

SECTION IV – GENERAL CONDITIONS OF CONTRACT (GCC)

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

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

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

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

36.3 Deliveries, Delays and Breach of Contract

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

SECTION IV – GENERAL CONDITIONS OF CONTRACT (GCC)

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 equipment's 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

37.1 If the tender value is above 5 Crore, the Contractor shall sign the Integrity Pact as per the prescribed format (Section XX).

SECTION V – SPECIAL CONDITIONS OF CONTRACT (SCC)

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 twenty-one days after the issue of notification of award (i.e. PO/WO/LOI whichever is earlier) by BNPM, the successful bidder shall furnish performance security to BNPM for an amount equal to five per cent (5%) of the total value of the contract with validity up to 60(sixty) days beyond the date of completion of contract period of one year.</p> <p>b. Performance security may be furnished in the form of:</p> <ol style="list-style-type: none"> i. Account payee demand draft <ol style="list-style-type: none"> 1. Unconditional Bank Guarantee issued and confirmed from any scheduled commercial bank in India. 2. Fixed deposit receipt (FDR) from a scheduled commercial bank in India, lien marked to Bank Note Paper Mill India Pvt Ltd, Mysore 3. Online payment in an acceptable form. 4. Insurance surety bond <p>c. In case of any yearly renewal of contract period, performance security is to be extended with applicable amount as per the extended contract period.</p>

SECTION V – SPECIAL CONDITIONS OF CONTRACT (SCC)

3	7 to 15	Technical Specifications and Standards, Packing and Marking, Inspection and Quality Control, Terms of Delivery, Transportation of Goods, Insurance, Spare parts, Incidental Services, Distribution of Dispatch Documents for Clearance/ Receipt of Goods	No Change
4	16	Warranty	Not applicable to this tender
5	17 & 18	Assignment, Sub Contracts	No Change
6	19	Modification of contract	No Change
7	20 & 21	Prices, Taxes and Duties	No Change
8	22	Terms and Mode of Payment	<p>a) No advance payment shall be made to the contractor.</p> <p>b) Monthly payment shall be released within 30 days from the date of submission of bills certified by BNPM Engineer-In-charge.</p> <p>c) Contractor shall pay the monthly wages for the employees within 7th of every month. Contractor shall deposit the salary of individuals in their bank account. The monthly salary slip shall contain the details of Basic, VDA, PF, ESIC and any other component applicable. Consolidated salary statement in the above format shall be submitted along with monthly bill to BNPM for scrutiny.</p> <p>d) Bonus and leave compensations shall be reimbursed at actuals on production of documents as and when incurred.</p> <p>Payment shall be done in INR and through ECS 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 insolvency, Force Majeure, Termination for convenience, Governing language, Notices, Code of Ethics	<p>Clause 24: Liquidated Damages: The system has been designed for 24 hours of operations every day. In case of equipment breakdown, the contractor shall not take beyond 3 working days for repair of equipment from the date of intimation by BNPM. If contractor fails to rectify the problem for reasons attributable to contractor within 3 working days, a penalty shall be imposed at rate of 1% per day of the monthly order value from 4th day till the day of making</p>

SECTION V – SPECIAL CONDITIONS OF CONTRACT (SCC)

			<p>the equipment in working condition. The penalty deduction shall be made from the running bills. Prior intimation should be given in case of major issues/breakdowns which shall take beyond 3 working days to the concerned engineer/representative of BNPM. Waiver of penalty shall be considered by BNPM representative for valid reasons given by contractor and shall be at sole discretion of BNPM.</p> <p>Clause 22, 23, 25 – 32: No Change. Clause no. 26 of GCC to be read along with point no. 14</p> <p>No Change for other clauses</p>
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	<p>GCC: Clause 34.3 - Courts of Mysuru shall alone have Jurisdiction to decide on any dispute arising out or in respect of the contract.</p> <p>Other Clauses no change</p>
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 1st 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. Terms & Mode of Payment: (Against GCC Clause 22)

a. No advance payment will be made to the successful bidder. Monthly payment shall be released within 30 days from the date of submission of bills certified by BNPM Engineer-In-charge. The payment of monthly bills shall be made after verifying the original challans for depositions of Professional Tax, Provident Fund, ESIC, GST by BNPM. If any payment shall be made inadvertently to the successful bidder on his contract, BNPMIPL shall recover such amount from the successful bidder, either by deducting the amount from any sums that may be due or may become due to the successful



SECTION V – SPECIAL CONDITIONS OF CONTRACT (SCC)

bidder by the company on any account whatsoever from this or from any other contract or from the security cum earnest money deposit made by the successful bidder.

b. The successful bidder shall submit the monthly bills enclosing the certificates as mentioned in succeeding para for payment.

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

ii. The proof of challan/receipt deposited with the PF Commissioner and ESI office for the payment made towards applicable PF, ESIC for the previous month shall be submitted within 10th of each month to HR dept, while claiming the bill for the current month. In the absence of the proof, the bills will not be processed. Proof of GST submitted is also to be submitted.

BNPM may ask for producing the originals of any documents for verification.

iii. Bank Statement showing debits from awarding agency's bank account towards payment of wages to its personnel deployed at BNPM.

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

d. First payment shall be released after furnishing Performance Security/Security Deposit.

e. The successful bidder shall make regular and full payment of remunerations as due to its personnel under service contract with salary slips and furnish necessary proof whenever required. The payment of personnel by the agency should be made on or before 7th every month (As per payment of wages Act, 1936). The successful bidder must provide monthly Pay Slip, EPF No. & ESI Cards, duly activated, to each person engaged by him against this contract.

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

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

h. Payment shall be released in INR only. Payments to supplier shall be made by electronic transfer.

