



Bank Note Paper Mill India Private Limited
Registered & Corporate office: Paper Mill Compound,
Entry Gate 1, Note Mudran Nagar,
Mysore-570003
CIN: U21090KA2010PTC055475.
Standard Biding Document (SBD)

Not Transferable

Tender Document for Annual Maintenance Contract (A.M.C) for existing garden, trees, horticulture and maintenance of landscape at BNPM, Note Mudran Nagar, Mysuru.

e-Tender No. BNPM/TEN/AMC/LS/240/2017-18, Dated: 31-10-2017.

The Tender Document contains 61 Pages

The Tender Document is sold to

M/s
Address

Details of Contact person in BNPM regarding this tender

Name: Alok Kumar

Designation: Deputy General Manager
Address Administrative office Building,
Entry Gate 1, Paper Mill Compound,
Note Mudran Nagar,
Mysore – 570003, Karnataka, India
Phone 0821-2401111.
Email info@bnpmindia.com
Website: www.bnpmindia.com



BANK NOTE PAPER MILL INDIA PRIVATE LIMITED
Paper Mill Compound, Note Mudran Nagar
Mysore-570003
Tele: 0821-2401 111; Fax No: 0821-2581 154
Email info@bnpmindia.com, website: www.bnpmindia.com
(Name, address, telephone no., Fax, e-mail, website etc. of the Unit)

BNPM/TEN/AMC/LS/240/2017-18, Dated: 31-10-2017.

1. Bidders satisfying the technical and commercial conditions specified in the bid and ready to supply the mentioned products in conformity with the Scope of Supply and Technical specification provided in NIT and terms and conditions stipulated herein may submit their commercial quotes as specified in the format of the document. The closed quote should be submitted electronically only on the BNPM e-Tendering Portal www.tenderwizard.com/BNP within the time:
2. Tenders are invited in two parts (Techno-commercial & Financial) from eligible and qualified tenderers

Sl.No	Brief Description of Work	Earnest Money Deposit*
1	Annual Maintenance Contract (A.M.C) for existing garden, trees, horticulture and maintenance of landscape at BNPM, Note Mudran Nagar, Mysuru	Rs. 96,000/- (INR Ninety Six Thousand only)

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



Tender Number	BNPM/TEN/AMC/LS/240/2017-18, Dated: 31-10-2017.
Type of Tender (Two Bid/PQB/EOI Etc.)	Two Bid
Tender fee	Rs 3,000/-
Details of Sales of tender Documents	
Price of the tender Documents	Rs. 3,000/- plus taxes
Site Visit of Intending Bidders (Period)	02/11/2017 to 15/11/2017
Technical Queries after Site Visit	On or Before 14/11/2017
Pre-bid conference	15/11/2017 at 1100 hrs
Closing date and time for submission of bids along with supporting documents through e-tendering portal.	01-12-2017, 1500 hours.
Bid Submission Mode	Through e-tendering portal www.tenderwizard.com/BNP

3. Interested tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website www.tenderwizard.com/BNP mentioned above for further details.
4. Non-refundable Tender fee is Rs. 3,000/- per set plus applicable taxes. The payment shall be made through Electronic mode only.
5. Aspiring Bidders/Contractors who have not registered in e-tendering should register through the website E - Tendering (www.tenderwizard.com/BNP) for participating in the Online Tenders. The registration charges will be Rs. 3,000/- plus applicable taxes (per year) which needs to be paid through electronic mode only.
6. For details, registration and e-payment, please visit e-tendering website www.tenderwizard.com/BNP or contact e-tendering Helpdesk at 080-49352000 / 9686196756/9686115324.



7. The NIT Form with standard tender documents will be accessible in the e-Tendering website (viz www.tenderwizard.com/BNP).
8. Class III Digital Signature Certificate (DSC) is mandatory to participate in e-Tenders. Participating bidders/Contractors have to make sure that they have the valid DSC. If not, they can procure from any of the RAs approved by CCA.
9. Bidders/Contractors should upload and attach all the Scanned copies of technical documents / certificates in e-tendering website www.tenderwizard.com/BNP pertaining to their eligibility criteria mentioned in the NIT, failing which, the bid will not be considered.

