























## SECTION II – GENERAL INSTRUCTIONS TO TENDERERS

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 tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by BNPM, in terms of clause 44 of GIT.

### G. Award Of Contract

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

### 41. Award Criteria

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

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

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

### 43. Parallel Contracts

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

### 44. Serious Misdemeanours

44.1 Following would be considered serious misdemeanours:

- a) Submission of misleading/ false/ fraudulent information/ documents by the bidder in their bid
- b) Submission of fraudulent / un-encashable Financial Instruments stipulated under Tender or Contract Condition.
- c) Violation of Code of Ethics laid down in Clause 32 of the GCC.
- d) Cartel formation or quotation of Pool/ Co-ordinated rates leading to "Appreciable Adverse Effect on Competition" (AAEC) as identified under the Competition Act, 2002.

- e) Deliberate attempts to pass off inferior goods or short quantities.
- f) Violation of Fall Clause by Rate Contract holding Firms.
- g) Attempts to influence BNPM's Decisions on scrutiny, comparison, evaluation and award of Tender.

44.2

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

### 45. Notification of Award

45.1

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

### 46. Issue of Contract

46.1

Within seven working days of receipt of performance security, BNPM will send the contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.

46.2

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

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

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

### 48. Return of EMD

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

### 49. Publication of Tender Result

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

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

#### 50. Rate Contract Tenders : **NOT APPLICABLE**

50.1

In addition to GIT in Part I above, following GIT will be applicable to rate contract Tenders:

- a) Earnest Money Deposit (EMD) is not applicable.
- b) In the Schedule of Requirement, no commitment of quantity is mentioned: only the anticipated requirement is mentioned without any commitment.
- c) BNPM reserves the right to conclude more than one rate contract for the same item.
- d) Unless otherwise specified in SIT, the currency of a Rate Contract would normally be for one year.
- e) During the currency of the Rate Contract, BNPM may withdraw the rate contract by serving suitable notice. The prescribed notice period is generally thirty days.
- f) During the currency of the Rate Contract, BNPM would have the option to renegotiate the price with the rate contract holders.

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- g) During the currency of the Rate Contract, in case of emergency, BNPM may purchase the same item through ad hoc contract with a new supplier.
- h) Usually, the terms of delivery in rate contracts are FOR dispatching station.
- i) Supply orders, incorporating definite quantity of goods to be supplied along with all other required conditions following the rate contract terms, will be issued by nominated Direct Demanding Officers (DDO) for obtaining supplies through the rate contract.
- j) BNPM is entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will be affected beyond the validity period of the rate contract, all such supply will be guided by the terms & conditions of the rate contract.
- k) The rate contract will be guided by "Fall Clause" as described below.
- 50.2 Fall Clause**  
If the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods, following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly. Any violation of the fall clause would be considered a serious misdemeanour under clause 44 of the GIT and action, as appropriate, would be taken as per provision of that clause.
- 50.3 Performance Security**  
Value of Performance Security would be stipulated in the SIT. Performance Security shall, however, not be demanded again in the individual supply orders issued subsequently against rate contracts.
- 50.4 Renewal of Rate Contracts**  
In case, it is not possible to conclude new rate contracts before the expiry of existing ones, due to some special reasons, the existing rate contracts would be extended with same terms, conditions etc. for a suitable period, with the consent of the rate contract holders. Rate contracts of the firms, who do not agree to such extension, will be left out. Period of such extension would generally not be more than three months.
- 51. Prequalification Bidding - NOT APPLICABLE**
- 51.1** Prequalification bidding is for short-listing of qualified Bidders who fulfil the Prequalification criteria as laid down in SIT or in Volume I of SBD - "Qualification Criteria" for procurement of Goods or Services as listed in Section VI of SBD - "List of Requirements". Shortlisted Bidders would be informed of their qualification and short listing in accordance with the stipulations laid down in the SIT Unless otherwise stipulated in the SIT the PQB short listing would be valid only till the next procurement tender. Further conditions will be elaborated in the SIT.
- 51.2** If stipulated in the SIT, only these shortlisted qualified bidders would be invited to participate in the Procurement process. Otherwise SIT may also indicate that instead of floating a separate PQB tender, it may be combined with the Procurement Tender, as a three bid tender. Initially the first Packet containing PQB would be opened and evaluation would be done. Thereafter the rest of tender would be handled as a two bid system for only those bidders who succeed in PQB.
- 52. Tenders involving Samples- NOT APPLICABLE**
- 52.1** Normally no sample would be called along with the offer for evaluation.
- 52.2** Purchaser's Samples:  
If indicated in the SIT, A Purchaser's sample may be displayed to indicate required characteristics over and above the Specifications for perusal of the bidders Name and Designation of the Custodian, Place, Dates and Time of inspection of Purchaser's sample will be indicated in the SIT. The supplies in the contract will have to meet the indicated required characteristics for which the Purchaser's sample was displayed, besides meeting the specification listed in "Technical Specifications" of the Tender. He would be issued a sealed Purchaser's sample for the purpose at the time of award of the contract.
- 52.3 Pre-Production Samples:**  
If stipulated in SIT, successful contractor would be required to submit a Pre-Production sample(s) to the Inspecting Officer/ or the nominated authority mentioned in the contract within the time specified therein. If the Contractor is unable to do so, he must apply immediately to the Office issuing the acceptance of tender for extension of time stating the reasons for the delay. If the Purchaser is satisfied that a reasonable ground for an extension of time exists, he may allow such additional time as he considers to be justified (and his decision shall be final) with or without alteration in the delivery period stipulated in the contract and on such conditions as he deems fit. In the event of the failure of the Contractor to deliver the pre-production sample by the date specified in the acceptance of tender or any other date to which the time may be extended as aforesaid by the Purchaser or of the rejection of the sample, the Purchaser shall be entitled to cancel the contract and, if so desired, purchase or authorize the purchase of the stores at the risk and cost of the Contractor (unless specified otherwise in the SIT). In such an event, in case of Security Items where urgency develops due to such delays, BNPM reserves its right to procure not more than one year's requirement against this "Risk & Cost" tender from existing pre-qualified and security cleared firms. Bulk production and supply will only be allowed if this sample(s) pass the Tests laid down in the "Quality Control Requirements" of Volume I.
- 52.4 Testing of Samples**  
Tests, procedures and testing laboratories for testing samples would be detailed in the Section VIII- "Quality Control Requirements" in the SBD.
- 52.5 Validation/ Prolonged Trials**  
If specified in SIT or in the Section VIII- "Quality Control Requirements" in the SBD, pre-production samples may have to undergo validation or extended trial before their performance can be declared satisfactory.
- 52.6** Parameters Settings and duration of Validation Tests would be indicated in Volume I - "Quality Control Requirements". It would also stipulate the period or event marking end of validation trials. It would also be indicated therein whether the Permission to start bulk production will have to wait full validation or it can go on in parallel.
- 53. Expression of Interest (EOI) Tenders: NOT APPLICABLE**
- 53.1** EOI tenders are floated for short listing firms who are willing and qualified for:-
- a) Registration of Vendors for Supply of particular Stores or certain categories of Stores.
  - b) Development of new items or indigenization of Imported stores
- 53.2** The qualification /eligibility criteria required and the format of submission of such Data would be indicated in the "Qualification Criteria" of Volume I.
- 53.3** Objectives and scope of requirement would be indicated in the Section VI - "List of Requirements" in the SBD. Indicative quantity required yearly and its future requirements would also be indicated.
- 53.4** In case of EOI for Development of new Items or for indigenization, prospective firms would be given opportunity to inspect the Machine/ Item at the place of installation at the place, dates and time mentioned in SIT.
- 53.5** In case EOI is for registration of vendors, Registration Fees and validity period of registration would be detailed in the SIT.