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

j. Bonus and leave salary will be paid annually on submission of invoice along with supporting documents. Leave salary (Leave with wages) will be paid as per actuals.

k. Payment for the uniform/shoes shall be made along with the monthly bill once in a year, subjected to providing proof of distribution to contract labors.

16. Price Variation: As such, Price quoted shall remain firm for the contract period and there shall be no variation / escalation on any account other than statutory charges. Any upward / downward revision in GST shall be considered at actuals. No claim in respect of any type of violation of any relevant rules etc., shall be payable. Minimum Wage & VDA as per the notification by Ministry of Labour (if any) from time to time will be adhered and may be reimbursed accordingly.

SECTION V – SPECIAL CONDITIONS OF CONTRACT (SCC)

17. Contract Period Validity: The contract shall be for a period of 12 months from date of issuance of Work Order/LOI. Successful Bidder shall be given 15 days' time to mobilize manpower.

However, based on satisfactory performance during the year, BNPM reserves the right to extend the contract for one year at a time for additional two (02) years. The whole contract or part of contract can be terminated at any time at the discretion of the BNPMIPL with one month's notice without assigning any reason whatsoever

Note: For any extension of contract:

Same price mentioned above means prices quoted in price schedule against: Annual cost for overhead, profit, admin charges, and uniform & safety shoes charges.

Other price components will be as per the applicable rates intimated vide notifications issued by Office of Chief Labour Commissioner-Central, Ministry of Labour & Employment, Govt of India time to time.

No of manpower (including relievers) will remain as per the price schedule of the tender or as per any amendment to the contract thereafter.

18. Vendor Performance: Vendor shall be evaluated for their performance. The performance shall be based on timeliness of deliveries, quality of the material supplied, technical support, quality of after-sales service if any, replacement of the defective material if any, responsiveness etc. Based on the above criteria, the vendor shall be rated in category "A", "B" & "C". The vendor with rating "C" shall be disqualified/debarred from participating in the tender for certain period.

19 Site visit: Any site information given in this tender document is for guidance only. The tenderer is advised to visit and examine all sites of works and its surroundings at his/her/their cost and obtain for himself/herself on his/her own responsibility, all information that may be necessary for preparing the tender and entering into a Contract.

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

21. Labour and Labour Laws:

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

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

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

- a. Working hours should not exceed the permissible limits mentioned in the Factories Act 1948.
 - b. The employee should get weekly off as per the provisions of the Factories Act 1948.
 - c. Overtime is not entertained by BNPM and overtime cost shall not be paid by BNPM.
 - d. The successful bidder should abide by the provision of Section – 79 of Factories Act 1948, in so far as annual leave with wages of his employees is concerned.
- b) The successful bidder shall fully indemnify the Company for any default or non-

SECTION V – SPECIAL CONDITIONS OF CONTRACT (SCC)

observance by the successful bidder or any of their representatives of any of the provisions of the above mentioned enactments and the rules framed there under. Even though the successful bidder shall be solely liable for settlement of any claim made by any person due to the non-observance by the successful bidder of any of the provisions or otherwise of the enactments cited, the Company reserves its right to settle directly any amount due by the successful bidder as mentioned above and to recover such amounts from any of the amounts payable by the Company to the successful bidder or in the absence of the same as debt due to the Company by the successful bidder.

- c) Existing Minimum wage & V.D.A rate as per notification ref: File No: 1/6(3)/2025-LS-II Dtd: 28.03.2025 and effective from 01.04.2025 issued by Office of the Chief Labour Commissioner(C), Ministry of Labour & Employment, Govt. of India.

Sl.no.	Category of worker	Rate of wages including V.D.A at B area (in Rs.)
1	Skilled	893

If applicable, the Contractor will have to obtain the valid licence under the Contract Labour (Regulation & Abolition) Act, 1970 & Rules 1971 from the appropriate authority and will have to submit the certified Xerox copy of the same to BNPM. Contractor has to abide by the rules made thereunder the Act.

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

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

Declaration in letter head is to be submitted with proper reason in case license is not applicable to be taken.

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

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

- e) The successful bidder has to meet and ensure all statutory liabilities such as PF, ESI, Retrenchment benefit, Leave Encashment etc. towards his workers. In addition to above, the successful bidder has to pay the amount, if any, required to be paid to these labourers as and when ordered by Labour Authorities / Court pertaining to the tenure of this contract.
- f) **Weekly off should be provided by the successful bidder to all employees of the successful bidder (deployed at BNPM) as per the factories act 1948 and rules made under, it is the responsibility of the successful bidder to arrange manpower to meet service requirement of 365 days (24x7) hours basis (as per scope of work and as per the requirement of BNPM) and deploy reliever accordingly complying all acts under labour & labour laws. Reliever to be deployed on weekly off, national holidays or any leaves taken by employees of the successful bidder (Deployed at BNPM).**
- g) **For any employee of the successful bidder maximum payment per month shall be made for 27/26/25/24 days in each month based on the no of days in that month as 31/30/29/28 days respectively and as per actual attendance basis. It may be noted that as per notification No 1/13(1)/2017- LS-II, dated 20.04.2017 issued by Office of Chief**



SECTION V – SPECIAL CONDITIONS OF CONTRACT (SCC)

Labour Commissioner-Central, Ministry of Labour & Employment, Govt of India: Minimum rates of wages include the wages for weekly day of rest. It implies that no extra payment shall be made for weekly off days. However, payment shall be made on actual attendance basis only.

22. Compensation for damages:

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

23. Successful bidder's responsibility:

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

24. Assignments and subletting/Sub-contracting: The successful bidder will not be allowed to assign/ transfer his/ their obligations or benefits either in full or in part to other agency/agencies.