For those tenderers whose technical bids do not satisfy the eligibility criteria, their financial Bids will not be opened.

10. The tender shall contain two bid systems each of whose contents shall be as follows.

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

- i) Bid forwarding letter.
- ii) Power of Attorney in favour of the person who has signed the bid on stamp paper (Rs.100/- non judicial stamp paper)
- iii) Documents to establish conformity with Bidder's Qualification / Eligibility criteria.
- iv) ESIC, PAN details, GST registration certificate, Scheduled bar chart, proposed organization chart.
- v) Earnest Money Deposit (To be paid through electronic mode only)
- vi) Deviations from GCC, SCC, SIT, GIT
- vii) Schedule of deviations to technical specifications separately
- viii) Technical details / documents specified in technical part
- ix) Blank copy (Without price) of Schedule of price duly signed & stamped on each page



The bidder should submit the “**Prequalification Bid & Techno-Commercial bid**” in e-tendering portal.

Financial Bid shall contain.

- i) Schedule of Prices duly filled in.

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

11. Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, should be uploaded in e-tendering portal (www.tenderwizard.com/BNP) only.

12. In the event of any of the above mentioned dates being declared as a holiday/ closed day for the purchase organisation, the tenders will be sold/received/ opened on the next working day at the appointed time.

13. The tender documents are not transferable.

Yours Faithfully,

(Alok Kumar)

Deputy General Manger

[Section II: General Instructions to Tenderers \(GIT\)](#)

This section-II shall be downloaded from website: www.bnpmindia.com under the section “Corporate Actions” and signed & stamped and submitted along with the Techno-Commercial Bid –Part II as acceptance of terms and conditions. (Offer without the copies of section-II shall liable to be rejected).



SPECIAL INSTRUCTIONS TO TENDERER (SIT)

The following Special Instructions to Tenderers will apply for this tender. These special instructions will modify/substitute/supplement the corresponding General Instructions to Tenderers (GIT) incorporated in tender. The corresponding GIT clause numbers have also been indicated in the text below: In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail.

Sl No	GIT Clause No	Topic	Substitution / Replaced by
1.	12.5 and 12.6	Tender Prices	1.0
2.	12.11	Octroi and Local Taxes	2.0
3.	18.0	Earnest Money Deposit	3.0
4.	35.0	Evaluation Criteria	4.0
5.	43.0	Parallel Contract	5.0

1. TENDER PRICES:

Tenderer shall quote strictly in INR and as per the attached price schedule. The quoted prices should be inclusive of all GST etc.

2. EARNEST MONEY DEPOSIT (EMD):

EMD amount should be paid through electronic mode i.e. through internet banking, credit card, debit card, etc.

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



3. EVALUATION CRITERIA:

(i) Techno-commercial bid / Pre-Qualification bid shall be opened together and however, the Techno-commercial bid of pre-qualified bidder who meets the eligibility criteria shall be scrutinized and evaluated by the competent committee/ authority with reference to the parameters prescribed in the tender document. Subsequently, in the second stage the financial bids of only technically acceptable offers as decided in first stage shall be opened for further scrutiny and evaluation. Intimation regarding opening of financial bids shall be given to acceptable tenderers to enable them

(ii) The method of evaluation of bidder for awarding the Contract shall be on consolidated grand total offered by the bidder and will be decided taking into consideration of the total L1 offered price .



IMPORTANT TENDER CONDITIONS AT A GLANCE FOR ATTENTION OF BIDDERS

- 1. Validity of Tender:** The quoted rates shall be valid for a period of 90 days from the date of opening of the tenders, however in case of any delay due to any reasons. The validity period may be extended further for additional period of 30 days. If any tenderer withdraws his tender before the said period or makes any modification in the Price Bid or terms and conditions of the tender then, employer, without prejudice to any other right or remedy will be at liberty to forfeit the whole of the earnest money.

- 2. Tenure of Contract:** Initially, the rate quoted shall be valid for a period of one year. It may be renewable for another two year on satisfactory performance on yearly basis based on the quoted amount (additional AMC period) up to total of maximum three years. The contract can be terminated at any time at the discretion of the BNP MIPL with one month's notice without assigning any reason.

