 | | 0 |
| 4 | Air Freight for 101-250Kgs | 1 | | 0 |
| 5 | Air Freight for 251-500Kgs | 1 | | 0 |
| 6 | Air Freight for 251-500Kgs | 1 | | 0 |
| 7 | Air Freight for 501-1000Kgs | 1 | | 0 |
| 8 | Air Freight for 1001-2000Kgs | 1 | | 0 |
| 9 | Air Freight for above 2000 Kgs | 1 | | 0 |
| SUB Total-4 | | | | 0 |

5. Air Freight Charges from FCA- Amsterdam, Netherlands airport to Bangalore airport

| Sl No. | Particular | Per KGS | Per KG rate in EURO | Value in EURO |
|--------------------|--------------------------------|---------|---------------------|---------------|
| 1 | Air Freight for minimum | 10 | | 0 |
| 2 | Air Freight for 0-45 Kgs | 1 | | 0 |
| 3 | Air Freight for 46-100 Kgs | 1 | | 0 |
| 4 | Air Freight for 101-250Kgs | 1 | | 0 |
| 5 | Air Freight for 251-500Kgs | 1 | | 0 |
| 6 | Air Freight for 251-500Kgs | 1 | | 0 |
| 7 | Air Freight for 501-1000Kgs | 1 | | 0 |
| 8 | Air Freight for 1001-2000Kgs | 1 | | 0 |
| 9 | Air Freight for above 2000 Kgs | 1 | | 0 |
| SUB Total-5 | | | | 0 |

6. Air Freight Charges from FCA- VIENNA,Austria AIRPORT to Bangalore airport

| Sl No. | Particular | Per KGS | Per KG rate in EURO | Value in EURO |
|--------------------|--------------------------------|---------|------------------------|------------------|
| 1 | Air Freight for minimum | 10 | | 0 |
| 2 | Air Freight for 0-45 Kgs | 1 | | 0 |
| 3 | Air Freight for 46-100 Kgs | 1 | | 0 |
| 4 | Air Freight for 101-250Kgs | 1 | | 0 |
| 5 | Air Freight for 251-500Kgs | 1 | | 0 |
| 6 | Air Freight for 251-500Kgs | 1 | | 0 |
| 7 | Air Freight for 501-1000Kgs | 1 | | 0 |
| 8 | Air Freight for 1001-2000Kgs | 1 | | 0 |
| 9 | Air Freight for above 2000 Kgs | 1 | | 0 |
| SUB Total-6 | | | | 0 |

7. Air Freight Charges for PRAGUE, CZECH REPUBLIC to Bangalore airport

| Sl No. | Particular | Per KGS | Per KG rate in EURO | Value in EURO |
|--------------------|--------------------------------|---------|------------------------|------------------|
| 1 | Air Freight for minimum | 10 | | 0 |
| 2 | Air Freight for 0-45 Kgs | 1 | | 0 |
| 3 | Air Freight for 46-100 Kgs | 1 | | 0 |
| 4 | Air Freight for 101-250Kgs | 1 | | 0 |
| 5 | Air Freight for 251-500Kgs | 1 | | 0 |
| 6 | Air Freight for 251-500Kgs | 1 | | 0 |
| 7 | Air Freight for 501-1000Kgs | 1 | | 0 |
| 8 | Air Freight for 1001-2000Kgs | 1 | | 0 |
| 9 | Air Freight for above 2000 Kgs | 1 | | 0 |
| SUB Total-7 | | | | 0 |

8. Air Freight Charges from FCA STOCKHOLM /Gothenburg, Sweden to Bangalore airport

| Sl No. | Particular | Per KGS | Per KG rate in SEK | Value in SEK |
|--------|----------------------------|---------|-----------------------|-----------------|
| 1 | Air Freight for minimum | 10 | | 0 |
| 2 | Air Freight for 0-45 Kgs | 1 | | 0 |
| 3 | Air Freight for 46-100 Kgs | 1 | | 0 |

| | | | | |
|--------------------|--------------------------------|---|--|---|
| 4 | Air Freight for 101-250Kgs | 1 | | 0 |
| 5 | Air Freight for 251-500Kgs | 1 | | 0 |
| 6 | Air Freight for 251-500Kgs | 1 | | 0 |
| 7 | Air Freight for 501-1000Kgs | 1 | | 0 |
| 8 | Air Freight for 1001-2000Kgs | 1 | | 0 |
| 9 | Air Freight for above 2000 Kgs | 1 | | 0 |
| SUB Total-8 | | | | 0 |