25. Employment liability towards workers employed by the successful bidder:

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

26. Notices to local bodies:

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

27. Employees PF & Misc. Provisions Act:

The successful bidder shall submit a monthly statement indicating employee-wise with their respective code PF remittance for the previous month in respect of each of the personnel engaged by him

SECTION V – SPECIAL CONDITIONS OF CONTRACT (SCC)

in the Form 12A & separate monthly PF Challan prescribed under the Employees PF & Misc. Provision Act, 1952, along with a list of labour engaged by him and the amount deposited to their respective account and it should be countersigned by him.

In addition, in the month of May of each year, the successful bidder shall submit the documents in Forms 6A & 3A prescribed under the PF Act, pertaining to the full year (previous Financial year), verifying from these documents that all the necessary deposits (PF & FP) for the full year have been made by him into the individual accounts of all personnel engaged by him during the previous year.

28. Employees State Insurance Act:

- a) The successful bidder agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by Employees State Insurance Act, 1948, and the successful bidder further agrees to defend indemnify and hold Purchaser harmless from any liability or penalty which may be imposed by the Central, State or local authority by reason of any asserted violation by successful bidder, or sub-contractor of the Employees' State Insurance Act, 1948 and also from all claims, suits or proceedings that may be brought against the Purchaser arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of the successful bidder, by third parties or by Central or State Government authority or any political sub-division thereof. The successful bidder shall have a valid ESI registration.
- b) The successful bidder agrees to file with the Employees State Insurance Corporation, the Declaration forms and all forms which may be required in respect of the successful bidder's or sub-contractor's employee whose aggregate remuneration is within the specified limit and who are employed in the work provided or those covered by ESI Act under any amendment to the Act from time to time.
- c) The successful bidder shall be responsible to ensure that ESI contribution is deducted from the wages of its workers every month and the amount so deducted from the wages of its workers together with employers' share is remitted to ESI Corporation in their Code No. in each month. The successful bidder is also required to submit monthly ESI challan with ECR & the copies of ESI cards issued to his workers from ESIC.
- d) The successful bidder agrees to maintain all records as required under the Act in respect of employees and payments and the successful bidder shall secure the agreement of the sub-contractor to maintain such records. Any expenses incurred for the contributions, making contribution or maintaining records shall be to the successful bidder's or sub-contractor's account.
- e) The Purchaser shall retain such sum as may be necessary from the total contract value until the successful bidder shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid.

29. Workmen's Compensation and Medical Insurance:

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

30. Model Rules for Labour Welfare

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

31. Statutory Deduction & Tax deduction at source

- a) All statutory deduction as applicable shall be deducted at source as per rules at prevailing

SECTION V – SPECIAL CONDITIONS OF CONTRACT (SCC)

rates, unless certificate, if any, for deduction at lesser rate or nil deduction is submitted by the successful bidder from appropriate authority.

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

32.Safety & Security Measures:

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

SECTION V – SPECIAL CONDITIONS OF CONTRACT (SCC)

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

Note: Working Hours for lady's staff will be from 9:30 am to 6:00 pm.

Guidelines of Sexual Harassment Act 2013

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

33.Cleanliness, Health & Hygiene:

- a) Successful bidder is required to ensure complete cleanliness, health & hygiene at the site. The successful bidder should ensure that all workers are free from diseases and maintain required neatness and cleanliness and behave properly with employees of BNPM while working



SECTION V – SPECIAL CONDITIONS OF CONTRACT (SCC)

in the factory during working hours. The successful bidder shall exercise proper control over them and prevent them from acting in any way which would be detrimental or prejudicial to the industrial peace and its day to day smooth functioning. Personnel deployed at BNPM site should be strictly prohibited from smoking, alcohol, drug or consumption of any kind of tobacco. Successful bidder shall ensure that their employ should not consume any kind of tobacco, alcohol, and drug smoking means in BNPM premises or should not come on duty after consumption.

- b) To ascertain the fitness of the worker deployed by successful bidder, all workers deployed by the successful bidder shall be subjected to annual health check-up within one month of deployment and the report is to be submitted by the successful bidder to BNPM. The health checkup shall include general health checks, blood tests, audiometry test, eyesight test etc. The charges for annual health checkup of the successful bidder's workers shall be borne by the Successful bidder.
- c) All workers of the successful bidder employed should be provided with necessary PPE to carry out their work. The charges for providing PPE to the successful bidder's workers shall be borne by the Successful bidder. All contract employees have to follow the safety rules prevailing in BNPM. Successful bidder shall be solely responsible for the safety of its employees. Successful bidder shall be responsible for providing all safety PPEs to their employees for carrying out the operation and maintenance works in BNPM premises. Any accident/ incident and its effects caused due to non-availability of proper PPEs / due to the reason that the Successful bidder's employee is not properly using the PPEs/ haven't been properly trained to use PPEs shall be the responsibility of the Successful bidder.
- d) The cost for annual health check-up and PPE may be included in "Overhead, admin, profit" charges in price bid. No separate reimbursement will be paid to the successful bidder by BNPM.

34.Site visit:

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

35. Risk Purchase:

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

- a) Termination of the contract
- b) 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.
- c) In case of rendering service through alternative sources, if price is lower than the existing contract value wherein default has been made, in such case no benefit on this account will be passed on to the supplier.
- d) Security Deposit/Performance Security (PBG) will be forfeited without giving further notice.
- e) Holiday Listing/ Debarment/Blacklisting as per the discretion of BNPM.