- 3. E.M.D:** An EMD of Rs. 96, 000/- (Rupees Ninety Six Thousand Only) is payable in the form of Electronic fund transfer to A/c No. Bank Note Paper Mill India Pvt Ltd, A/c No. : 05230350002465, IFSC Code: HDFC0000523, Branch: Richmond Road Bangalore as the case may be when he submits his tender shall be held by the OWNER as security for the execution and due fulfilment of the contract till he completes the work. No interest shall be paid on the said deposit. Please refer GIT Clause 18, In case E.M.D is not submitted along with the tender (Techno-commercial bid), **the offer will be liable for rejection. However, please note DGS&D/NSIC/MSME, registered firms are exempted from submission of requisite EMD.**

The interest free EMD of unsuccessful tenderer will be refunded after issue of LOI/WO to the successful bidder.

- a. Tender documents submitted not in accordance with above guidelines will be liable to be rejected.

- b. The Techno-commercial part (part I) tenders will be opened at



December 01, 2017 at 1500 Hrs in the presence of available tenderers or their authorized representatives. In the second stage, the financial bids of only the technically acceptable offers shall be opened for further scrutiny and evaluation. The date of opening of Price bids will be intimated to qualified bidders. Other financial bids of unsuccessful bidders shall not be opened for evaluation.

4. Price:

- a. The contractor has to quote his most competitive price considering all the factors involved in the Annual Maintenance Contract of Existing Gardens, Trees and Horticultural Works at BNPMIPL, Note Mudran Nagar, Mysuru and the price shall be all-inclusive except GST, which shall be shown separately at the prevailing rate. The Price shall be firm & binding, no escalation on above on any account shall be admissible during the currency of contract period, except for the GST & minimum wages for which documentary proof should be attached for claiming escalation, if any.
- b. The contractor should quote his best competitive price considering all the factors involved in the Annual maintenance contract. The price quoted for AMC shall be firm for three years inclusive of GST, statutory labor liabilities etc. No escalation on any account shall be admissible during the period of contract, however for any variation in the service tax it shall be considered for payment on submission of documentary proof.
- c. In case of any revision in the minimum wages payable to the worker of the contractor, the contractor will reimburse the differential wages at actual & statutory contribution thereon on submission of proper documentary proof of payment of the revised wages. GST as applicable will also be reimbursed on above payment.
- d. Rate of the wages should not be less than minimum wages as prescribed by Ministry of Labor & Employment Office of the Chief Labor Commissioner, New Delhi from time to time.
- e. The rates quoted in the commercial bid shall be inclusive of PF/ESI contributions, which shall be made for the workers employed by the contractor on being successful in the tender. You have to submit a copy of



the ESI/PF challan along with the wage sheets of the persons employed, with bills.

- f. The Contractor should not deploy the workers below the age of 18 years and above the age of 60 years.

5. **Payment Terms:**

Payment shall be made on monthly basis only on satisfactory compliance of all the tender conditions stipulated and performance of the job satisfactorily and submission of bills by you. Statutory Deductions: Statutory deductions shall be made at source as per rule

- a. **Fixed Monthly charges:** Payment shall be made at the quoted rates on monthly basis only on satisfactory execution of the work and submission of bills, which, on scrutiny shall have to be certified by BNPMIPL officers. The contractor shall raise monthly bill in the 1st week of succeeding month for release of payment after fulfilling the all-necessary formalities. Contractor must submit a copy of (a) ESIC challan (b) EPF challan (c) Payment of wages Monthly report showing work done/ maintenance works carried as defined in scope of work along with monthly bill etc. Proportionate amount from the bill shall be deducted if the contractor fails to comply with any of the responsibilities under the work order/contract. Such amounts shall be decided by the BNPMIPL and shall be binding on the contractor.
- b. **Variable charges for supply:** As and when required, after successful completion of work to the satisfaction of BNPMIPL, separate bill should be raised for supply of Red Earth, Manure and Lawn Grass. Payment shall be done on quoted rate as per actual quantity supplied / executed.
- c. **Compensation for Delay:** The work shall be taken up strictly as per the terms & conditions of the contract and written instruction from engineer-in charge timely. For any delay beyond the time specified for any particular maintenance works, without any valid reason, compensation for delay/liquidated damages @ 0.5% of the value equivalent to one month O & M price shall be levied per week of delay, subject to a maximum of 5% of monthly O & M charges.