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- 53.6 Short List of Suppliers: The suppliers shall be evaluated for short listing, inter-alia, based on their past experience of supplying goods in similar context, financial strength, technical capabilities etc. Each supplier will be assigned scores based on weightages assigned to each of the criteria mentioned in the "Qualification Criteria" in Volume I.
- 53.7 If stipulated in the SIT, the Firm's capacity and Capability may be assessed by a nominated Committee or by a third party nominated by BNPM.
- 53.8 All suppliers who secure the minimum required marks (normally 50% unless otherwise specified in the "Qualification Criteria" in Volume I) would be short listed. "Qualification Criteria" may alternatively specify minimum qualifying requirement for each of the criteria i.e. minimum years of experience, minimum number of assignments executed, minimum turnover etc. Under such circumstances, all suppliers who meet the minimum requirement, as specified, will be short listed.
- 53.9 In case of EOI for registration of vendors, registration letters would be issued to the shortlisted tenderers.
- 53.10 In case of EOI for development/ indigenization, these shortlisted tenderers would only be allowed to participate in the subsequent development/ indigenization tenders.
- 54. Tenders for Disposal of Scrap: NOT APPLICABLE**
- 54.1 Introduction:**  
The tender is for Sale of Scrap material lying at various locations. Details of scrap for sale including Description, Present Condition, Lot Size and its Location would be given in the Section VI - "List of Requirements".
- 54.2 "As Is; Where Is; Whatever Is" Basis of This Sale:  
54.2.1 This sale of Scrap is strictly on "As Is; Where Is; Whatever Is" basis. Tenderer must satisfy himself on all matters with regard to quality, quantity; nature of stores etc., before tendering as no complaint or representation of any kind shall be entertained after the sale contract is concluded.
- 54.2.2 The description of lot in the particulars of sale has been given for the purpose of identification thereof only and the use of such description shall not constitute the sale thereof to be sale by description and no sale shall be invalid by reason of any defect or deviation or variation in any lot or on account of any lot not being exactly described and the purchaser shall not be entitled to claim any damage or compensation whatsoever on account of such fault, error in description, weight or the like.
- 54.2.3 All quantities of scrap whether by weight or measurement mentioned in the Tender notice are only approximate and should the quantity, on actual weight or measurement basis as the case may be and whenever delivered on such basis, works out less than the advertised and /or projected quantity, the BNPM shall not under any circumstances be liable to make good any such deficiency
- 54.2.4 BNPM reserves right to increase or decrease the quantity of any item or items or terminate the contract at any stage by giving one week's notice. No claim whatsoever shall lie against the BNPM on account of such termination of the contract or variation in the quantity.
- 54.2.5 BNPM shall have the right to remove certain items which it feels were not intended for sale but were inadvertently made a part of the scrap material or of the lot offered for sale lying at the premises or were joined or attached to the material offered for sale.
- 54.2.6 Tenderers desirous of purchasing and participating in the tender must visit the site before submitting the offer, after taking due permission from the concerned Stock Holders. The Tenderers submitting the offers shall be deemed to have visited the site and acquainted themselves thoroughly with materials intended for sale in all respect.
- 54.2.7 Any person giving offer shall be deemed to have made himself fully conversant with the Terms and Conditions of the Tender Sale, as well as the location and condition of the materials being sold and shall be deemed to have agreed to all the stated terms and conditions herein under.
- 54.3 Submission of Offer:  
54.3.1 Unless specified otherwise in the SIT, tenders shall hold good for acceptance for a minimum period of 90 days (ninety days) from the date of opening of the tenders. The offers of the tenderers shall be irrevocable.
- 54.3.2 BNPM reserves right to reject any offer without assigning any reason therefore.
- 54.3.3 Unless otherwise stated in the SIT, the amount of EMD in such tenders would be 5% of the value of the tender. The Earnest Money shall be forfeited if the tenderer unilaterally withdraws, amends, impairs or derogates from his offer in any respect within the period of validity of his offer.
- 54.3.4 If the offer of the tenderer is not accepted by the BNPM, the Earnest Money deposit made by the tenderer shall be refunded to him. No interest shall be payable on such refunds. The EMD deposited by the successful tenderer shall remain with the BNPM till payment of the security deposit (SO) money, as stipulated in relevant Clause, has been made. It may be adjusted as part of the total SO money at the discretion of the BNPM.
- 54.3.5 Commercial tax/terminal tax, Octroi, municipal tax or any other taxes/duties etc. whatever in force shall be payable extra by the purchaser as per rules applicable to BNPM. Current and valid PAN and sales/commercial tax registration number wherever applicable must be provided in the Bid of the Tenderer.
- 54.3.6 All arrangement for lifting and transportation of scrap material, including manpower, crane, transport vehicle and trolley etc., if required shall be made by the purchaser concerned only and the BNPM shall not provide or help in providing any such arrangements and the rate quoted by the purchaser must include such and all incidental charges.
- 54.3.7 Registered dealers who are exempted from payment of Sales Tax must submit copies of their Registration certificate of concerned authority and shall be required to submit necessary form duly completed in all respect to BNPM or its representatives before obtaining delivery order, duly signed by the partner of the firm or the person authorized to do so.
- 54.3.8 Evaluation of tenders for Disposal of scrap will be done on similar basis as Tenders for Procurement of Goods, except that the selection of the bidders shall be on the basis of the highest responsive Bidder (H1). In case full quantity is not offered to be taken by the Highest Bidder, parallel contracts would be placed.
- 54.4 Notification of Acceptance and Award of Contract:  
54.4.1 The successful tenderer, herein after referred to as purchasers, shall have to submit security deposit (SO) @ 10% of the total sale value of the contract within 5 working days of issue of the sale contract (excluding the date of issue of sale contract). The SO shall be deposited in the form of bank draft/pay order, drawn on any nationalized or recognized bank in favour of same officer as mentioned in clause 3 of NIT in connection with EMD.
- 54.4.2 The purchaser has to pay balance payment within 20 days from the date of notification of acceptance, which is to be issued by BNPM or his authorized representative, in form of Bank draft drawn on any nationalized or recognized bank in favour of same authority as mentioned above. In case of any, default to deposit balance payment, BNPM reserves right to terminate the contract and forfeit the security deposit.
- 54.5 Disposal Tenders for Security and Sensitive Machinery and Items:  
54.5.1 Non-Misuse Declaration: The bidder is required to give an undertaking that he or his employees or legal heirs will ensure that such items purchased from BNPM, will be utilized only for scrap recovery and will not be misused for any other purpose. He will also ensure that this undertaking is honoured and it got underwritten from further down the line scrap processors/ 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.

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|------|--|-------|--|
| 55.  | <b>Development and indigenization Tenders: <u>NOT APPLICABLE</u></b>   | 55.4  | would not be paid for it.  |
| 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.  |       | 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.  |
| 55.2 | 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.  | 55.5  | Development contracts may, as far as feasible, be concluded with two or more contractors in parallel.  |
| 55.3 | If specified in SIT, The Tenderers may quote separately for  | 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.   |
|      | a) Price/rate for bulk supply of item in development/indigenization supplies and   |       | 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.   |
|      | 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                       | 55.7  | Period of Development Commitment   |
| 55.8 | If specified in SIT, Advance and Intermediate Payment to Suppliers may be allowed.   | 55.10 | 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. |
| 55.9 | Quantity for Development Commitment<br><br>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. |       |  |



## SECTION III – SPECIAL INSTRUCTIONS TO TENDERERS

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

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

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

Sl. No.	GIT Clause no	Topic	SIT Provision
1	1,2,3,4,5,6, 7	PREAMBLE-Introduction, Language of Tender, Eligible Tenderers, Eligible Goods and Services (Origin of Goods), Tendering Expense, Tender Documents, Amendments to Tender Documents	No Change
2	8	Pre-bid Conference	Not applicable
3	9	Time Limit for receiving request for clarification of Tender Documents	Should not be later than 7 days prior to prescribed date of submission of tender.
4	10,11,12, 13,14,15	Documents Comprising the Tender, Tender Currencies, Tender Prices, Indian Agent, PVC Clause & Formula, Alternative tenders	No Change except the taxes will be applicable as per GST rules (GIT: Clause 12.7 to Clause 12.13)
5	16	Documents Establishing Tenderer's Eligibility and Qualifications	No Change
6	17	Documents establishing Good's Conformity to Tender document	No Change
7	18	Earnest Money Deposit (EMD)	<p><b>Rs.10,000/-</b></p> <p><b>*For MSE Bidders:</b> Submission of EMD is exempted for <b>Micro and Small Enterprises (MSEs)</b> as per the Public Procurement Policy for MSEs Order, 2012. MSEs should be registered and also continue to remain registered during the tender validity period with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC)</p>