SECTION V – SPECIAL CONDITIONS OF CONTRACT (SCC)

36. Bid Security:

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

37. Service Delivery:

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

38. Working Hours:

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

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

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

39. Wages to successful bidder's workers:

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

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

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

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

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



SECTION V – SPECIAL CONDITIONS OF CONTRACT (SCC)

& records to be maintained by the successful bidder under these rules-

- (a) Form A – Employee’s Register
- (b) Form B - Wage Register (Including copy of bank statement / acknowledgement)
- (c) Form C - Register of Loan/Recoveries.
- (d) Form D - Attendance Register / Muster Roll
- (e) EPF – ECR & Payment Challan
- (f) ESI - ECR & Payment Challan
- (g) Insurance under WC (For ESI exempted employees)
- (h) Form XIX Wage Slip (to be issued to all employees & copy to be submitted for verification)
- (i) Professional Tax Details (If any)
- (j) Register of Worker Employed by Contractor (Successful bidder) – Form No. (XIII) -Rule 75
- (k) Register of Wages cum Muster Roll – Form No. (XVIII)
- (l) Employment Cards – Form No. (XIV) – Rule 76
- (m) Register of sub-contractor bidder – Form No XII – Rule 74
- (n) Service Certificate – Form No. (XV) – Rule 76
- (o) Registers under Equal Remuneration Act
- (p) Leave with wages – Form No. 14 under Karnataka Factories Rules 1969
- (q) Bonus Register – Form C under payment of Bonus Rules 1975.
- (r) Accident Register.
- (s) Register in form IX in respect of Establishments
- (t) Notice to be exhibited & displayed on premises.
- (u) Any other records / registers required to be maintained by the Successful bidders under statutory provisions applicable to him/her.
- (v) Labour welfare fund register
- (w) Form C & D register under Bonus Act

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

41. Register of Overtime-

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

SECTION V – SPECIAL CONDITIONS OF CONTRACT (SCC)

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

42. Liquidation of Complaints & Penalty: The system has been designed for 24 hours of operations every day. In case of equipment breakdown, the successful bidder shall not take beyond 3 working days for repair of equipment from the date of intimation by BNPM. If the successful bidder fails to rectify the problem for reasons attributable to contractor within 3 working days, a penalty shall be imposed at rate of 1% per day of the monthly order value from 4th day till the day of making the equipment in working condition. The penalty deduction shall be made from the running bills. Prior intimation should be given in case of major issues/breakdowns which shall take beyond 3 working days to the concerned engineer/representative of BNPM. Waiver of penalty shall be considered by BNPM representative for valid reasons given by successful bidder and shall be at discretion of BNPM.

Penalty for absence:

- a. For absence upto 7 days no penalty shall be imposed.



SECTION V – SPECIAL CONDITIONS OF CONTRACT (SCC)

b. If any post (i.e. contract employee) in the team as deployed by the successful bidder as per scope of work is kept vacant for a period of more than 7 days, BNPM will deduct Rs. 200/- per day per person. This deduction shall start from 8th day onwards.

c. If any post (i.e. contract employee) in the team as deployed by the successful bidder as per scope of work is kept vacant for a period of more than 30 days, BNPM will deduct Rs. 300 per day per person. Deduction of Rs. 300/- shall start from 31st day onwards.

Note: The aforementioned deduction will be made against the monthly O&M bill from “Overhead, Administration Charge, Profit, Charges” as quoted by successful bidder in price bid by the successful bidder.

43.Successful bidder’s Performance:

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

Based on the above criteria, the Successful bidder shall be rated in category “A”, “B” & “C”. The contractor with rating “C” shall be disqualified/debarred from participating in the tender for certain period as per the discretion of BNPM.

44.Preference for Micro and Small Enterprises (MSE):

As per PPP-MSE and PPP-MII order issued by MoMSME, GOI and DPIIT, MoCI, GOI respectively and subsequent orders/policies/notifications issued. For availing purchase preference bidder to claim under techno commercial bid and submit relevant documents/ certificates as applicable under aforementioned orders/policies/notifications.

45: Divisibility of the contract: The contract is non-divisible in nature. Tender is not splittable.

Notification: If you have already submitted the tender, then ensure that you resubmit the tender. Else, your bid may be liable to be auto disqualified by the system. And service provider holds no responsibility for the same. In case, you are yet to submit the tender, then please ensure that you submit it before the tender closing time.

46. Submission / resubmission of the bid is the responsibility of the bidders only. Bidder should check and confirm at their end regarding the submission/ resubmission of their bid till the due date & time of bid submission. BNPM / Keonics/ Tenderwizard will not be responsible for non-submission/ non resubmission of any bid.

47. BNPMIPL reserves the right to cancel the tender or reject any or all the applied bids without assigning any reason whatsoever. The tender can be rejected on national security grounds.

48. A letter of intent (LOI)/ Letter of Award (LOA) shall conclude a legally binding contract between successful bidder and BNPM, Mysore till issuance of formal contract.

49. 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 (SCC)

- 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 Authorised 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.

50. Obligations by bidders:

- a. All bidders are obliged under the CIPP to suo moto proactively declare any conflict of interest (coming under the definition mentioned above (point no 50)– 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;

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

SECTION VI – LIST OF REQUIREMENTS

AMC of Forklifts, Clamp-lifts & Pallet Trolleys:

Schedule No.	Brief Description of Goods / Services	Tentative Qty. {in nos.}	Earnest Money Deposit (EMD) {INR}	Remarks
1.	AMC of Forklifts, Clamp-lifts & Pallet Trolleys	12 Months	Rs 21,000/-	a) Refer Section – VI for List of requirements and VII for Technical Specifications. b) Refer Section- III (SIT) for EMD Exemption.

- 1. Contract Period:** The contract shall be for a period of 12 months from date of issuance of Work Order/LOI. Successful Bidder shall be given 15 days' time to mobilize manpower.