9. Air Freight Charges for Boston/New York airport, USA to Bangalore airport

| Sl No. | Particular | Per KGS | Per KG rate in USD | Value in USD |
|--------------------|--------------------------------|---------|--------------------|--------------|
| 1 | Air Freight for minimum | 10 | | 0 |
| 2 | Air Freight for 0-45 Kgs | 1 | | 0 |
| 3 | Air Freight for 46-100 Kgs | 1 | | 0 |
| 4 | Air Freight for 101-250Kgs | 1 | | 0 |
| 5 | Air Freight for 251-500Kgs | 1 | | 0 |
| 6 | Air Freight for 251-500Kgs | 1 | | 0 |
| 7 | Air Freight for 501-1000Kgs | 1 | | 0 |
| 8 | Air Freight for 1001-2000Kgs | 1 | | 0 |
| 9 | Air Freight for above 2000 Kgs | 1 | | 0 |
| SUB Total-9 | | | | 0 |

10. Air Freight Charges for Any airport in UK to Bangalore airport

| Sl No. | Particular | Per KGS | Per KG rate in GBP | Value in GBP |
|--------|------------------------------|---------|--------------------|--------------|
| 1 | Air Freight for minimum | 10 | | 0 |
| 2 | Air Freight for 0-45 Kgs | 1 | | 0 |
| 3 | Air Freight for 46-100 Kgs | 1 | | 0 |
| 4 | Air Freight for 101-250Kgs | 1 | | 0 |
| 5 | Air Freight for 251-500Kgs | 1 | | 0 |
| 6 | Air Freight for 251-500Kgs | 1 | | 0 |
| 7 | Air Freight for 501-1000Kgs | 1 | | 0 |
| 8 | Air Freight for 1001-2000Kgs | 1 | | 0 |

| | | | | |
|---------------------|--------------------------------|---|--|---|
| 9 | Air Freight for above 2000 Kgs | 1 | | 0 |
| SUB Total-10 | | | | 0 |

11. Air Freight Charges for singapore Airport to Bangalore airport

| Sl No. | Particular | Per KGS | Per KG rate in SGD | Value in SGD |
|---------------------|--------------------------------|---------|--------------------|--------------|
| 1 | Air Freight for minimum | 10 | | 0 |
| 2 | Air Freight for 0-45 Kgs | 1 | | 0 |
| 3 | Air Freight for 46-100 Kgs | 1 | | 0 |
| 4 | Air Freight for 101-250Kgs | 1 | | 0 |
| 5 | Air Freight for 251-500Kgs | 1 | | 0 |
| 6 | Air Freight for 251-500Kgs | 1 | | 0 |
| 7 | Air Freight for 501-1000Kgs | 1 | | 0 |
| 8 | Air Freight for 1001-2000Kgs | 1 | | 0 |
| 9 | Air Freight for above 2000 Kgs | 1 | | 0 |
| SUB Total-11 | | | | 0 |

12. Air Freight Charges for ZURICH,SWITZERLAND to Bangalore airport

| Sl No. | Particular | Per KGS | Per KG rate in CHF | Value in CHF |
|---------------------|--------------------------------|---------|--------------------|--------------|
| 1 | Air Freight for minimum | 10 | | 0 |
| 2 | Air Freight for 0-45 Kgs | 1 | | 0 |
| 3 | Air Freight for 46-100 Kgs | 1 | | 0 |
| 4 | Air Freight for 101-250Kgs | 1 | | 0 |
| 5 | Air Freight for 251-500Kgs | 1 | | 0 |
| 6 | Air Freight for 251-500Kgs | 1 | | 0 |
| 7 | Air Freight for 501-1000Kgs | 1 | | 0 |
| 8 | Air Freight for 1001-2000Kgs | 1 | | 0 |
| 9 | Air Freight for above 2000 Kgs | 1 | | 0 |
| SUB Total-12 | | | | 0 |

13. Air Freight Charges for BANGKOK, THAILAND to Bangalore airport

| Sl No. | Particular | Per KGS | Per KG rate in USD | Value in USD |
|--------|------------|---------|--------------------|--------------|
|--------|------------|---------|--------------------|--------------|

| | | | | |
|---------------------|--------------------------------|----|--|----------|
| 1 | Air Freight for minimum | 10 | | 0 |
| 2 | Air Freight for 0-45 Kgs | 1 | | 0 |
| 3 | Air Freight for 46-100 Kgs | 1 | | 0 |
| 4 | Air Freight for 101-250Kgs | 1 | | 0 |
| 5 | Air Freight for 251-500Kgs | 1 | | 0 |
| 6 | Air Freight for 251-500Kgs | 1 | | 0 |
| 7 | Air Freight for 501-1000Kgs | 1 | | 0 |
| 8 | Air Freight for 1001-2000Kgs | 1 | | 0 |
| 9 | Air Freight for above 2000 Kgs | 1 | | 0 |
| SUB Total-13 | | | | 0 |