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			<p>or Directorate of Handicrafts and Handlooms or UDYAM Registered or Any other body specified by Ministry of MSME.</p> <p><b>Documents:</b> For <b>MSE bidders:</b> Valid NSIC / KVIC / KVIB / DIC / UDYAM Registration certificate. For <b>Start-up Bidders:</b> Valid Certificate of recognition issued by DPIIT. Bid Security Declaration as per <b>Annexure-C</b> is to be submitted by bidders claiming EMD exemption.</p> <p>For <b>Non-MSE/Non-Start-up bidders:</b> EMD is to be submitted.</p> <p><b>Note for MSME's:</b></p> <p>a) Micro and Small Enterprises (MSEs) having major activity as <b>"Manufacturers"</b> and <b>"Service Providers"</b> as per UDYAM certificate are eligible for claiming EMD exemption. EMD exemption can be claimed irrespective of NIC code specified in UDYAM certificate.</p> <p>b) An enterprise re-classified to <b>"Medium"</b> as per UDYAM Certificate may continue to avail EMD exemption from the enterprise type it was in before the re-classification (i.e. Small/Micro), for a period of three years from the date of such re-classification. An enterprise classified continuously as <b>"Medium"</b> beyond three cannot claim EMD</p>
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			<p>exemption.</p> <p>c) MSME's having major activity as <b>"Trading"</b> for availing benefits of Priority Sector Lending (PSL) only as per UDYAM certificate are excluded from claiming EMD exemption. Such bidders are required to submit EMD as per tender, else their bid will be considered ineligible/unresponsive and will be ignored.</p>
8	19	<b>Tender Validity (120 days in case of two-bid system after the date of tender opening prescribed in the tender document)</b>	No Change
9	20	<p>Signing and Sealing of Tender Note: The following SIT provision is made with respect the following clause <b>20.4. Number of Copies of Tenders to be submitted : NIL</b></p> <p><b>20.9: E procurement: Permitted.</b></p>	Only E-procurement
10	21,22,23	Submission of Tenders, Late Tender, Alteration and Withdrawal of Tender	No Change
11	24	<p>Opening of tenders Note: Please read the guidelines for filling up two part bid tender as mentioned in NIT above which is described in detail w.r.to clause 24.4</p>	No Change
12	25	Basic Principle	No Change
13	26,27,28, 29,30,31, 32,33,34 ,35	<p>Preliminary Scrutiny of Tenders, Minor Infirmary / Irregularity / Non-Conformity, Discrepancy in Prices, Discrepancy between original and copies of Tender, Clarification of Bids, Qualification / Eligibility Criteria, Conversion of tender currencies to Indian Rupees, Schedule-wise Evaluation, Comparison on CIF Destination Basis. Additional Factors and</p>	<p>Clause 33-35: Refer point (17) below: Evaluation shall be carried out on overall lowest total effective price quoted by the bidders.</p> <p>No change for other clauses</p>

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		Parameters for Evaluation and Ranking of Responsive Tenders.	
14	36 to 49	Tenderer's capability to perform the contract, Tenderer's capability to perform the contract, Cartel Formation / Pool Rates, Negotiations, Contacting BNPMIPL, Award of contract, Award Criteria, Variation of Quantities at the Time of Award, Parallel Contracts, Serious Misdemeanors, Notification of Award, Issue of Contract, Non-receipt of Performance Security and Contract by BNPMIPL, Return of EMD, Publication of Tender Result.	No Change
15	50 to 55	Rate Contract Tenders, PQB Tenders, Tenders involving Purchaser's and Pre-Production Samples, EOI Tenders, Tenders for Disposal of Scrap, Development / Indigenization Tenders	Not Applicable to this tender

**16. The bidder shall consider the following points while quoting GST Rate in their bid:**

- a) In case of unregistered bidders, the rate and amount of GST shall be shown as “Nil”.
- b) In case of a compounding dealer, GST shall be quoted as “Nil” as compounded dealers cannot collect GST from the consumers. The price quoted therefore shall be construed as all inclusive.
- c) In case of work contracts or pure labour contracts, the bidder shall quote single GST rate for the work.
- d) In case of composite supplies, i.e., a supply consisting of one principal supply and other ancillary supplies, the supply will attract the GST Rate of the principal supply. For example, if Item A in the supply order is the major or principal supply and other items are ancillary supplies, the bidder shall quote the GST Rate applicable to the principal goods (i.e., Item A) being supplied.
- e) In case of mixed supply, i.e., a combination of two or more individual goods made together for a single price (each of these items can be supplied separately and is not dependent on any other), the total supply will attract the GST rate of the item which has the highest rate of tax. For example, if Item A in the mixed supply attracts highest rate of tax, the bidder shall quote the GST rate applicable to item A for total mixed supply.
- f) In case of supplies which are neither composite nor mixed supplies, the bidder shall quote the GST Rate applicable to each item of supply separately.
- g) If there is any difference of opinion regarding classification in HSN code, the bidder shall seek clarification/raise query within the given time from the date of tender and it would be clarified before



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submitting the bid. Once clarified then that will be final & binding and no deviation shall be granted.

### 17. Evaluation Criteria:

(i) The technical bids shall be opened in the first instance and these bids shall be scrutinised and evaluated by the competent committee/ authority with reference to the parameters prescribed in the tender document. Subsequently, in the second stage the financial bids of only technically acceptable offers as decided in first stage shall be opened for further scrutiny and evaluation. 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) **Method of Evaluation:** Evaluation shall be carried out on **overall effective price** quoted by the bidders, unless any other method of evaluation is specifically provided in the enquiry and contract shall be awarded to **overall lowest (L-1) bidder**. The quoted price should be inclusive of P&F, Freight, Transit Insurance and any other charges required for delivery of item to BNPM, Mysuru on F.O.R basis.

(iii) **Price Tie:** In case of a price tie at L-1 price, as per higher net worth in FY 2024-25 among the tied parties shall be awarded order.

(iv) All responsive tenderers shall be evaluated as per the terms & conditions of the tender. The basis for arriving at the lowest responsive bidder shall be as per the price quoted for landed cost at Mysore including GST, packing & forwarding charges, freight, insurance and any other charges etc. with price bid format. and input credit shall be deducted to arrive at the effective price. Effective price (i.e., without GST) shall be considered for arriving the lowest responsive bidder.

(v) In case of any mismatch in HSN code with respect to offered product, same shall be decided in consultation with winning bidder

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

(vii) In case of tie: Bidder with highest net worth in last financial year i.e., 2023-34 will be considered as L1 Bidder.