However, based on satisfactory performance during the year, BNPM reserves the right to extend the contract for one year at a time for additional two (02) years. The whole contract or part of contract can be terminated at any time at the discretion of the BNPMIPL with one month's notice without assigning any reason whatsoever

- 2. Required Terms of Delivery:** at BNPMIPL, Mysuru inclusive of all charges required to execute required scope of work.
- 3. Service Delivery:** The contractor shall arrange to depute required manpower as per the contract at BNPMIPL, Mysuru. The necessary transportation arrangement, boarding & lodging facilities, tools, tackles & safety gears for manpower required to carry out the scope of work during working days/hours shall be provided by the contractor.

The date of commencement of work will be mentioned in the LOI. It is responsibility of the bidder to arrange manpower services at BNPM, Mysore as per the scope of work and comply all statutory compliances under labour & labour laws. The necessary transportation arrangement for manpower, material, tools and tackles, uniform, safety shoes, PPE (as applicable) etc. as required as per scope of work should be provided by the successful bidder. The successful bidder shall arrange to depute required manpower as per the contract at BNPMIPL, Mysuru.

Additional manpower (if any required) will be utilised as per emergency and as and when required basis. Scope of work remains same.

Place of Delivery of Service:

Bank Note Paper Mill India Private Limited,
Entry Gate 1, 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 AND SCOPE OF WORK

Material movement and handling Equipment: -

Equipment's like forklift, pallet trolley and stackers are being used for the daily material movement activities in plant premises. The company desires to enter into an AMC contract for Maintenance activities of material handling equipment's with a reliable, efficient, experienced contractor in order to provide trouble free system.

List of Equipment: -

The brief list of equipment's that is covered under the AMC is listed below.

SL	ITEM	MAKE/MODEL	QTY
1	FORKLIFT (2T)	GODREJ(GX200E)	11
2	CLAMP LIFT (2T)	GODREJ(GX200E)	05
3	FORKLIFT (5T)	GODREJ(GX500E)	01
4	PALLET TRUCKS(1.5T-2.5T)	MEL, NILKAMAL, MACNEILL	44
5	E-STACKER AND ELECTRIC BABY ROLL LIFTER	DILIP MATERIAL HANDLING	07
6	MANUAL STACKER-HYDRAULIC	NILKAMAL	06
7	PALLET TRUCK WITH WEIGHING SCALE	NILKAMAL	03
8	VERTICAL ORDER PICKER	NILKAMAL	01
Total			74 Nos

Note: - The above mentioned equipment's are only indicative. Quantity may increase as and when new equipment is purchased for the material handling purpose during contract period.

Scope of Repair & Maintenance Works

- a) Deploying two skilled technicians at our plant daily on regular working hours. The deployed persons shall be minimum of ITI with 2 years' experience in forklift and related equipment, preferably Godrej battery operated equipment. The deputed persons/technicians should have experience in handling the electrical and control electronics of material handling equipment and should be experienced in maintenance of traction batteries of forklifts.
- b) Maintenance of all equipment's per the SOP, O&M manuals, OEM recommendations and as per the instructions of the BNPM in-charge.
- c) Daily general inspection of all the equipment in particular of the following,
 - i) Electronics which includes battery, all motors, controller and any other control circuit present.
 - ii) Hydraulic system which includes steering and lifting mechanism.
 - iii) Drive and steer axels mechanism,
 - iv) Brake system.
 - v) Forklift battery chargers ETC...
 - vi) Above particulars are indicators only, however any work related to the forklift and pallet trolley shall be attended upon the instructions of BNPM officers.
- d) If the deployed persons are not able to attend/repair/troubleshoot the breakdown, contractor shall repair the equipment through competent technician from M/s Godrej for the said jobs within 3 working days. Necessary spares, consumables and services from the OEM/dealers shall also be arranged by the contractor upon prior approval from BNPM. However, the cost incurred for the

SECTION VII – TECHNICAL SPECIFICATIONS

same shall be reimbursed to the contractor upon producing the proper bills at actuals. It is the responsibility of the contractor to make the equipment ready for operation within stipulated time period.

- e) Any repair works related to motor, battery chargers and controllers may be carried out by contractor after taking prior written approval from BNPM representative upon submitting the quotation for the works and the cost incurred for the same shall be reimbursed from the BNPM upon producing the tax invoice at the end of respective month.
- f) Calibration/programming of controller shall be done by the contractor if need be.

Manpower deployment & Response time

- a) Any trouble shooting shall be informed to BNPM officer and shall be attended immediately. In any case trouble shooting or repair shall not exceed 3 working days from date of reporting of issue.
- b) In case of absence / non-deployment of manpower (as specified in this tender) for more than 7 days, contractor has to arrange for alternate manpower, failing which penalty shall be imposed. Penalty shall be levied at rate of 3% per week on monthly value of other charges (i.e. Overhead, Admin etc.) (starting from 1st week).

Labour Compliance

- a) All the labour laws shall be complied as per the Govt rules in terms of wages, ESI, PF, Bonus etc.
- b) Contractor shall obtain police verification report and medical fitness report for the deputed person. (Refer Section-V, SCC)

Handling of Consumables and Spares

All the spares and consumables shall be in scope of BNPM and same may be obtained from BNPM store through presentation of material requisition issued by BNPM officer. Contractor shall submit the list of recommended spares well in advance to minimize the down time. However, in case of emergency/breakdown/non-availability of spares/consumables at the time of any repair/troubleshoot, contractor shall procure the same after taking prior permission from the respective BNPM officials/representatives and shall submit the invoice for the same along with the monthly bill.

Tools and Tackles

General tools and tackles (open end and ring spanner sets, Allen keys, hammer, multimeter, screw drivers, megger etc...) required for any trouble shooting and preventive maintenance has to be arranged and maintained by the contractor from start of AMC term. A list of tools and tackles, which the contractor supply shall obtain a Returnable Gate pass and such items, may be taken back after the completion of the Contract/work assigned.