- d. Also a deduction of up to 2 % LD shall be levied on the monthly bill amount if the contractor has not maintained the minimum of 90% attendance on any working day and for the inefficiency in completion the specific work at specific time for providing the services as directed and decided by engineer in charge.
- e. The Contractor's co-ordination with other agencies appointed by BNPMIPL is essential to maintain smooth progress of the work and any delay, which in the opinion of BNPMIPL if due to non-co-ordination and inefficient management of the contractor will not be entertained.
- f. **Notification of Award:** BNPMIPL issues Notification of award / LOI to the successful bidders who qualify and become lowest bidder by post or by fax/email (to be confirmed by post) that its tender for Captioned Subject, has been accepted, briefly indicating therein the essential details of work and corresponding prices accepted. The successful tenderer/Contractor shall mobilize all men required for timely performance of the annual maintenance contract involving various activities and start the work from the date mentioned in Notification of Award. Contractor should return back the duplicate copy of Notification of Award duly signed and stamped in each page as acceptance.

6. Security Deposit/Performance Bond:

Within twenty-one days after the issue of notification of award by BNPMIPL, the supplier shall furnish Security Deposit to BNPMIPL for an amount equal to 10% of the Order Value by way of Demand Draft (DD) or Bank Guarantee (BG) valid up to Sixty days after date of completion of all contractual obligations, including warranty period. (Please refer GCC Clause 6 under Section IV). On submission of above SD, the Earnest Money Deposit already deposited by the successful firm will be released. Failure of the successful tenderer in providing performance security within 21 days of receipt of notification of award and / or returning of duplicate copy of Notification of Award/ LOI duly signed shall make the tenderer liable for forfeiture of its EMD and, also, for further sanctions by BNPMIPL against it.



An interest free Security deposit may be refunded after 2 months from the date of completion of annual maintenance period (i.e. 12 months from date of issue of work order).

7. Contract Agreement:

A formal agreement has to be executed between the contractor and BNPMIPL on ` 100/-Non-judicial stamp paper purchased by the contractor within two weeks of receipt of Security Deposit/Performance Bond as per the format given in SECTION-XVI. In case Contractor fails to complete the formalities for execution of agreement, Work Order shall be cancelled. In such case, EMD / SD of the contractor shall be forfeited and BNPMIPL may initiate appropriate action as deemed fit

8. Liquidated Damages:

If the contractor fails to complete the works within the time frame (s) [work completion schedule] incorporated in the work order, BNPMIPL shall, under the contract deduct from the contract price, as liquidated damages, a sum equivalent to the @ 0.5% of the value equivalent to one month O & M price shall be levied per week of delay, subject to a maximum of 5% of monthly O & M charges. The contractor may apply for extension at least Ten (10) days prior to the date of completion with valid reasons beyond the control of contractor.

9. Parties who have been black listed /debarred by BNPMIPL/SPMCIL/ BNPMIPL or any PSU or any Government Departments are not eligible for submission of this tender.

10. BNPMIPL does not pledge itself to accept the lowest or any tender and reserves to it-self the right of accepting/rejecting the whole or any part of the tender or portion of the quantity tendered without assigning any reason thereof.



11. If the tenderer is registered under DGS&D/NSIC/MSME, they have to clearly mention and submit a copy of supporting documents. In absence of any such declaration, tenderer shall be considered as not registered under DGS&D/NSIC/MSME. Tenderer registered with NSIC/DGS&D/MSME are eligible for exemption of only EMD. As regarding SD, the tenderer who are registered with DGS&D /NSIC/MSME should submit an undertaking for payment of Security Deposit in case they become L1 firm in bid process and this undertaking letter should be attached to the Commercial Bid-part-I.

12. Copies of Certificates / Documents related to GST Registration, PAN and Professional Tax Registration Certificate etc., to be provided along with the Commercial Bid-part-I.

13. Before applying the tender, contractor is advised to visit the site to understand the nature of work, site conditions etc.