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

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

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

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

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

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

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

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

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

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

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

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





## SECTION IV – GENERAL CONDITIONS OF CONTRACT

<p>"CPSU" Central Public Sector Undertaking</p> <p>"CST" Central Sales Tax</p> <p>"DDO" means Direct Demanding Officer</p> <p>"DGS&amp;D" in Rate Contracts means Directorate General of Supplies and Disposals</p> <p>"DP" Delivery Period</p> <p>"ECS" Electronic clearing system</p> <p>"ED" Excise Duty</p> <p>"EMD" Earnest money deposit</p> <p>"EOI" Expression of Interest (Tendering System)</p> <p>"ERV" Exchange rate variations</p> <p>"FAS" Free alongside shipment</p> <p>"FOB" Freight on Board</p> <p>"FOR" Free on Rail</p> <p>"GCC" General Conditions of Contract</p> <p>"GIT" General Instructions to Tenderers</p> <p>"GST" Goods and Services Tax which will replace Sales Tax</p> <p>"H1, H2 etc" means First Highest, Second Highest Offers etc. in Disposal Tenders means</p> <p>"Incoterms" International Commercial Terms, 2010 (of ICC)</p> <p>"L1, L2 etc" First or second Lowest Offer etc.</p> <p>"LC" Letter of Credit</p> <p>"LD or L/D" Liquidated Damages</p> <p>"LSI" Large Scale Industry</p> <p>"NIT" Notice Inviting Tenders.</p> <p>"NSIC" National small industries corporation</p> <p>"PQB" Pre-qualification bidding</p> <p>"PSU" Public Sector Undertaking</p> <p>"PVC" Price variation clause</p> <p>"RC" Rate contract</p> <p>"RR or RIR" Railway Receipt</p> <p>"SBD" or "T Document" (Standard) BID / Tender Document</p> <p>"SCC" Special Conditions of Contract</p> <p>"SIT" Special Instructions to Tenderers</p> <p>"BNPM" / Purchaser Bank Note Paper Mill India Private Limited</p> <p>"SSI" Small Scale Industry</p> <p>"ST" Sales Tax</p> <p>"VAT" Value Added Tax</p> <p><b>2. Application</b></p>	<p>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.</p> <p>2.2 General Conditions of the contract shall not be changed from one tender to other.</p> <p>2.3 Other Laws and Conditions that will govern the Contract:</p> <p>Besides GCC and SCC following conditions and Laws will also be applicable and would be considered as part of the contract:</p> <p>a) Indian Contracts Act, 1872</p> <p>b) Sale of Goods Act, 1930</p> <p>c) Arbitration and Conciliation Act, 1996</p> <p>d) Competition Act, 2002 as amended (Amendment Act), 2007</p> <p>e) Contractor's Tender Submissions including Revised Offer during Negotiations if any</p> <p>f) Conditions in other parts of the Tender Documents</p> <p>g) Correspondence including counter-offers if any; between the Contactor and BNPM during the Tender Finalization</p> <p>h) Notification of award and Contract Documents</p> <p>i) Subsequent Amendments to the Contract</p> <p>j) Any other applicable law/ regulation</p> <p>3. Use of contract documents and information</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p><b>4. Patent Rights</b></p>
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## SECTION IV – GENERAL CONDITIONS OF CONTRACT

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

### 5. Country of Origin

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

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

### 6. Performance Bond/ Security

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

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

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

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

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

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

### 7. Technical Specifications and Standards

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

### 8. Packing and Marking

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

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

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

### 8.3 Packing instructions:

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

- Contract number and date
- Brief description of goods including quantity
- Packing list reference number
- Country of origin of goods
- Consignee's name and full address and
- 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



## SECTION IV – GENERAL CONDITIONS OF CONTRACT

able to complete the inspection within the contractual delivery period.

9.6 If the supplier renders the goods to BNPM's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to BNPM under the terms & conditions of the contract.

9.7 BNPM's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by BNPM's inspector during pre-despatch inspection mentioned above.

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

### 10. Terms of Delivery

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

### 11. Transportation of Goods

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

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

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

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

### 12. Insurance

12.1 Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

12.2 In case of supply of domestic goods on CIF destination basis, the supplier shall be responsible till the entire stores contracted for arrives in good condition at the destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier in its own name and not in the name of BNPM or its Consignee.

12.3 In the case of FOB and C&F offers for import of Goods, insurance shall be arranged by the Purchaser. However, the supplier must give sufficient notice to the Purchaser prior to the date of shipment, so that the Insurance Cover for the shipment can be activated. The Supplier must co-ordinate so as to ensure that the Shipment sails only with Insurance cover in place.

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

### 13. Spare parts

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

a) The spare parts as selected by BNPM to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and

b) In case the production of the spare parts is discontinued:

i) Sufficient advance notice shall be given to BNPM before such dis-continuation to provide adequate time to BNPM to purchase the required spare parts etc. &

ii) Immediately following such dis-continuation, the supplier shall provide BNPM designs, drawings, lay-outs & specifications of spare parts as required by BNPM free of cost.

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

### 14. Incidental services

14.1 Subject to the stipulation, if any, in the SCC under volume I and the Technical Specifications, the supplier shall be required to perform any or all of the following services.

a) Providing required jigs and tools for assembly, start-up and maintenance of the goods

b) Supplying required number of operation & maintenance manual for the goods

c) Installation and commissioning of the goods

d) Training of BNPM's operators for operating and maintaining the goods

e) Providing after sales service during the tenure of the contract

f) Providing maintenance service after expiry of the warranty period of the goods if so incorporated in the contract

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

## SECTION IV – GENERAL CONDITIONS OF CONTRACT

### 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
- 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 twenty-four months after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by BNPM in terms of the contract or for fifteen months from the date of despatch of the last item to be supplied under the contract from the supplier's premises for domestic goods (including goods already imported by the supplier under its own arrangement) or for eighteen months from the date of shipment from the port of loading in the source country for imported goods offered from abroad, whichever is earlier, unless specified otherwise in the specifications.

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

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

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

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

### 17. Assignment

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

### 18. Sub Contracts

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

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

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

### 19. Modification of contract

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

- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for BNPM,



## SECTION IV – GENERAL CONDITIONS OF CONTRACT

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

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

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

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

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

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

a) Original Invoice

b) Packing List

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

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



## SECTION IV – GENERAL CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

- a) Imposition of liquidated damages

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

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

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

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

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

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

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

### 24. Liquidated damages

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

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



## SECTION IV – GENERAL CONDITIONS OF CONTRACT

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

24.4 If the LD exceeds the specified limit, the Purchaser shall reserve the right to cancel/terminate the Contract as per clause 26 of GCC.

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

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

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

### 26. Termination for default

26.1 BNPM, without prejudice to any other contractual rights and remedies available to it (BNPM), may by written notice 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 terminating the contract in whole or in part, pursuant to GCC sub-clause 26.1 above, BNPM may procure goods and/ or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the supplier and the supplier shall be liable to BNPM for the extra expenditure, if any, incurred by BNPM for arranging such procurement.

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

### 27. Termination for insolvency

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

### 28. Force Majeure

28.1 In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Contractor shall, within a week from the commencement

thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Unless otherwise directed by BNPM in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

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

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

### 29. Termination for convenience

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

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

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

### 30. Governing language

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

### 31. Notices

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

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



## SECTION IV – GENERAL CONDITIONS OF CONTRACT

### 32. Code of Ethics

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

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

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

- a) A proposal for award will be rejected if it is determined that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.
- b) A contract will be cancelled if it is determined at any time that BNPM representatives/officials have directly or indirectly, engaged in corrupt, fraudulent collusive or coercive practices during the procurement or the execution of that contract.
- c) In case any individual staff is found responsible, suitable disciplinary proceedings should be initiated against such staff under the applicable conduct rules. The existing provisions under the Indian law including the instructions of Central Vigilance Commission should be followed in this regard.
- d) Firms or individuals shall be banned/ blacklisted after following due process, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a BNPM contract, if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a BNPM contract.

### 33. Resolution of disputes

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

33.2 Arbitration Clause: - Any dispute or difference whatsoever arising between the Parties out of or relating to the construction, meaning, scope operation or effect of this Agreement

or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and under the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the Parties. The Arbitral Tribunal shall consist of three Arbitrators. The venue of the Arbitration shall be Bangalore and it shall be conducted in English language.

### 34. Applicable Law

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

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

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

### 35. Secrecy

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

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

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

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

#### 36. Disposal / Sale of Scrap by Tender - NOT APPLICABLE

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

#### 36.2 Payment and Default

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

36.2.2 No interest will be paid to the purchaser for the amounts paid or deposited with the BNPM and subsequently found refundable to the purchaser under any of the conditions of the contract.

36.2.3 If the purchaser fails to deposit sale value for a sold lot within the allowed period as per relevant clause BNPMIPL may forfeit the security deposit. Requests for an extension of this period, made by the purchaser may be considered by the BNPMIPL and may at its discretion, on the merits of the case, allow further time not excluding 50 days from the date of the contract. Interest shall be leviable on such amount at a rate 2% per annum higher than the PLR of State Bank of India, from the date of expiry of the



## SECTION IV – GENERAL CONDITIONS OF CONTRACT

payment date to actual date of payment (actual date of payment inclusive).

36.2.4 The lot or lots in respect of which forfeiture has been made, shall be deemed to have been abandoned by the purchaser to all intents and purposes and may be re-sold or otherwise disposed of at the discretion of the BNPMIPL without reference to the purchaser concerned and without incurring any liability on part of BNPMIPL whatsoever in respect there under.

36.2.5 In case extension is granted by BNPMIPL and due to late payment of sale amount the delivery cannot be completed by the purchaser, in accordance with the relevant clause of Special Conditions of Tender sale, then ground rent shall also be leviable as per relevant clause of Special Conditions of Tender sale.