(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:

Deviation from the above mentioned technical details to be provided in the below tabular Column for the offered products

Sl.no.	Description	Bidder Compliance* Yes/No
1.	Annual Maintenance Contract (AMC) of Forklifts, Clamp-lifts & Pallet Trolley's at BNPMIPL, Mysuru shall be strictly carried out as per scope of work mentioned in Section -VII.	
2.	The Successful bidder shall furnish the following documents in respect of the individual manpower who will be deployed by it in the BNPM before the commencement of work. a) List of Personnel to be deployed b) Certificate of verification of antecedents of person by local police authority. c) Detailed proof of identity like aadhar card, driving licence, bank account details, proof of residence and recent 2 photographs of the personnel to be deployed by the agency in BNPM.	
3.	All workers employed by the successful bidder should be subjected to annual health check-up and the report is to be submitted by the successful bidder to BNPM. The charges for annual health check up of the successful bidder's workers shall be borne by the successful bidder.	
4.	The successful bidder shall be responsible for proper conduct of his/her/their personnel in BNPM office premises. In case of any damage/loss/theft etc., to the property of BNPM, which is caused by the personnel deployed by the agency, the successful bidder will either be liable to make good the loss on the basis of the value of the property as determined by BNPM or the same could be recovered from the performance guarantee, monthly payments, due to the agency.	
5.	The personnel deployed to BNPM by the successful bidder should be polite, cordial, positive and efficient while handling the assigned work. In case, the person employed by the successful bidder commit any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the successful bidder will be liable to take disciplinary action against such persons, including their removal from the work, if required by the BNPM.	
6.	The personnel deployed to BNPM shall not be changed by the agency in any circumstances unless there is a specific request from BNPM in writing.	
7.	It will be the responsibility of the successful bidder to meet transportation, medical and other requirements in respect of the persons deployed in BNPM and BNPM will have no liabilities in this regard.	
8.	For all intents and purposes, the successful bidder shall be the 'employer' within the meaning of different labour legislation in	



SECTION VIII – QUALITY CONTROL REQUIREMENTS

	respect of manpower so deployed in the BNPM. The persons deployed by the agency/bidder in BNPM shall not have claims of any employer and employee relationship against BNPM.	
9.	The successful bidder shall be solely responsible for the redressal of grievance/resolution of dispute relating to persons deployed. BNPM shall in no way be responsible for settlement of such issues whatsoever.	
10.	BNPM shall not be responsible for any financial loss or any injury to any person deployed by service providing agency/bidder in the course of their performing the functions/duties or for payment towards any compensation.	
11.	The personnel deployed by the successful bidder shall neither claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees of the BNPM during the currency or after expiry of the contract.	
12.	In case of termination of the contract on its expiry or otherwise, the personnel deployed by the successful bidder shall not be entitled to and will have no claim for any absorption in the regular/otherwise capacity in BNPM.	
13.	<p>The successful bidder shall be responsible for compliance of all prevailing statutory provisions relating to Minimum Wages Act, Provident Fund and Employees State Insurance Act, Factories Act, Employees State Insurance Act, Contract Labour Act, Payment of Wages Act, Employees Compensation Act, Karnataka Labour Welfare Fund etc., in respect of the persons deployed by it in the BNPM.</p> <p>No labour below the age of the minimum age of work as prescribed by the Govt. of India shall be employed on the work.</p> <p>The successful bidder should comply with the following provisions prescribed in the Factories Act 1948</p> <ol style="list-style-type: none"> a. Working hours should not exceed the permissible limits mentioned in the Factories Act 1948. b. The employee should get weekly off as per the provisions of the Factories Act 1948. c. Overtime is not entertained by BNPM and overtime cost shall not be paid by BNPM. <p>The successful bidder should abide by the provision of Section – 79 of Factories Act 1948, in so far as annual leave with wages of his employees is concerned.</p>	
14.	The successful bidder shall also be liable for depositing all taxes, statutory obligation, levies, cess etc., on account of services rendered by the bidder to BNPM to concerned tax, ESI, EPF authorities from time to time as per extant rules and regulations on the matter. In case, the successful bidder fails to comply with the statutory/taxation liabilities under appropriate law, and as a result thereof, the BNPM is put to any loss/obligation, monetary or otherwise, the BNPM will deduct the same from the monthly bills and/or the performance security deposit of the agency/bidder, the extent of the loss or obligation in monetary terms.	

SECTION VIII – QUALITY CONTROL REQUIREMENTS

15.	The successful bidder shall maintain all statutory registers under the law. The agency shall produce the same, on demand to the concerned authority of the BNPM or any other authority under law.	
16.	The tax deduction at source (TDS) shall be made as per the provisions of Income Tax Act and a certificate to this effect shall be provided to the agency by the BNPM.	
17.	The successful bidder shall present the bills for reimbursement of the remuneration latest by 7th of every month (As per payment of wages Act,1936) so that the same can be processed in BNPM at the earliest. However, the deadline of payment of remuneration to the persons deployed by the agency shall not be altered by the agency even if payment is not received or delayed from BNPM.	
Any deviation from the above specifications / Scope of work is to be mentioned below		
1		
2		
3		

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.	Yes agreed	
02	Technical Specifications	As per the scope of work provided in Section VII under Technical Specifications.	Yes agreed	
03	Quantity	As indicated in Section VI - List of Requirement.	Yes agreed	
04	Service Delivery	As indicated in Section VI - List of Requirement.	Yes agreed	
05	Payment terms	As mentioned in SCC, Sec V	Yes agreed	
06	Liquidation of Complaints & Penalty	As per Liquidation of Complaints & Penalty (SCC Clause: 42)	Yes agreed	
07	Performance security	As per performance security clause mentioned in the tender. (SCC Clause: 2)	Yes agreed	
08	Warranty	Not Applicable	Yes agreed	
09	Tender terms & conditions	We have gone through entire tender document thoroughly including GIT (Section II - General Instructions to Tenderer), GCC (Section IV - GENERAL CONDITIONS OF CONTRACT) <u>and confirm that we don't have any counter conditions.</u> We also understand that offer with counter conditions is liable for rejection.	Yes agreed	
10	Compliance to SIT, SCC clauses (specific terms & conditions)	As per SIT, Sec - III and SCC, Sec - V	Yes agreed	
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/ ELIGIBILITY CRITERIA