14. Air Freight Charges for COPENHAGEN, DENMARK to Bangalore airport

| Sl No. | Particular | Per KGS | Per KG rate in DKK | Value in DKK |
|---------------------|--------------------------------|---------|--------------------|--------------|
| 1 | Air Freight for minimum | 10 | | 0 |
| 2 | Air Freight for 0-45 Kgs | 1 | | 0 |
| 3 | Air Freight for 46-100 Kgs | 1 | | 0 |
| 4 | Air Freight for 101-250Kgs | 1 | | 0 |
| 5 | Air Freight for 251-500Kgs | 1 | | 0 |
| 6 | Air Freight for 251-500Kgs | 1 | | 0 |
| 7 | Air Freight for 501-1000Kgs | 1 | | 0 |
| 8 | Air Freight for 1001-2000Kgs | 1 | | 0 |
| 9 | Air Freight for above 2000 Kgs | 1 | | 0 |
| SUB Total-14 | | | | 0 |

**15. Sea Freight Charges from any Germany/ (European) Seaport to Chennai Sea Port (India)
LCL Cargo**

| Sl No. | Particular | Per KGS | Per KG rate in EURO | Value in EURO |
|--------|-------------------------------|---------|---------------------|---------------|
| 1 | Sea Freight for minimum | 500 | | 0 |
| 2 | Sea Freight for 501-1000 Kgs | 1 | | 0 |
| 3 | Sea Freight for 1001-2000 Kgs | 1 | | 0 |

| | | | | |
|---------------------|--------------------------------|---|--|---|
| 4 | Sea Freight for 2001-3000 Kgs | 1 | | 0 |
| 5 | Sea Freight for 3001-4000 Kgs | 1 | | 0 |
| 6 | Sea Freight for above 4000 kgs | 1 | | 0 |
| SUB Total-15 | | | | 0 |

16. Sea Freight Charges from any France sea port to Chennai Sea Port (India) for LCL Cargo

| Sl No. | Particular | Per KGS | Per KG rate in EURO | Value in EURO |
|---------------------|--------------------------------|---------|---------------------|---------------|
| 1 | Sea Freight for minimum | 500 | | 0 |
| 2 | Sea Freight for 501-1000 Kgs | 1 | | 0 |
| 3 | Sea Freight for 1001-2000 Kgs | 1 | | 0 |
| 4 | Sea Freight for 2001-3000 Kgs | 1 | | 0 |
| 5 | Sea Freight for 3001-4000 Kgs | 1 | | 0 |
| 6 | Sea Freight for above 4000 kgs | 1 | | 0 |
| SUB Total-16 | | | | 0 |

17. Sea Freight Charges from any European Seaport to Chennai Seaport (for 20/40 FT. Container)

| Sl No. | Particular | Per Container | Unit rate in EURO | Value in EURO |
|---------------------|---------------------------------|---------------|-------------------|---------------|
| 1 | Sea Freight for 20FT. Container | 1 | | 0 |
| 1 | Sea Freight for 40FT. Container | 1 | | 0 |
| SUB Total-17 | | | | 0 |

18. Destination Charges (at destination airport/Sea port)

| Sl No. | Particular | |
|--------|------------------|-------------------|
| 2 | Air/Sea shipment | AT ACTUALS |
| 3 | 20FT. Container | |
| 4 | 40FT. Container | |
| | | |

| 5 | Destination charges for nuclear sensitive consignment +45 | | | |
|--|---|--------------|------------------|--------------|
| 19. Customs clearance/Agency Charges at bangalore airport | | | | |
| Sl No. | Particular | Per Shipment | Unit rate in INR | Value in INR |
| 1 | Customs clearance/Agency Charges | 1 | | 0 |
| 2 | Charges Collect Fees | 1 | | 0 |
| 3 | Delivery order Charges | 1 | | 0 |
| 4 | Break Bulk Fees | 1 | | 0 |
| 5 | Customs clearance/ Agency Charges Nuclear sensitive consignment +45 | 4 | | 0 |
| SUB Total-19 | | | | 0 |

20. Customs clearance/Agency Charges at chennai sea port

| Sl No. | Particular | Per Shipment | Unit rate in INR | Value in INR |
|---------------------|--|--------------|------------------|--------------|
| 1 | Customs clearance/Agency Charges (LCL Cargo) | 1 | | 0 |
| 2 | Charges Collect Fees | 1 | | 0 |
| 3 | Delivery order Charges | 1 | | 0 |
| 5 | Customs clearance Charges for 20Ft container | 1 | | 0 |
| 6 | Customs clearance Charges for 40Ft container | 1 | | 0 |
| SUB Total-20 | | | | 0 |