36.2.6 On production of proof of having made payment, nominated authority shall issue a delivery order authorizing the purchaser to take delivery of the Scrap Materials.

### 36.3 Deliveries, Delays and Breach of Contact

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

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

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

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

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

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

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

36.3.8 If due to any default on the part of the BNPMIPL, the purchaser is unable to remove the materials sold within the

specified period, the BNPMIPL may extend the period therefore and in such an event purchaser will be entitled to take delivery of the goods or the materials sold within such extended Delivery period.

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

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

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

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

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

### 37. Integrity Pact – NOT APPLICABLE

## SECTION V – SPECIAL CONDITIONS OF CONTRACT

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

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

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

Sl. No.	GCC Clause No.	Topic	SCC Provision
1	1 to 5	Definitions; Interpretation and Abbreviations, Application, Use of contract documents and information, Patent Rights, Country of Origin	No Change
2	6	Performance Security	<p>a) Within 21 days after the issue of notification of award by BNPM, the successful bidder shall furnish performance security to BNPM for an amount equal to (5%) five per cent of the total value of the contract valid up 60 days after the completion of all contractual obligations including warranty obligations by the supplier.</p> <p>b) The Performance security shall be denominated in Indian Rupees or in the currency of the contract and shall be in one of the following forms:</p> <ul style="list-style-type: none"> <li>i. Account Payee Demand Draft drawn on any commercial bank in India, in favour of Bank Note Paper Mill India Private Limited.</li> <li>ii. Fixed Deposit (FDR) from a scheduled commercial bank in India;</li> <li>iii. Un-conditional Bank Guarantee issued /confirmed from any of the commercial bank in India as per Section XV of tender, valid up to sixty days after the date of completion of all contractual obligations by the supplier</li> <li>iv. Online payment in an acceptable form.</li> <li>v. Insurance Surety Bonds.</li> </ul>



## SECTION V – SPECIAL CONDITIONS OF CONTRACT

3	7 to 15	Technical Specifications and Standards, Packing and Marking, Inspection and Quality Control, Terms of Delivery, Transportation of Goods, Insurance, Spare parts, Incidental Services, Distribution of Dispatch Documents for Clearance/ Receipt of Goods	<p><b>Clause 7, 8, 10 – 15:</b> No Change</p> <p><b>Clause 9:</b> Not Applicable</p>
4	16	Warranty	The supplier warrants that the goods supplied under the contract is new, unused and 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. This warranty shall remain valid for <b>24 Months</b> after the goods or any portion thereof as per the tender, have been delivered to the final destination and accepted by BNPM. In case of any claim arising out of this warranty, BNPM shall promptly notify the same in writing to the supplier and within a mutually agreed time supplier shall repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination (i.e. Onsite at BNPM, Mysuru).
5	17 & 18	Assignment, Sub Contracts	No Change
6	19	Modification of contract	No Change, Clause 19.3: Option clause is not applicable
7	20 & 21	Prices, Taxes and Duties	No Change
8	22	Terms and Mode of Payment	<p>100% payment shall be made within 30 days from the date of receipt, acceptance &amp; demonstration of operation of the material as per purchase order at BNPMIPL and on production of all required documents by the supplier.</p> <p>Payment shall be done in INR only.</p>
9	23 to 32	Delay in the supplier's performance, Liquidated damages, Custody and Return of BNPM's Materials/ Equipment/ Documents loaned to Contractor, Termination for default, Termination for	<b>Clause 24 – Liquidated Damage:</b> 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



## SECTION V – SPECIAL CONDITIONS OF CONTRACT

		insolvency, Force Majeure, Termination for convenience, Governing language, Notices, Code of Ethics	liquidated damages, a sum equivalent to the 0.5% (Half) percent of the delivered price of the delayed goods for each week of delay or part thereof until actual delivery, subject to a maximum deduction of 10% of the delayed goods' contract price(s).  <b>Clause no. 26</b> of GCC to be read along with point no. 16  No Change for other clauses
10	33	Resolution of disputes	Arbitration proceedings will be held at Mysuru and venue of arbitration will be Mysuru.
11	34-35	Applicable Law, Secrecy	GCC: Clause 34.3 – Courts of Mysuru shall alone have Jurisdiction to decide on any dispute arising out or in respect of the contract.  Other Clauses no change
12	36-37	Disposal / Sale of Scrap by Tender, Integrity Pact	Not applicable to this tender

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

- 13. Tax deduction at source:** All statutory deduction as applicable shall be deducted at source as per rules at prevailing rates, unless certificate, if any, for deduction at lesser rate or nil deduction is submitted by the Successful bidder from appropriate authority. The successful bidder shall provide accurate particulars of PAN number as required, under Section 206AA of Income Tax Act 1961.
- 14. Tax Collection at source:** Finance Act, 2020 also inserted sub-section (1H) in section 206C of the Act which mandates that with effect from 1<sup>st</sup> day of October, 2020 a seller receiving an amount as consideration for sale of any goods of the value or aggregate of such value exceeding Fifty Lakh Rupees in any previous year to collect tax from the buyer a sum equal to 0.1 per cent (subject to the provisions of proposed sub-section (10A) of the section 206C of the Act) of the sale consideration exceeding Fifty Lakh Rupees as income-tax. The collection is required to be made at the time of receipt of amount of sales consideration.
- 15. Rejection Replacement:** In case of supplied material not meeting required technical specifications, the same will be rejected outright and the rejected material shall be taken back within mutually agreed time period at the cost and risk of the successful bidder and replacement shall be made within mutually agreed time period from the date of intimation. No payment shall be made for rejected item. If the material is not taken back within the stipulated period, BNPM reserves the right to dispose-off the material at the risk and expense of the bidder as per provision under Section IV: General conditions of contract.
- 16. Risk Purchase Clause:** If the successful bidder fails to abide by the terms and conditions of this agreement, or fails to supply the material / service as per the delivery schedule or any time repudiates the contract, the purchaser will have the right to
- a) Procure the tender item / render service from other agencies at the risk and cost of the successful bidder. The cost difference between the alternative arrangement and existing contract value wherein default has been made will be recovered from the successful bidder along with the other incidental charges.



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

b) Appropriate the Performance security/ Security Deposit (including invoking the Performance bank guarantee) deposited by the successful bidder as per clause 6.0 of GCC.

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

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

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

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

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

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

- a. Micro and Small Enterprises (MSEs) should have valid UDYAM Registration Certificate to avail purchase preference under preference for Micro and Small Enterprises (\*MSEs).
- b. MSMEs having major activity as "Trading" for availing benefits of Priority Sector Lending (PSL) only are excluded from the purview of the policy. Any other benefits, including provisions of delayed payments as per MSMED ACT 2006 are excluded.
- c. Tenderer's applying for purchase preference benefit has to claim the same at the appropriate place provided in this tender document.
- d. Purchase Preference benefit will be given to those bidders, who are registered under tendered item group (**Applicable NIC code**).

To avail/ claim purchase preference, bidders need to claim the same in techno commercial bid

**20. Conflict of Interest:** Bidders having a conflict of interest shall not be eligible to participate in the tender process unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract. Bidder have to abide by the code of integrity of public procurement. The bidder shall be considered to have a conflict of interest in this tender process and execution of the resultant contract in the following situations:

- a) If its personnel have a close personal, financial, or business relationship with any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;
- b) The bidder (or his allied firm as defined by DOE, MOF,GOI) provided services for the need assessment/procurement planning of the Tender process in which it is participating;



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

- c) A Principal can authorize only one agent, and an agent should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorized distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under Proprietary Article Certificate or
- d) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

### **21. Obligations by bidders:**

- a. All bidders are obliged under the CIPP (Code of integrity of public procurement) to suo moto proactively declare any conflict of interest (As per conflict of Interest clause), pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this Code of Integrity; and
- b. Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a Code of Integrity with any entity in any country during the last 3 (Three) years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;

**22. Divisibility & splittability of contract:** This tender is non-divisible & non-splittable.

**23. Security and Confidentiality:** BNPMIPL is a security organization and the premise is declared as 'Prohibited Area' by the Govt. of Karnataka. Hence the service provider has to abide by the security rules of the Company.