14. Other Instructions:

- a. A tenderer should quote rate/amount in figures as well as in word rate(s).
- b. Special care shall be taken to write amount/rates in figures as well as totaling.
- c. Tender document should be accompanied by a certified true copy of an absolute power of Attorney in favor of signatory to the documents.
- d. Any discrepancies, omissions, ambiguities or conflicts in or among contract documents or any doubt as to their meaning should be informed to BNPM for clarifications and these issues may be clarified within seven (7) working days. Where information sought is not clearly indicated or specified, the company will issue a clarifying bulletin in website, which will become part of the contract. Any oral instructions



will not form any part of contract.

- e. The use of whitener / eraser in this tender is prohibited. If any correction becomes of necessary, the same should be done by striking off originally written rates & figures etc. and then rewritten should be done under initials of person filling the tender.
- f. Please note that the contractors who have worked earlier with BNPMIPL, Mysore and their performance was not found satisfactory for any of the jobs awarded to them, their tenders shall not be opened during technical bid stage and their offers shall be considered as invalid and shall be rejected.
- g. Agencies those who are not empaneled with BNPMIPL, Mysore are requested to kindly download the vendor registration form from the website and submit the same along with registration fees before submitting the tender documents.*

15. Refusal of Work: In case successful Contractor fails to start the work after placing work order or leave the site without completing the total work, the Contract shall be terminated and EMD including security deposit shall be forfeited. In such case, the name of agency is liable for being blacklisted and delisted from our approved list. In addition Company reserve the right to complete the unfinished job by engaging other agency at risk & cost of the contractor.

16. The Owner also reserves the right to allot the work partly or wholly to single or different contractors.

17. No counter conditions shall be accepted.

18. Sub-contract: Sub-contracting in any form before and after placement of the work order will not be allowed. In case the contractor is found engaging sub-contractor, the contract is liable for terminated forthwith and forfeiture of



Security Deposit & EMD.

19. Water and Electricity etc.

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

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

20. Rights of company:

BNPMIPL is not bound to accept the lowest or any tender or assign any reason for such non-acceptance. However if the successful bidder refuses to take up the job or leave the job half way after opening the quotation and becoming lowest party, BNPMIPL reserve the right to forfeit the EMD and no correspondence will be entertained and decision of the BNPMIPL will be final. The left over job will be finished engaging other agencies and the additional cost involved will be recovered from original contractor. In any of the above case company reserve the right to take necessary action as deemed fit against the contractor.

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



Additional SIT:

1. Compliance Of Security Norms:

- a. BNPMIPL is a security organization located in the premises of BNPMIPL and the Govt. of Karnataka declares the premise as Prohibited Area. Hence the contractor has to abide by the security rules of the Company. The contractor has to ensure the character and antecedent of the persons deployed. The contractor must be in a position to produce such documents whenever he is asked to do so. Details shall be furnished as per format when called for. The contractor has to issue printed photo identity card to its workers duly authenticated by the designated security officer of the Company. Contractor should apply for Gate Pass for labours, welding permission and material entry pass etc. as per approved format only, well in advance to avoid any delay in issue of Gate passes.
- b. The bidder shall provide security provisions to check infiltration, and safeguard of the works till the complete work is handed over. Nothing, extra shall be paid to the bidder by the BNPMIPL on this account.

2. Safety & Security Measures:

- a. The contractor should scrupulously conform to the safety and security norms and stipulations while working in the security area. The contractor should maintain site clean during the progress of the work and also after the completion of the work.
- b. The Contractor will be required to take – Workmen's Compensation Insurance policy to all of his workmen engaged for the said job and copy of the same to be submitted. It shall be the sole responsibility of the contractor to ensure safety to all his workers. The contractor shall take all the precaution during the repainting/rework against any type of personnel injury or any damage to the property, which can arise during working. Adequate safety gadgets shall be provided by the contractor to the workmen as per norms.