21. Inland transportation from bangalore airport to BNPM, Mysuru Site

| Sl No. | Particular | Per KGS | Unit rate in INR | Value in INR |
|--------|---|---------|------------------|--------------|
| 1 | Inland transportation charges for minimum | 10 | | 0 |
| 2 | Inland transportation charges for 0-45 Kgs | 1 | | 0 |
| 3 | Inland transportation charges for 46-100 Kgs | 1 | | 0 |
| 4 | Inland transportation charges for 101-250 Kgs | 1 | | 0 |
| 5 | Inland transportation charges for 251-500 Kgs | 1 | | 0 |
| 6 | Inland transportation charges for 501-1000 Kgs | 1 | | 0 |
| 7 | Inland transportation charges for 1001-2000 Kgs | 1 | | 0 |

| | | | | |
|---------------------|---|---|--|---|
| 8 | Inland transportation charges for above 2000 Kgs | 1 | | 0 |
| 11 | Inland transportation charges for Nuclear sensitive consignment +45 | 1 | | 0 |
| SUB Total-21 | | | | 0 |

22.Inland transportation from Chennai Seaport to BNPM, Mysuru Site (LCL CARGO)

| Sl No. | Particular | Per KGS | Unit rate in INR | Value in INR |
|---------------------|--|---------|------------------|--------------|
| 1 | Inland transportation charges for minimum | 500 | | 0 |
| 2 | Inland transportation charges for 501-1000 Kgs | 1 | | 0 |
| 3 | Inland transportation charges for 1001-2000 Kgs | 1 | | 0 |
| 4 | Inland transportation charges for 2001-3000 Kgs | 1 | | 0 |
| 5 | Inland transportation charges for 3001- 4000 kgs | 1 | | 0 |
| 6 | Inland transportation charges for above 4000 Kgs | 1 | | 0 |
| SUB Total-22 | | | | 0 |

23.Inland transportation from Chennai Seaport to BNPM, Mysuru Site

| Sl No. | Particular | Approx per Vehicle | Unit rate in INR | Value in INR |
|---------------------|---|--------------------|------------------|--------------|
| 1 | Inland transportation charges for 20FT. Container | 1 | | 0 |
| 2 | Inland transportation charges for 40FT. Container | 1 | | 0 |
| SUB Total-23 | | | | 0 |

1. Price is to be quoted strictly as per the format.
2. Evaluation shall be done on overall L1 basis without considering the GST value.
3. GST Extra at actuals.
4. Destination charges shall be paid extra at actual against submission of receipt

SIGNATURE OF THE TENDERER

| | | |
|-------|---|--------------|
| QUEST | BANK NOTE PAPER MILL INDIA PRIVATE LIMITED | SECTION: XII |
| | QUESTIONNAIRE | SHEET 1 OF 1 |

The tenderer should furnish specific answers to all the questions/ issues mentioned below. In case a question/ issue do 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.

1. Brief description of goods and services offered:
2. Offer is valid for acceptance up to
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. Status:
 - a) 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 for the goods quoted? If so, indicate the date upto which you are registered and whether there is any monetary limit imposed on your registration.
 - b) 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.
5. Please indicate name & full address of our Banker(s)
6. Please state whether business dealings with you currently stand suspended/ banned by any Ministry/ Dept of Government of India or by any State Govt.

.....

.....

(Signature with date)

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

For and on behalf of

.....

.....

(Name, address and stamp of the tendering firm)

| |
|-------------|
| ISSUE RO |
|-------------|



**BG-
EMD**

BANK NOTE PAPER MILL INDIA PRIVATE LIMITED

SECTION: XIII

BANK GUARANTEE FORM FOR EMD

SHEET 1 OF 1

Beneficiary:
Bank Note Paper Mill India Private Limited
Administrative Building,
Paper Mill Compound, Note Mudran Nagar,
Mysuru- 570003, Karnataka, India

Whereas.....(hereafter called the "Tenderer") has submitted its quotation dated.....for the supply of..... (herein after 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 offor which payment will and truly to be made to the said BNPMIPL, the Bank binds itself, its successors and assigns by these presents.

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

The conditions of this obligation are –

- 1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- 2) If the tenderer having been notified of the acceptance of his tender by BNPMIPL during the period of its validity:-
 - a) fails or refuses to furnish the performance security for the due performance of the contract
 - b) fails or refuses to accept/ execute the contract.