Category	Eligibility Criteria	Documents required in support of eligibility criteria
General	<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 & 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
Experience & Past Performance	<p>a) Bidders firm should have successfully provided/executed at least 2 (two) works/services towards AMC of Battery operated Forklifts / Clamp-lifts / Pallet Trolleys of Godrej Material Handling System from any reputed companies for a period of at-least One (1) year in the last Five (5) years ending 31.03.2025.</p> <p>b) For Start-up bidders: Criteria is relaxed for Start-ups recognized by DPIIT. Start-ups having capability to execute the service as per the quality & technical specifications specified in the tender Section-IX(Qualification/Eligibility criteria) <i>should successfully provided/executed at least 01 (one) works/services towards AMC of Battery operated Forklifts / Clamp-lifts / Pallet Trolleys of Godrej Material Handling System from any reputed companies for a period of at-least One (1) year in the last Five (5) years ending 31.03.2025.</i></p>	<p>Copy of Purchase order / Work order / Agreement / Any other relevant document.</p> <p style="text-align: center;">AND</p> <p>Documentary evidence confirming completion of supplies / work.</p> <p>Copies of PF or ESI Registration certificate or workmen's compensation.</p> <p><i>(BNPM reserves the right to seek related additional documents in respect of work completion)</i></p> <p>Signed & Stamped Annexure - C on company's letter head</p> <p>Note:</p> <p>e) BNPM reserves the right to seek additional documents related to the documents submitted against eligibility criteria.</p> <p>f) The start-ups should be recognized by DPIIT and certificate of recognition issued by DPIIT clearly stating the "sector" & "industry" corresponding to item in the tender</p>

SECTION IX - QUALIFICATION/ ELIGIBILITY CRITERIA

		<p>should be submitted along with the bid. In case of unavailability of corresponding sector / industry in the certificate, bidder should submit documents approved/ accepted by DPIIT substantiating relevance to the item in the tender.</p>
Financial Standings	<p>a) Average annual turnover of the bidder firm during last three financial year's period ending 31.03.2024 should be more than Rs. 3,00,000/- (Rupees three lakhs only)</p> <p>Note: For start-up bidders: Turnover criteria is relaxed for Start-ups recognized by DPIIT. Such start-ups are required to have an average annual turnover of at least Rs. 1,50,000/- (Rupees One lakhs fifty thousand only) during last three financial year's period ending 31.03.2024.</p>	<p>Audited balance sheet and profit & loss statement for FY: 2023-24, FY: 2022-23, FY: 2021-22 and FY: 2020-21.</p> <p>Chartered Accountants certificate for Turnover, Profit and Net worth may be accepted for the bidders, where tax audits has been exempted as per the existing Govt. orders issued before tender closing date.</p>
	<p>c) Net worth of the bidder firm should not be in negative as on 31.03.2024 and should have not eroded[Ref Note (ii)] by more than 30% (Thirty percent) year-on-year basis as well as cumulative basis in the last three financial year's period ending 31.03.2024.</p>	<p>Note: The start-ups should submit certificate of recognition issued by DPIIT.</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
$\frac{(\text{NW of FY 2023-24} - \text{NW of FY 2022-23})}{(\text{NW of FY 2022-23})}$	$\frac{(\text{NW of FY 2023 - 24} - \text{NW of FY 2020 - 21})}{(\text{NW of FY 2020 - 21})}$
$\frac{(\text{NW of FY 2022-23} - \text{NW of FY 2021-22})}{(\text{NW of FY 2021-22})}$	
$\frac{(\text{NW of FY 2021-22} - \text{NW of FY 2020-21})}{(\text{NW of FY 2020-21})}$	

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

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



SECTION IX - QUALIFICATION/ ELIGIBILITY CRITERIA

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

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

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

Further explanation:

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

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

SECTION IX – QUALIFICATION/ ELIGIBILITY CRITERIA

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

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

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

Authorised Signature with stamp & date

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

SECTION IX – QUALIFICATION/ ELIGIBILITY CRITERIA

ANNEXURE – A

**e-Tender No: BNPM/OTE/ /2024-25 dated
(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/ ELIGIBILITY CRITERIA

ANNEXURE - B

e-Tender No: BNPM/OTE/ /2024-25 dated

(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/ ELIGIBILITY CRITERIA

ANNEXURE - C

e-Tender No: BNPM/OTE/ /2024-25 dated

(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					

Table 2: Financial Details

Sl. No.	Financial Year	Annual Turn Over (Rs.)	Net worth (Rs.)
1	2023-24		
2	2022-23		
3	2021-22		
4	2020-21		

Signature _____

Name-----

Designation-----

Date-----

Stamp of the Organization-----

SECTION IX – QUALIFICATION/ ELIGIBILITY CRITERIA

ANNEXURE -D

**e-Tender No: BNPM/OTE/ /2024-25 dated
(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 X – TENDER FORM

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

To

Date _____

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

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

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

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

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

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

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

(Signature with date)

(Name and designation)

Duly authorised to sign tender for and on behalf of

SECTION XI - PRICE SCHEDULE

(TO BE FILLED ONLINE ONLY THROUGH E-PORTAL)

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

Dear Sir,

Sub: Price bid for AMC of Forklifts, Clamp-lifts & Pallet Trolleys at BNPMIPL, Mysuru

FORM: B-1

Ref: e-Tender No. BNPM/OTE/18/2025-26 dated 18.04.2025

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

Sch. No.	Description	UOM	Qty	SA Code	Total Price for 12 months including GST (INR)	Input GST Credit (INR)	Total Effective Price for 12 months (INR)
A	B	C	D		E	F	G
1	Annual Maintenance Contract of Forklifts, Clamp-lifts & Pallet Trolleys at BNPM, Mysuru	Months	12				

Method of evaluation: The method of evaluation of bidder for awarding the contract shall be on **overall lowest (L-1) effective price** (i.e. overall price quoted by the bidder for all the items less GST) quoted by the bidder on F.O.R – BNPM, Mysuru basis.