- c. It shall be the sole responsibility of the contractor to ensure safety to all his workers. The contractor shall take all the precaution during execution of work against any hazards, personnel injury or any damage to the property. The contractor shall provide adequate safety gadgets to the workmen as per norms.
- d. In respect of all labor, directly or indirectly employed on the works for the performance and execution of the contractor's work under the contract, the contractor shall at his own expense arrange for all the safety provisions as listed in (i) safety code forming part of the contract documents (ii) Indian Standards Regulations, Rules and orders made there under and such other acts as applicable.
- e. Precautions as stated in the safety clause are the minimum necessary and shall not preclude the Contractor taking additional safety precautions as may be warranted for the particular type of work or situations. Also mere observance of these precautions shall not absolve the contractor of his liability in case of loss or damage to property or injury to any person including the contractor's labor, the BNPMIPL representatives or any member of the public or resulting in the death of any of these.
- f. Protective gear such as safety helmets, boots, belts etc. shall be provided by the contractor at his own cost to all his manpower at site. The Contractor shall impose such requirements on all sub-contractors also. It shall be the responsibility of the contractor to ensure that such protective gear is worn at all times by all personnel working at site. BNPMIPL shall have the right to stop any person not wearing such protective gear from working on the site.
- g. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the BNPMIPL shall be entitled to do so and recover the costs thereof from the contractor. The decision of the BNPMIPL in this regard shall be final and binding on the contractor.
- h. The contractor shall obtain valid license under the Contract Labour (R & A) Act 1970 and the Contract Labour (Regulation and abolition) Central Rules 1971 and under any other applicable rules before the



commencement of the work and continue to have a valid license until the completion of the work.

- i. Any untoward incident arising out of improper supervision or inadequate safety measures will be the sole responsibility of the contractor. The Contractor shall conform to all the Labour Laws and shall remain solely responsible for the obligation under the relevant statutory provisions.
- j. Contractor must ensure that the number of labors/masons or any other type of workers engaged for carrying out the work and requested for issue of gate pass are coming for the job awarded. In case any of the workers is not coming for which gate pass was requested/issued, the name of such persons should be brought to the notice of the concerned officer as well as to the Security section and surrender the pass issued immediately.
- k. Gate passes for all the workers shall be applied in the prescribed Gate pass Format, contractor must enclose copy of address proof (Voters ID card or ration card or driving license or passport etc., for all the workers for which gate pass has been requested.

The following statement also has to be signed by the Contractor.

"It is certified that I know personally the person for whom the entry pass is required and there is nothing adverse report or Police cases against them to debar their entry. I take the responsibility for all those mentioned in the list who acts detrimental to the security and safety of BNPMIPL and other property of the undertaking as also violation of any provision of law & rules framed there under and instruction of Managing Director, GM, DGM, Security Officer and any Executive of the company. It is also to be certified that the persons mentioned above are not holding any photo pass for the requested period".

The Format may be collected for applying the Gate pass from the concerned Section:

3. The contractor shall submit police verification certificate for good character / antecedents for all the workers/supervisor for complying Security formalities.



This certificate or receipt of submission shall be submitted by the contractor. The same shall be submitted for workers/supervisors, who may be a replacement / addition, as the case may be. The cost of verification will be borne by the contractor.

- b. On award of the contract the contractor shall sign the Non-disclosure format and abide with that.
- c. Any worker of the contractor, if found by the Company as unsuitable or having doubtful integrity, shall be removed from the premises at the risk and cost of the contractor. The contractor shall vouch guarantee for the integrity of its workers.

3. Accommodation:

1. The contractor shall make their own arrangement for accommodation for their workers/labour/employee etc.

Section III: Special Instructions to Tenderers (SIT)

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

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

(Clauses of GIT listed below include a possibility for variation in their



provisions through SIT. There could be other clauses in SIT as deemed fit.)