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

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

Signature of the authorized officer of the Bank)

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



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
Registered corporate office ,
Administrative Building
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, authorisation/ signature no. and designation of the officer
Seal, name & address of the Bank and address of the Branch



CF

BANK NOTE PAPER MILL INDIA PRIVATE LIMITED

SECTION: XVI

CONTRACT FORM

SHEET 1 OF 1

Not applicable



MAF

BANK NOTE PAPER MILL INDIA PRIVATE LIMITED

SECTION: XIV

Manufacturer's Authorization Form-

SHEET 1 OF 1

NOT APPLICABLE



| | | |
|------------|--|---------------|
| | BANK NOTE PAPER MILL INDIA PRIVATE LIMITED | SECTION: XVII |
| LOA | LETTER OF AUTHORITY FOR ATTENDING A BID OPENING | SHEET 1 OF 1 |

To,
The Chief General Manager
Bank Note Paper Mill India Pvt. Ltd.
Mysuru-570003

Subject: Authorization for attending bid opening on---- - ---(date) in the Tender of

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf (Bidder) in order of preference given below.

| Order of Preference | Name | Specimen Signatures |
|---|------|---------------------|
| 1. | | |
| 2. | | |
| Alternate Representative | | |
| | | |
| | | |
| Signature of Bidder or Officer authorised to sign the bid on behalf of Bidder | | |

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not produced.



A: In Respect of C&F CIF Turnkey/F.O.R. Contracts for Import

1. (a) SHIPMENTS FROM PORTS OF U.K. INCLUDING NORTHERN IRELAND (ALSO EIRE), FROM THE NORTH CONTINENT OF EUROPE (GERMANY, HOLLAND, BELGIUM, FRANCE, NORWAY, SWEDEN, DENMARK, FINLAND AND PORTS ON THE CONTINENTAL SEABOARD OF THE MEDITERRANEAN (I.E. FRENCH AND WESTERN ITALIAN PORTS), TO PORTS IN INDIA.

The Seller should arrange shipment of the goods by vessels belonging to the member Lines of the India-Pakistan-Bangladesh Conference. If the Seller finds that the space on the Conference Lines' vessels is not available for any specific shipment, he should take up with India-Pakistan-Bangladesh Conference, Conferity House, East Grinstead, Sussex (U.K.), for providing shipping space and also inform the Shipping Co-ordination Officer, Ministry of shipping & Transport, New Delhi (Cable: TRANSCHART, NEW DELHI; Telex: VAHAN NO -2312, 2448 & 3104).

The Sellers should arrange shipment through the Government of India's Forwarding agents, M/ s Schenker & Co. 2000- Hamburg (Cable: SCHENKERCO HAMBURG) or obtain a certificate from them to the effect that shipment has been arranged in accordance with instructions of the Ministry of Shipping & Transport (TRANSCHART).New Delhi

b) SHIPMENTS FROM ADRIATIC PORTS OF EASTERN ITALY AND YUGOSLAVIA

The Seller should arrange shipment of the goods by vessels belonging to the following Indian Member lines;

1. The Shipping Corporation of India Ltd.
2. The Scandia Steam Navigation Co. Ltd.
3. Indian Steamship Co. Ltd.

For the purpose of ascertaining the availability of suitable Indian vessels and granting dispensation in the event of their non-availability, the Seller should give adequate notice about the readiness of each consignment from lime to lime at least six weeks in advance of the required position to M/s Schenker & Co. 2000 HAMBURG (Cable: SCHENKERCO HAMBURG) and also endorse a copy thereof to the Shipping Co-ordination Officer, Ministry of Shipping & Transport, New Delhi (Cable: TRANSCHART, NEW DELHI; Telex: VAHAN NO -2312,2448 & 3104).

The Seller should arrange shipment through the Government of India's Forwarding Agents, M/s Schenker & Co., HAMBURG (Cable: SCHENKERCO HAMBURG) or obtain certificate from them to the effect that shipment has been arranged in accordance with the instructions of the Ministry of Shipping & Transport, (TRANSCHART), New Delhi

(c) SHIPMENTS FROM POLAND & CZECHOSLOVAKIA

(i) IMPORTS FROM POLAND

Shipments under this contract would be made by the National flag lines of the two parties and vessels of third flag conference lines, in accordance with the agreement between the Govt. of the Republic of India and the Govt. of the Polish People's Republic regarding shipping co-operation dated 27.6.1960 as amended up-to-date.

(i) IMPORTS FROM CZECHOSLOVAKIA

SA**BANK NOTE PAPER MILL INDIA PRIVATE LIMITED**

SECTION: XVIII

SHIPPING ARRANGEMENT FOR LINER CARGOES

SHEET 2 OF 6

Goods under this contract would be shipped by the National flag lines of the two parties and vessels of the third flag conference lines, in accordance with the Agreement on co-operation in Shipping between India and Czechoslovakia signed on 3.11.1978 and ratified on 19.12.1979, as amended up-to-date.