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



## SECTION VI – LIST OF REQUIREMENTS

S. No.	Brief Description of Goods / Services	Quantity (Nos)	Earnest Money Deposit	Remarks
1	Supply of Laser shaft alignment machine (Please refer Section VII-Technical Specifications)	01	Rs. 10,000/- (Rupees Ten Thousand only)	a) Refer Section – VII for Technical Specifications. b) Refer Section- III (SIT) for EMD Exemption.

- 1. Required Delivery Schedule:** After notification of award of contract, successful bidder shall complete the entire supply within a period of **14 weeks** from the date of issuance of purchase order along with submission of all requisite documents.
- 2. Required Terms of Delivery:** F.O.R, BNPMIPL, Mysuru (Incl of all charges & on door delivery basis).
- 3. Mode of Transportation:** As desired by the bidder which should be in safe and secured manner
- 4. Packing Instructions:**  
The packing for the goods 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.

### **Delivery Address:**

Engineering Stores  
Bank Note Paper Mill India Private Limited  
Paper Mill Compound  
Note Mudran Nagar,  
Mysuru – 570 003  
Karnataka.

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



## SECTION VII – TECHNICAL SPECIFICATIONS

### **Technical Specifications:**

S. No	Description	Parameters
1.	Laser shaft alignment machine with all accessories	<ol style="list-style-type: none"> <li>1. Laser shaft alignment machine with display unit, digital sensors/reflector and all other accessories;</li> <li>2. Should be able to do shaft alignment of Horizontal, Vertical and spacer shaft of max 2m length.</li> <li>3. Should be able to do soft foot correction;</li> <li>4. Automatic shim correction value required for shaft alignment must be displayed;</li> <li>5. Integrated Bluetooth for wireless communication between display unit and sensors;</li> <li>6. Measurement Distance (coupling to coupling) - Up to 3m;</li> <li>7. Measurement Accuracy - more than 98%.</li> <li>8. Shaft diameter - Ø 25 to 350 mm;</li> <li>9. Rechargeable and Operating time- minimum 8 hours of continuous use;</li> <li>10. Environmental protection - IP 65 minimum;</li> <li>11. Operating temperature - 0 to 45 °C ;</li> <li>12. Should have a memory capacity to save up to 1000 measurement reports and can be easily transferred to a PC via USB cable;</li> <li>13. Display unit should be handy (weight less than 500gm);</li> <li>14. Should have quick set up with easy adjustment of sensor/reflector.</li> </ol>

## SECTION VII – TECHNICAL SPECIFICATIONS

		<p>15. Calibration certificate should be supplied with 2 years validity;</p> <p>16. Should have a warranty of min 2 years.</p> <p>17. Accessories should contain mounting brackets, charger and cables, carrying case, user manual etc.</p> <p>18. Vendor should provide training for the operation of the instrument at BNPM, Mysore</p> <p>19. Makes: SKF, ACOEM, SPM, Fixtur Laser, Fluke, Pruftechnik or any other substantially equivalent makes approved by BNPM</p>
--	--	--

**Note:**

- I. Bidders will have to submit the product catalogues, datasheet of the items that are being offered along with the bid for techno commercial evaluation.
- II. Calibration Certificate should be submitted by the successful bidder with 2 Years validity
- III. Warranty Certificate with minimum 2 Years Warranty should be given by the successful bidder
- IV. For substantially equivalent makes, bidders to take prior approval from BNPM before submission of bid, else bid may be rejected.

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



## SECTION VIII – QUALITY CONTROL REQUIREMENTS

We shall supply the material strictly as per specifications and compliance statements given below.  
 Technical Compliance Statement:

### Programmable DC electronic Load, 600 W

Item	Required Specifications	Offered Specifications	Deviations (if any)
Laser shaft alignment machine with all accessories as per attached specification.	Should be able to do shaft alignment of Horizontal, Vertical and spacer shaft of max 2m length.		
	Should be able to do soft foot correction;		
	Automatic shim correction value required for shaft alignment must be displayed		
	Integrated Bluetooth for wireless communication between display unit and sensors		
	Measurement Distance (coupling to coupling) - Up to 3m		
	Measurement Accuracy - more than 98%.		
	Shaft diameter - Ø 25 to 350 mm		
	Rechargeable and Operating time- minimum 8 hours of continuous use		
	Environmental protection - IP 65 minimum		
	Operating temperature - 0 to 45 °C		
	Should have a memory capacity to save up to 1000 measurement reports and can be easily transferred to a PC via USB cable		
	Display unit should be handy (weight less than 500gm);		
	Should have quick set up with easy adjustment of sensor/reflector.		
	Calibration certificate should be supplied with 2 years validity		
	Should have a warranty of min 2 years.		
	Accessories should contain mounting brackets, charger and cables, carrying case, user manual etc.		
	Vendor should provide training for the operation of the instrument at BNPM, Mysore		
Offered Make & Model by the Bidder:			

\* Bidder has to fill: YES – In case specification remains exactly same in the offered product.



## **SECTION VIII - QUALITY CONTROL REQUIREMENTS**

NO - In case specification does not match with the offered product and deviation from the specification to be provided below at the designated place

Any deviations to the above-mentioned specifications to the offered product should be mentioned clearly in the above table / specified separately.

***(Acceptance to deviations shall be at sole discretion of BNPM. In case of non-acceptance of deviations, bid is liable to be rejected. Interested bidders may get pre-clarifications to technical deviations from BNPM prior to submission of bid to avoid rejection of bids at a later stage)***

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

## SECTION VIII - QUALITY CONTROL REQUIREMENTS

### COMMERCIAL COMPLIANCE STATEMENT

Sl. no.	Features	Requirements of BNPMIPL, Terms & conditions	Whether Agreed by the firm	Deviation, if any
01	General Conditions for supply	Supply shall be rendered exactly as per the instructions mentioned in the Section VI & VII.	<b>Yes agreed</b>	
02	Technical Specifications	As per the scope of work provided in Section VII under Technical Specifications.	<b>Yes agreed</b>	
03	Quantity	As indicated in Section VI - List of Requirement.	<b>Yes agreed</b>	
04	Delivery	As indicated in Section VI - List of Requirement.	<b>Yes agreed</b>	
05	Payment terms	Payment terms as mentioned in point 8 of SCC	<b>Yes agreed</b>	
06	Liquidated Damages	As per liquidated damages clause mentioned in the tender (SCC Clause: 9)	<b>Yes agreed</b>	
07	Warranty	As per warranty clause mentioned in the tender. (SCC Clause: 4)	<b>Yes agreed</b>	
08	Performance security	As per performance security clause mentioned in the tender. (SCC Clause: 2)	<b>Yes agreed</b>	
09	Tender terms & conditions	We have gone through entire tender document thoroughly including GIT (Section II - General Instructions to Tenderer), SIT (Section III - Special Instructions to Tenderer), GCC (Section IV - General Conditions of Contract), SCC (Section IV - Special Conditions of Contract) <b><u>and confirm that we don't have any counter conditions.</u></b> We also understand that offer with counter conditions is liable for rejection	<b>Yes agreed</b>	
10	Compliance to SIT & SCC clauses	As per SIT Clause & SCC Clauses	<b>Yes agreed</b>	
11	No. of pages	Total number of pages in Technical Bid		