Sl. No.	GIT Clause	Topic	SIT Provision
1	4	Eligible Goods and Services (Origin of Goods)	No provision
2	8	Pre bid Conference	Pre bid conference will be held at above mentioned registered address on Nov 15, 2017 at 11.00 Hrs.
3	9	Time Limit for receiving request for clarification of Tender Documents	Nov 15, 2017
4	11.2	Tender Currency	(INR)
5	14	PVC Clause & Formula	Not applicable
6	19	Tender Validity	90 days
7	20.4	Number of copies of tenders to be submitted	One. To be uploaded on website
8	20.9	E-Procurement	applicable
9	35.2	Additional Factors for Evaluation of Offers	Supplement with the following: Prospective bidders should meet our tender conditions and items being supplied should be strictly as per given specification without counter conditions.
10	50.1, 50.3	Tender For rate Contracts	Applicable
11	51.1, 51.2	PQB Tenders	Not applicable



12	52.1, 52.3, 52.5	Tenders involving Purchaser's and Pre-Production Samples	Not applicable
13	53.4, 53.5, 53.7	EOI Tenders	Not applicable
14	55.2, 55.3, 55.7, 55.8	Development / Indigenization Tenders	Not applicable

1. Prices quoted shall be FOR Mysore site basis inclusive of Packing & Forwarding charges, freight, octroi, transit insurance and all other charges if applicable.
2. It may be noted that GST, the tax implications if any on the unexecuted value of contract shall be revisited and net effect will be arrived for adjustment in the contract value. In view of the above, the price should be quoted Basic & Taxes Separately. However, evaluation of tender at present will be done as per present tax structure.

Section IV: General Conditions of Contract (GCC)

Please refer our website www.bnpmindia.com,

Section V: Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase/works. 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 GGC 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).

S. No	GCC Clause No.	Topic	SCC Provision
1	8.2	Packing and Marking	No Change
2	11.2	Transportation of Domestic Goods	No Change
3	12.2	Insurance	No Change
4	14.1	Incidental Services	No Change
5	15	Distribution of Dispatch Documents for clearance / Receipt of Goods	Not applicable
6	16.2, 16.4	Warrantee Clause	No change
7	19.3	Option Clause	No change
8	20.1	Price Adjustment Clause	No change
9	21.2	Taxes and Duties	No change
10	22, 22.1, 22.2, 22.3, 22.4, 22.6	Terms and Mode of Payments	No change
11	24.1	Quantum of LD	No change
12	25.1	Bank Guarantee and Insurance for Material loaned to Contractor	No change
13	33.1	Resolution of Disputes	No change
14	36.3.2, 36.3.9	Disposal / Sale of Scrap by Tender	Not applicable

A.Statutory Requirements:

- i) The contractor shall have to fulfil all the statutory requirements as per the provisions of law i.e. Karnataka Factory Act, Contract Labour Act, Minimum wages Act/Payment of wages act (state or central), Industrial disputes act 1947 and other related labour legislatures, EPF & MP acts, ESI



act etc., indemnify Company from any claims in future or due to any breach of the statutory requirements. The Company, as a principal employer, shall enforce the provisions of these Acts. All statutory requirements shall be scrupulously followed, non-compliance in this regard may lead to necessary action as deem fit. All documents as per the statutory authorities shall be maintained by the contractor.

- ii) **Rate of the wages should not be less than minimum wages as prescribed by Ministry of Labor & Employment Office of the Chief Labour Commissioner New Delhi from time to time (Latest Notification - No. 1/13(3)/2017-LS-II dated 20.09.2017 w.e.f. 01.04.2017).**
- iii) The wages shall be revised based on the Labour Act prevailing during the currency of the contract as per the Gazette Notification of the Government of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner (C), New Delhi. Contractor should submit claim along with the copy of Gazette for making additional payment for further AMC charges on monthly basis.
- iv) The Contractor must have a valid PROVIDENT FUND CODE & ESI CODE and the same shall be intimated along with the tender.
- v) Note: If the above certificates are not available, the contractor must be in a position to arrange the same within 30 days on award of work order. If not complied, the work order will be cancelled forthwith, no payment will be released and EMD will be forfeited.
- vi) It shall be the sole responsibility of the contractor to ensure safety to all his workers.
- vii) Any untoward incident arising out of improper supervision or inadequate safety measures will be the sole responsibility of the contractor. The Contractor shall conform to all the Labour Laws and shall remain solely responsible for the obligation under the relevant statutory provisions. The contractors should properly maintain all necessary first aid kits in the sub-station and ensure that all its employees are adequately trained in administering first aid in case of emergencies.