Shipping arrangements should be made by the Sellers in consultation with the Resident Representative of the Indian shipping Lines in Gdynia, C/o Morska Agencja W. Gdyni, Gdyni, ul, Pulaskiego 8, P.O. Box 111-10 246; Gdynia (Po-and)- Telex: MAG, PL. 054301, Tel: 207621). to whom details regarding contract number, nature of cargo, quantity, port of loading/discharging, name of Government consignee, expected date of readiness of each consignment etc., should be furnished at least six weeks in advance of the required position, with a copy thereof endorsed to the Shipping Co-ordination Officer, Ministry of Shipping & Transport (Chartering Wing), New Delhi (Cable: TRANSHART, NEW DELHI; Telex: VAHAN ND-2312, 2448 & 3104.).

(d) SHIPMENTS FROM RUSSIA & OTHER MEMBER COUNTRIES OF C.I.S.

Shipment under this contract should be made in accordance with the Agreement between the Government of the Republic of India and the Government of the Russia & other member countries of C.I.S. on Merchant Shipping, by vessels of Indo-C.I.S. Shipping Service.

(e) SHIPMENT FROM JAPAN

The shipment of goods should be made by Indian vessels to the maximum extent possible subject to a minimum of 50%.

The Seller should arrange shipment of the goods in consultation with the Embassy of India in Japan, Tokyo, to whom details regarding contract number, nature of cargo, quantity, port of loading/ discharge, name of the Govt. consignee, expected date of readiness of each consignment etc. should be furnished at least six weeks in advance of the required position.

Note: The copies of such contracts are to be endorsed both to the Attache (Commercial), Embassy of India in Japan, Tokyo, and the Shipping Co-ordination Officer, Ministry of Shipping & Transport, New D.

(f) SHIPMENTS FROM AUSTRALIA, ALGERIA, BULGARIA, ROMANIA, EGYPT

The Seller shall arrange shipment of the goods by Indian flag vessels to the maximum extent possible subject to a minimum of 50%. For the purpose of ascertaining the availability of suitable Indian vessels, the Seller shall give adequate notice of not less than six weeks about the readiness of each consignment to the Shipping Corporation of India Ltd., SHIPPING HOUSE, 245, Madame Cama Road, Bombay-400 021 (CABLE: SHIPINDIA BOMBAY) and also endorse a copy thereof to the Shipping Coordination Officer, Ministry of Shipping & Transports, New Delhi (Cable: TRANSHART, NEW DELHI; Telex: VAHAN ND-2312, 2448 & 3.

(g) SHIPMENTS FROM PAKISTAN

The shipment of cargoes should be made by Indian vessels to the maximum extent possible subject to a minimum of 50%. Shipping arrangements should be made by the Sellers in consultation with M/s Mogul Line Ltd. 16- Bank Street, Fort, Bombay-400 023 (Cable: MOGUL BOMBAY; Telex 011-4049 MOGUL), to whom details regarding contract number, nature of cargo, quantity, port of loading/discharging, name of Government



consignee, expected date of readiness of each consignment etc. should be furnished at least six weeks in advance of the required position with a copy thereof endorsed to the Shipping Co-ordination Officer, Ministry of Shipping & Transport(Chartering Wing), New Delhi (Cable: TRANSCHART, NEW DELHI ;Telex : VAH-N NO- 2312, 2448 &)

(h) SHIPMENTS FROM U.S ATLANTIC & GULF PORTS

The Seller should arrange shipment of the goods by vessels belonging to the member lines of the India-Pakistan-Bangladesh-Ceylon and Burma Outward Fright Conference.If the Seller finds that the space on the Conference Lines vessels is not available for any specific shipment, he should take up with India-Pakistan-Bangladesh-Ceylon and Burma Outward Fright Conference, 19, Rector Street, New York N.Y 10006 U.S.A. for providing shipping space and also inform the Shipping Co-ordination Officer, Ministry of Shipping & Transport, New Delhi (Cable: TRANSCHART, NEW DELHI;Telex: VAH-N NO- 2312, 2448 & 3.

(i) SHIPMENTS FROM ST.LAWRENCE AND EASTERN CANADIAN PORTS

The Seller should arrange shipment of the goods by vessels belonging to the following shipping lines:-

- (1) The Shipping Corporation of India Ltd.
- (2) The Scindia Steam Navigation Co.Ltd.

If the Seller finds that the space in vessels of these Lines is not available for any particular consignment, he should inform the Shipping Co-ordination Officer, Ministry of Shipping & Transport, New Delhi (Cable :TRANSCHART,NEW DELHI ; Telex: VAH-N NO- 2312, 2448 & 3104) immediately so that dispensation from the shipping lines concerned to use alternative lifting may be so.