Note:

1. Effective price shall be calculated based on Total price i.e. (Unit price & GST amount) less input GST amount. L-1 status shall be determined based on Total effective price quoted in FORM: B-1 only. Price quoted in FORM: B-2 is break up of total price reflecting in FORM: B-1.
2. Bidder shall note that no extra cost will be considered over and above the price quoted in the price bid and hence bidder shall ensure that price submitted in the price bid is quoted considering the complete scope of work as defined in the tender document.
3. Bidder shall be eligible to pass on the input credit which has been deducted from Total price to arrive at Effective price.
4. In case of variation in SAC Code, the same shall be finalised in consultation with L-1 bidder.



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,

FORM: B-2

Sub: Price bid for AMC of Forklifts, Clamp-lifts & Pallet Trolleys at BNPMIPL, Mysuru

Ref: e-Tender No. BNPM/OTE/18/2025-26 dated 18.04.2025

We have received and understood the above tender enquiry and are pleased to submit our breakup of price bid (quoted in FORM: B-1) as under:

Sch No.	Description of Manpower Deployment (B)	Category (C)	No of Manpower (D)	Per Day - (Minimum Wages + VDA) - (INR) (E)	No of Days (Q)	Minimum Wages+ VDA- Annual (Payment will be made on present days only i.e. as per actual attendance basis) (F) (INR)	Annual Cost for 12 National and festival holidays wages {G=(D*E*12)} (INR)	Annual EPF contribution@ 13%(Employer) (Statutory Limit: Maximum Rs. 15,000/- per month basis (INR) (H)	Annual ESI Contribution@3.25% (Employer) (Statutory Limit: Maximum Rs.21,000/- ,per month basis) (INR)(I)	Annual - Sub Total (INR) (J)	Annual cost for Labour Welfare Fund Employer Contribution @Rs.40 per Employee - Annual Basis on production of documents (K=(D*40)) (INR)	Annual BONUS @8.33% on Minimum wages (Statutory Limit : Maximum Rs. 21,000 per month basis) on production of documents (L) (INR)	Total Annual Cost (INR) (M=J+K+L)	
A	B	C		E	Q	F	G	H	I	J	K	L	M	
1	Technician	Skilled	2	893	301	5,37,586	21,432	46,800	-	6,05,818	80	-	6,05,898	
Total Manpower			2	Sub Total (Without GST)										605898
Annual Reimbursement of 2 sets of Uniforms + 1 Pair of safety shoes per Employee (INR)														
Overhead , Administration Charge, Profit - Annual (INR) (Without GST)														
Total GST@18%- Annual													↗	
Total Effective Price (Without GST)- Annual													↘	
Total Price (With GST)- Annual													↙	

Note:

1. Total effective Price quoted here in FORM: B-2 is breakup of total effective price quoted in FORM: B-1 and as such the total effective price in FORM: B-2 & FORM: B-1 shall remain same. L-1 status shall be arrived on the basis of total effective price quoted in FORM: B-1 only.



SECTION XII - QUESTIONNAIRE

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

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

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

S. No.	Description	To be filled by bidder
1	Brief description of goods and services offered	
2	Offer is valid for acceptance up to	120 Days
3	Your permanent income tax A/c no. as allotted by the Income Tax Authority of Government of India	
4	Are you currently registered with the Directorate General of Supplies & Disposals (DGS&D), New Delhi, and/ or the present BNPMIPL and/ or the Directorate of Industries of the concerned State Government/NSIC/SSI for the goods quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit imposed on your registration.	Yes / No If Yes: Registration No..... Validity:
5	Are you currently registered under the Indian Companies Act, 1956 or any other similar Act? (Please attach certified copy (s) of your registration status etc. in case your answer (s) to above queries is in affirmative	
6	Bank account/NEFT/RTGS details	Name of bank: Branch: A/c No.: IFSC: MICR:
7	Please state whether business dealings with you currently stand suspended/ banned by any Ministry/ Dept. of Government of India or by any State Govt.	
8	EMD details:	Online / Offline / Exempted/Not Applicable



SECTION XII - QUESTIONNAIRE

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

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

.....

(Signature with date)

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

For and on behalf of

.....

.....

(Name, address and stamp of the tendering firm)



**NOT APPLICABLE TO THIS
TENDER DOCUMENT**

**NOT APPLICABLE TO THIS
TENDER DOCUMENT**

SECTION XV- BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

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

Beneficiary:

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

Performance Guarantee No.:

WHEREAS.....(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of PO No.(Purchase Order)/SO No.(Sale Order)/LOI No.(Letter of Intent)(as applicable) dated to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said LOI that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the PO No.(Purchase Order)/SO No.(Sale Order)/LOI No.(Letter of Intent)(as applicable).

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.

b(Signature of the authorized officer of the Bank)

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

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



SECTION XV- BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

Checklist for Bank Guarantee:

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

1. BG should be issued on not less than Rs. 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 terms & conditions of 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.**

Account No: **05230350002465.**

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

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**