*Authorized signatory & stamp*

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



## SECTION IX- QUALIFICATION / ELGIBILITY CRITERIA

Category	Eligibility Criteria	Documents required in support of eligibility criteria
<b>General</b>	<p>a) Bidder* (Individual/ firm/ company/ corporate / LLP / HUF / limited company) intending to bid should be bonafide, experienced, technically competent, resourceful and financially sound to carry out the assigned order.</p> <p>*Any bidder from a country which shares a land border with India will be eligible to bid in the tender only if the bidder is registered with the Competent Authority (The Registered Committee constituted by the Department for Promotion of Industry and Internal Trade)</p>	<p>Company's registration / Certificate of incorporation/Partnership Deed/Any other registration certificate as applicable</p> <p>Signed &amp; Stamped Annexure - A on company's letter head.</p>
	b) Bidder should have valid GST registration certificate	Copy of GST certificate
	c) Bidder should have valid PAN card.	Copy of PAN card
	d) As on the date of submission of bid against this tender, bidder should not be in the list of ineligible/ blacklisted/ banned/ debarred entity by SPMCIL/ BRBNMPL/ BNPMIPL/any government agency for participating in its tenders.	Declaration as per Annexure - B on company's letter head duly Signed & with company Stamp to be submitted
<b>Experience and Past Performance</b>	<p>a) Bidder should have supplied minimum 01 Nos. of Laser shaft alignment machine to any organization during the last 5 years ending 31.01.2026. (a 'year' in this context is a continuous period of 365 days during last 5 years period ending 31.01.2026).</p> <p>b) For Start-up bidders: Criteria remains the same</p>	<ol style="list-style-type: none"> <li>1. Copy of Purchase order / Work order / Agreement / Any other relevant document.</li> <li>2. Documentary evidence of completion of order/ contract as submitted. (invoice / e way bill/ LR &amp; GSTR or WCC details evidencing supply of material).</li> <li>3. Signed &amp; Stamped Annexure - C on company's letter head.</li> </ol> <p><b>Note:</b> BNPM reserves the right to seek additional documents related to the documents submitted against eligibility criteria.</p>



## SECTION IX- QUALIFICATION / ELGIBILITY CRITERIA

	<p>b) Bidder should be either Original Equipment Manufacturer (OEM) or authorized dealer/ distributor/ representative of the OEM manufacturing the tendered product.</p>	<p>1.Registration Certificate or Manufacturing facility details in case of OEM.</p> <p>2.Filled &amp; signed Manufacturers authorization format as provided in Section XIV in case of authorized representative OR Authorized Dealer /Distributor Certificate issued by the OEM</p>
<b>Financial Standings</b>	<p>a. The average annual financial turnover of 'The bidder' during the last three years, ending on 31.03.2025 should be more than Rs. 1,42,000/- (Rupees One Lakh Forty-Two Thousand only)</p> <p>b) For start-up bidders: Turnover criteria are relaxed for Start-ups recognized by DPIIT. Such start-ups are required to have an average annual turnover of at least Rs. 1,00,000/- (Rupees One Lakh only) during last three financial year's period ending 31.03.2025.</p> <p>b) The Net worth of the Bidder's firm should not be negative on 31.03.2025 and also should have not eroded by more than 30% (thirty per cent) year on year basis as well as cumulative basis in the last three financial years, ending on 31.03.2025. Erosion shall be calculated only on account of reported loss in the statement of P&amp;L account, which has led to reduction in capital.</p>	<p>Bidder should provide Audited balance sheet and profit &amp; loss statement for FY 2024-25, 2023-24, 2022-23 and 2021-22</p> <p>Chartered Accountants certificate for Turnover, Profit and Net worth may be accepted for the bidders, where tax audits have been exempted as per the existing Govt. orders issued before tender closing date.</p>

**Note:**

- i. If the date of constitution/ incorporation of the bidder's firm is less than three financial years, then the average annual financial turnover during the last two years/ last financial year (as the case may be) should be at least as mentioned in clause (a) of Financial Standings mentioned above.
- ii. Erosion shall be calculated only on account of reported loss in the statement of P&L account, which has led to reduction in capital. Net-worth (NW) erosion will be calculated as below,

Year - on - Year basis	Cumulative basis
$\frac{(\text{NW of FY 2024-25} - \text{NW of FY 2023-24})}{(\text{NW of FY 2023-24})}$	$\frac{(\text{NW of FY 2024-25} - \text{NW of FY 2021-22})}{(\text{NW of FY 2021-22})}$
$\frac{(\text{NW of FY 2023-24} - \text{NW of FY 2022-23})}{(\text{NW of FY 2022-23})}$	
$\frac{(\text{NW of FY 2022-23} - \text{NW of FY 2021-22})}{(\text{NW of FY 2021-22})}$	

- iii. BNPM reserves the right to verify all credentials submitted by bidders towards eligibility criteria.

**Note:**

**JV/Consortium/ Sub Contracting are not allowed.**

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



## SECTION IX- QUALIFICATION / ELGIBILITY CRITERIA

- II) Bidder means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms, or companies), every artificial judicial person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person participating in a procurement process.
- III) “Bidder from a country which shares a land border with India” for the purpose of this order means:-
- An entity incorporated, established or registered in such a country; or
  - A subsidiary controlled through entities incorporated, established or registered in such a country, or
  - An entity substantially controlled through entities incorporated, established or registered in such a country, or
  - An entity whose beneficial owner is situated in such a country; or
  - An India (or other) agent of such an entity; or
  - A natural person who is a citizen of such a country; or
  - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV) The beneficial owner for the purpose of (iii) above will be as under:-
- In case of a company or limited liability partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercise control through other means.  
Further explanation:
    - “Controlling ownership interest” means ownership of or entitlement to more than twenty five per cent of shares or capital or profits of the company;
    - “Control” shall include the right to appoint majority of the director or to control the management or policy decision including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;
  - In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who , whether acting alone or together, or through one or more judicial person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - In case of a trust, the identification of beneficial owners(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

**SECTION IX- QUALIFICATION / ELGIBILITY CRITERIA**

- V) An agent is a person employed to do any act for any another, or to represent another in dealings with third persons.
- VI) The successful bidder shall not be allowed to sub contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- VII) A bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the competent authority, as it is not regarded as sub-contracting.
- VIII) However, in case a bidder has proposed to supply finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the competent authority.
- IX) The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

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

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

We confirm that, we are competent and legally authorized to submit the tender and / or to enter into legally binding contract. We ..... (Name of the company) have submitted the required documents in support of the eligibility criteria mentioned above.

**Authorized Signature with stamp & date**

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



**SECTION IX- QUALIFICATION / ELGIBILITY CRITERIA**

**ANNEXURE - A**

**e-Tender No: BNPM/OTE/499/2025-26 dated: 10.02.2026**

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

**DECLARATION**

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

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

Signature \_\_\_\_\_

Name-----

Designation-----

Date-----

Stamp of the Organization-----



**SECTION IX- QUALIFICATION / ELGIBILITY CRITERIA**

**ANNEXURE - B**

**e-Tender No: BNPM/OTE/499/2025-26 dated: 10.02.2026**

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

**DECLARATION**

I) We do hereby declare that,

1. As on the date of submission of bid against this tender we are not in the list of ineligible/ blacklisted/ banned/ debarred entity by SPMCIL/ BRBNMPL/ BNPMIPL/any government agency, for participating in its tenders.

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

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

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

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

Signature \_\_\_\_\_

Name-----

Designation-----

Date-----

Stamp of the Organization-----



## SECTION IX- QUALIFICATION / ELGIBILITY CRITERIA

### ANNEXURE – C

e-Tender No: BNPM/OTE/499/2025-26 dated: 10.02.2026

(To be submitted on Company letterhead)

#### DECLARATION

**Table 1: Past Experience Details**

Sl. No.	Description of Supply/Work	Name & Address of Customer	PO/WO/ /Agreement No. with date	Qty. of Supply / Services provided	Delivery Period
1					
2					
3					
4					
5					

1.Type of MSE enterprise as per UDYAM:

Manufacturing  Services  Trading

2.EMD exemption is claimed under: MSE: Yes  / No  or Start -up: Yes  / No

3.Purchase preference is claimed under: MSE: Yes  / No  or MII: Yes  / No

4.Turnover and experience and past performance (under sec IX- Qualification/Eligibility Criteria) exemption is claimed under: Start up: Yes  /No

**Table 2: Financial Details**

Sl. No.	Financial Year	Annual Turn Over (Rs.)	Networth (Rs.)	UDIN No.
1	2024-25			
2	2023-24			
3	2022-23			
4	2021-22			

Signature \_\_\_\_\_

Name-----

Designation-----



**SECTION IX- QUALIFICATION / ELGIBILITY CRITERIA**

Date-----

Stamp of the Organization-----



**SECTION IX- QUALIFICATION / ELGIBILITY CRITERIA**

**ANNEXURE -D**

**e-Tender No: BNPM/OTE/499/2025-26 dated: 10.02.2026**

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

**BID SECURITY DECLARATION**

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

Signature \_\_\_\_\_

Name-----

Designation-----

Date-----

Stamp of the Organization-----



## SECTION IX- QUALIFICATION / ELGIBILITY CRITERIA

### ANNEXURE E

#### DECLARATION UNDER PREFERENCE TO MAKE IN INDIA POLICY

**e-Tender No: BNPM/OTE/499/2025-26 dated: 10.02.2026**

**(To be submitted on company letter head)**

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 and as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s\_\_\_\_\_ (supplier name) are local supplier meeting the requirement of minimum Local content as per details below for the material against Tender No\_\_\_\_\_

1. We declare to be (Tick one)

- a. Class-I Supplier (50% or more local content)
- b. Class-II Supplier (20% to 50% local content)
- c. Non-Local Supplier (Less than 20% local content)

2. Details of location at which local value addition will be made is as follows:

S. NO	Name of the item	Name of manufacturer	Country of Origin	% value to the total cost	Location (s) and address at which the local value addition is made

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

BNPM reserves the right to verify the local content in terms of the requirement of Public Procurement (Preference to Make in India) Order.