(j) SHIPMENTS FROM WEST COAST PORTS OF U.S.A., CANADA AND OTHER AREAS NOT SPECIFICALLY MENTIONED ABOVE

The Seller should arrange Shipment of the goods by Indian vessels to the maximum extent possible subject to a minimum of 50%. For the purpose of ascertaining the availability of suitable Indian vessel and granting dispensation in the event of their non-availability, the Seller should furnish the details regarding contract number, nature of cargo, quantity, port of loading/discharge, name of the Govt. consignee and expected date of readiness of each consignment etc. to the Shipping Coordination Officer, Ministry of Shipping & Transport, New Delhi (Cable : TRANSCHART, NEW DELHI : Telex : VA-ANNO - 2312, 2448 & 3104) at least six weeks in advance of the required position.

2.0 BILLS OF LADING

(i) C.I.F./ C&F TURNKEY SHIPMENTS

The Bills of lading should be drawn to indicate "Shipper" and "Consignee" as under: -
SHIPPER: The C.I.F./C&F TURNKEY SUPPLIERS concerned.

CONSIGNEE: As per Consignee's particulars in the contract (The name and address of the "Port Consignee and "Ultimate Consignee" both should be indicated).

(ii) F.O.R. SHIPMENTS

The bills of Lading should be drawn to indicate "Shipper" and "Consignee" as under: -
SHIPPER: The F.O.R. suppliers concerned.



CONSIGNEE: Suppliers' Indian Agents on order.

Note:-

1. Moreover the name of the " purchaser" and "Ultimate Consignee" should appear in the body of the Bills of lading as the "Notify Part" or as a remark.
2. Two non-negotiable copies of the Bills of lading indicating the freight amount and discount, if any allowed, should be forwarded to the Shipping Co-ordination Officer, Ministry of Shipping and Transport (Chartering Wing), New Delhi after the Shipment of each consignment is effected.
3. The seller should avoid the use of over-aged vessels for the shipment of the goods under the contract and if so used, the cost of additional insurance, if any, shall be borne by the Seller.

B: In Respect of F.O.B./F.A.S Contracts for Imports

1. Shipping arrangements will be made by the Ministry of Shipping and Transport (Chartering Wing), New Delhi(Cable: TRANSCHART, NEW DELH:I Telex: VA-ANNO-2312, 2448 & 3104} through their respective Forwarding Agents/Nominees as mentioned below, to whom adequate notice about the readiness of cargo for shipment should be given by the Sellers from time to time at least six weeks in advance of the required position for finalizing the shipping arrangements

| Area | Forwarding Agents/Nominees |
|--|---|
| (a) U.K. including Northern Ireland (also Eire) the North Continent of Europe (Germany, Holland, Belgium, France, Norway, Sweden, Finland and Denmark) and Ports on the Continental Sea Board of the Mediterranean, (i.e. French and Western Italian ports) and also Adriatic Ports. | M/s Schenker Deutschland AG, Belden Muehren 5 20457 Hamburg , Germany Telephone No. +49 40 36135-351 Fax No: +49 40 36135-509 E-mail- kay.buedinger@schenker |
| (b) U.S.A and Canada | M/s OPT, Overseas Project, Transport Inc., 46,Sellers Street, Kearny, N.J. 07032,USA Tel: 201/998-7771 Tel : 573-3586 Fax: 201-998-78 |
| (c) Japan | The First Secretary (Commercial) Embassy of India, Tokyo, Japan, (Cable : INDEMBASSY TOKYO) Telex: INDEMBASSY J 24850, Telephone - 262 - 2391 |
| (d) Australia, Algeria, Bulgaria, Romania, Czechoslovakia, Egypt. | The Shipping Corporation of India Ltd., 'Shipping House' 229/232 Madame Cama |

SA**BANK NOTE PAPER MILL INDIA PRIVATE LIMITED**

SECTION: XVIII

SHIPPING ARRANGEMENT FOR LINER CARGOES

SHEET 5 OF 6

| | |
|--|---|
| | Road, Bombay - 400021 (Cable: SHIP INDIA BOMBAY) Telex: 31-2209 SCID IN Telephone: 232666, 232785. |
| (e) Russia & other member countries of C.I.S | The Secretaries, Indo-C.I.S. Shipping Service, C/o The Shipping Corporation of India Ltd., 'Shipping House' 245, Madame Cama Road, Bombay- 400021. (Cable: SHIP INDIA BOMBAY FOR SOVIND SHIP) Telex : 31-2209 SCID IN Telephone : 232666, 232785. |
| (f) Poland | The Secretaries, Indo-Polish Shipping Service, C/o The Shipping Corporation of India Ltd., 'Shipping House' 245, Madame Cama Road, Bombay- 400021. (Cable: SHIP INDIA BOMBAY FOR INDOPOL) Telex: 31-2209 SCID IN Telephone: 232666, 232785. |
| (g) Pakistan | The Mogul-Line Ltd., 16, Bank Street, Fort Bombay - 400023 (Cable: MOGUL BOMBAY) Telex: 011-4049 (MOGUL) Telephone : 252785 II |
| (h) Other areas not specifically mentioned above | The Shipping Co-ordination Officer, Ministry of Shipping and Transport, (Chartering Wing), New Delhi. (Cable : TRANSHART, NEW DELHI) Telex: VAHAN NO 2312, 2448 & 3104 |

2. BILLS OF LADING

The Bills of Lading should be drawn to indicate 'Shipper' and 'Consignee' as under:-
SHIPPER: The Government of India.



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BANK NOTE PAPER MILL INDIA PRIVATE LIMITED

SECTION: XVIII

SHIPPING ARRANGEMENT FOR LINER CARGOES

SHEET 6 OF 6

CONSIGNEE: "As per consignee's particulars in the contract. (The name and address of the 'Port Consignee' and 'Ultimate Consignee' should both be indicated.)

3. Two non-negotiable copies of the Bills of Lading indicating the freight amount and discount, if any allowed, should be forwarded to the Shipping Co-ordination Officer, Ministry of Shipping and Transport (Chartering Wing), Parivahan Bhawan. New Delhi after the Shipment of each consignment is affected.

4. The Seller should avoid the use of over-aged vessels for the shipment of the goods under the contract and if so used, the cost of additional insurance, if any, shall be borne by the Seller.



APQ

BANK NOTE PAPER MILL INDIA PRIVATE LIMITED

SECTION: XX

APPLICATION- PRE-QUALIFICATION

SHEET 1 OF 5

To
Bank Note Paper Mill India Private Limited
Registered corporate office ,
Administrative Building
Note Mudran Nagar
Mysore 570003

I / We have read and understood the Pre-qualification tender notice and instructions to the applicants and apply herewith for pre-qualification. . I / We furnish the information in the prescribed format including supplementary sheets fromfor your consideration. I/We do declare that the information furnished is correct and true to the best of my/our knowledge and belief.

Yours faithfully

Signature.....

Name:.....

Designation:.....

Seal.....



BASIC INFORMATION

| | | |
|---|--|-------------------|
| 1 | Name of the applicant / organization and address of the registered office/business office. | |
| 2 | (a) Whether bidder is OEM (b) Address of the manufacturing facility in India (c) Annual Capacity of manufacturing facility | Yes / No |
| 3 | Type of the organization (whether Sole Proprietorship / Partnership / Private Limited / Limited or Cooperative Body etc). | |
| 4 | Name of the Proprietor / Partners / Directors of the Organization / Firm as the case may be. | (a) (b) (C) |
| 5 | Details of Registration - (whether Partnership firm, Company etc) - Name of Registering Authority, Date, Registration No etc. | |
| 6 | Whether registered with Government / Semi- Government / Municipal Authorities or any other Public Organization as a vendor and if yes provide details thereof. | |
| 7 | Pre-Qualification applied for (Please tick the appropriate equipment/system) | a) |
| 8 | Experience in this field (Enclose documentary evidence) | ____ Years |
| 9 | Address of office through which the proposed work will be handled and the name and designation of the Officer-in-charge. | |

APQ**BANK NOTE PAPER MILL INDIA PRIVATE LIMITED**

SECTION: XX

APPLICATION- PRE-QUALIFICATION

SHEET 3 OF 5

| | | |
|----|---|--------|
| 10 | Names of Bankers and their full addresses | |
| 11 | Whether any civil suit / litigation arisen in the contracts executed during the last five years / being executed now. If yes, please furnish the details in the proforma given below. | |
| 12 | Has the applicant been blacklisted/ debarred by BNPMIPL/ BRBNMPL /SPMCIL or any Govt. Departments. | Yes/NO |

(If yes please provide the details.)

Signature of the Applicant _____

Name-----

Designation-----

Date-----

Stamp of the Organization-----



| | | |
|------------|---|--------------|
| APQ | BANK NOTE PAPER MILL INDIA PRIVATE LIMITED | ANNEXURE- I |
| | DECLARATION | SHEET 1 OF 1 |

(To be submitted on the letterhead)

DECLARATION

We do hereby declare that we have not been blacklisted/ debarred by BNPMIPL/ BRBNMPL /SPMCIL or any Govt. Departments. The information provided above is correct and true to the best of my knowledge and belief. In case, at any time the information furnished is found to be false, you my disqualify/debar me/us as deemed fit.

Signature _____

Name-----

Designation-----

Date-----

Stamp of the Organization-----



(To be submitted on the letterhead)

DECLARATION

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

Signature _____

Name-----

Designation-----

Date-----

Stamp of the Organization-----