Authorised Signatory \_\_\_\_\_

Name of the Person \_\_\_\_\_

Designation \_\_\_\_\_

Seal with address \_\_\_\_\_

Date \_\_\_\_\_



## SECTION X- TENDER FORM

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

To

Date \_\_\_\_\_

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

Ref: Your Tender document No **e-Tender No: BNPM/OTE/499/2025-26 dated: 10.02.2026**

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

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

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

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

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

(Signature with date)

(Name and designation)

Duly authorized to sign tender for and on behalf of



## SECTION XI – PRICE SCHEDULE

**(TO BE FILLED ONLINE ONLY THROUGH E-PORTAL)**

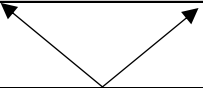

*(A copy of sealed & signed blank price schedule has to be submitted along with pre-qualification & techno-commercial offer)*

Dear Sir,

**SUB: PRICE BID FOR LASER SHAFT ALIGNMENT MACHINE AT BNPM, MYSORE**

**Ref: e-Tender No: BNPM/OTE/499/2025-26 dated: 10.02.2026**

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

Sch edu le No.	Description	UOM	Quanti ty	HSN	Price for Supply (INR)								
					Basic unit Price (INR)	Freight, P&F, Transit Insurance & any other charges (INR)	Unit price (Incl. of Freight, P&F, Transit Insurance & any other charges) (INR)	GST @ —%	GST Amount (INR)	Total unit price (Incl. of Freight, P&F, Transit Insurance, any other charges & GST) (INR)	Input Tax Credit for HSN (INR)	Effective unit price (Incl. of Freight, P&F, Transit Insurance, any other charges) (INR)	Total Effective price (Incl. of Freight, P&F, Transit Insurance, any other charges) (INR)
					B	C	D=B+C	E	F=D*E	G=D+F	H=F	I=G-H	J=I*A
1.	Laser shaft alignment machine with all accessories (As per Section VII- Technical Specifications)	Nos.	1		<b>TO BE FILLED ONLINE IN E-TENDERING PORTAL ONLY</b>								
<b>Total effective price (net of input tax credit) for supply of Laser shaft alignment machine with all accessories with Freight, P&amp;F, Transit Insurance and any other charges (F.O.R – BNPM, Mysuru site) in Figures (INR)</b>													
<b>Total effective price (net of input tax credit) for supply of Laser shaft alignment machine with all accessories with Freight, P&amp;F, Transit Insurance and any other charges (F.O.R – BNPM, Mysuru site) in Words (INR)</b>													



## SECTION XII - QUESTIONNAIRE

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

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

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

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



## SECTION XII – QUESTIONNAIRE

<b>8</b>	EMD details:	<b>Online / Offline / Exempted/Not Applicable</b>
	a) Online:	NEFT/RTGS Details:_____ Dtd:_____
	b) Offline	DD / BG No. _____ Dtd:_____
	c) Exempted:	Whether NSIC/MSE/DGS&D Reg. no:
<b>9</b>	Tender Fee:	<b>Online / Offline</b>
	a) Online:	NEFT/RTGS Details:_____ Dtd:_____
	b) Offline:	DD No. _____ Dtd:_____
<b>10</b>	We confirm that we possesses the necessary technical competence and financial resources as mentioned in Section -IX of this tender document, to ensure supply of the tendered item , as per your specifications and delivery schedule. Necessary documents like copies of Work orders, P/L Accounts, Balance Sheets are enclosed	<b>Yes / No</b>
<b>11</b>	We confirm that we have quoted exactly for the tendered product as per your specifications given in Section VII	<b>Yes / No</b>
<b>12</b>	We confirm that the Price bid is quoted exactly as per your format in Section- XI	<b>Yes / No</b>
<b>13</b>	We confirm that there would not be any price escalation (Except Statutory Charges) during the supply / contract period	<b>Yes / No</b>
<b>14</b>	We confirm that we will abide by all the tender terms & conditions and we do not have any counter conditions. As required, we enclose herewith the complete set of copy of tender documents duly signed by us as a token of our acceptance	<b>Yes / No</b>

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

.....

(Signature with date)

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

For and on behalf of

.....

.....

(Name, address and stamp of the tendering firm)



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

**NOT APPLICABLE TO THIS  
TENDER DOCUMENT**



## SECTION XIV- MANUFACTURER'S AUTHORIZATION FORM

To

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

Dear Sirs,

Ref. Your Tender document no. \_\_\_\_\_ dated \_\_\_\_\_

We, \_\_\_\_\_ who are proven and reputable manufacturers of \_\_\_\_\_ (name and description of the goods offered in the tender) having factories at \_\_\_\_\_ hereby authorise Messrs \_\_\_\_\_ (name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs \_\_\_\_\_ (name and address of the above agent) is authorized to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above goods manufactured by us.

We also hereby extend our full warranty, as applicable as per clause 16 of the General Conditions of Contract read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this tender document.

Yours faithfully,

[Signature with date, name and designation]

For and on behalf of Messrs

.....

[Name & address of the manufacturers]

**Note: This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer**



## SECTION XV- BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

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

Beneficiary:

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

Performance Guarantee No.:

WHEREAS.....(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of PO (Purchase order) 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 PO 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 PO;

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

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

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

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

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

(Signature of the authorized officer of the Bank)

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

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



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

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

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

1. BG should be issued on not less than Rs. 300/- e-stamp / non-judicial stamp paper in case of paper Bank Guarantees (or) not less than Rs. 200/- e-stamp in case of e-Bank Guarantees.
2. Non judicial stamp paper / e stamp paper should be purchased in the name of BG issuing bank only.
3. In case of e stamp paper first party should be BG issuing bank and second party should be BNPM.
4. Date of sale of non-judicial / e stamp paper shown on the BG and the stamp paper (BG) issued is not more than six months prior to the date of execution of BG.
5. Executing officer of BG should indicate his name, designation and power of attorney number / signing power no etc. on each page of BG.
6. Name and address of the supplier, name and address of BNPM and value are to be mentioned clearly.
7. Overwriting / cutting if any in BG should be authenticated under signature and seal of authorized signatory of BG issuing Bank.
8. BG number and BG date should be mentioned in all pages of BG and all pages are endorsed / signed by authorized signatories of issuing bank.
9. Amount mentioned in figures and words are to be matched.
10. Validity of BG should be in line with the contract.
11. BG should be unconditional.
12. Our Bank details is mentioned below:

Name of the Bank: HDFC Bank

Name of the Branch: Richmond Road Branch

Branch Address: No. 8/24, Salco Centre, Bangalore- 560025, Karnataka

Account No: **05230350002465**

IFSC: HDFC0000523



**SECTION XVI- CONTRACT FORM**

**NOT APPLICABLE TO THIS  
TENDER DOCUMENT**



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

**NOT APPLICABLE TO THIS  
TENDER DOCUMENT**



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

**NOT APPLICABLE TO THIS  
TENDER DOCUMENT**



**SECTION XIX- PROFORMA OF BILLS FOR PAYMENT**

**NOT APPLICABLE TO THIS  
TENDER DOCUMENT**



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

**NOT APPLICABLE TO THIS  
TENDER DOCUMENT**