- viii) BNPMIPL will not accept any responsibility for any loss or damage to any property or personal belonging effect to Contactor's employee.
- ix) The Contractor shall keep BNPMIPL, its servants or agents indemnified against claims, actions or proceedings brought or instituted against BNPMIPL, its servants or agents by any of his employees or any other third party employed by the Contractor in connection with relating to, or arising out of the performance of the services under the Contract
- x) CONTRACTOR shall indemnify BNPMIPL against any liability for any accident, death or injury to BNPMIPL's servants or agents or against any loss of or damage to any property belonging to BNPMIPL, its servants or agents which shall arise out of the performance of the services under this Agreement and against all costs, claims, demands and damages involved therewith.
- xi) The CONTRACTOR shall pay and indemnify the BNPMIPL against liability in respect of any fees or charges (including any rates and taxes but not including service tax) legally demandable under any Act of Parliament, or State Legislature instrument, rule or order or any regulation or By-law or any local authority in respect of the work.
- xii) Contractor should provide two set of uniform and one pair of safety shoes each year with Contractors Company's logo to be displayed on the shirt for easy identification to all his workers engaged. Color shall be as approved by BNPMIPL.
- xiii) The contractor should be familiar with Karnataka state pollution control norms and stipulations pertaining to work.
- xiv) Statutory Deductions: Statutory deductions shall be made at source as per rule

B. Tender Evaluation:

- i) Techno-commercial bid / Pre-Qualification bid shall be opened together and however, the Techno-commercial bid of pre-qualified bidder who meets



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

- ii) The method of evaluation of bidder for awarding the Contract shall be on consolidated grand total offered by the bidder and will be decided taking into consideration of the total offered price for delivery up to BNPM, Mysore.
- iii) **Evaluation shall be based on overall L1.**
- iv) BNPMIPL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- v) Quoted price should be in figures as per the format. Any discrepancy between words and figures, the price in words shall prevail. Insertions, postscripts, additions and alterations shall not be recognized, unless authenticated by the tenderer's signature. In case of discrepancy between unit price and total price/cost, the unit rate will be considered for evaluation.
- vi) All decisions by BNPMIPL on the evaluation of bids will be final and binding on the Bidders and is not subject to any scrutiny.
- vii) Any effort by a bidder to influence BNPMIPL personnel or representatives on matters relative to the bid under study in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning award of contract may result in rejection of his bid.

c) Tenure: The Contract shall be for a **total period of three years** (On yearly renewal basis) at the terms & conditions of the tender, Initially work order will be issued for **one year** and it will be subsequently renewed /extended thereafter for



max another **02 years subject to satisfactory performance/services rendered** by the contractor. However, BNPMIPL reserve the rights to terminate contract at any time at the discretion of BNPMIPL with three months' notice.

d) The successful tenderer must note that all performance of the job shall be strictly in accordance with the requirements and fulfilments of the local/public authorities, statutory approvals and to the requirements of BNPMIPL and no deviation on any account will be permitted.

BNPMIPL's representative reserves the right to execute any delayed services through third parties and deduct from CONTRACTOR the cost of these services together with 10% of this cost for the damages, without any consent of CONTRACTOR, who shall be notified in writing of the measures taken in every case, after giving due notice and Contractor continues to fail to carryout rectifications/execution of services.

Any damages / breakdowns arising out of negligence, improper handling or improper maintenance will be viewed seriously. In such case the entire expenditure incurred for rectifying or replacing the damaged items will be borne by the contractor. The amount determined by BNPMIPL shall be final and binding. The contractor shall indemnify to this effect.

The payment or deduction of such damages shall not relieve CONTRACTOR from his obligations to complete the services or from any of his other obligations and liabilities under this Contract.

The period of failure to carry out and all matters of delay, damages, unsatisfactory performance of the services mentioned in several clauses above shall be as determined and judged by the BNPMIPL whose decision shall be final and binding on the CONTRACTOR.

e) Office Space:

BNPMIPL will provide the contractor a space for Office located at BNPM, Premises **subject to availability**, which should be properly manned as per the scope of work. The office should be neatly maintained by the contractor and furnished as per the requirement.

All compensation or other sums of money payable by the Contractor to the employer under the terms of this contract will be deducted from the earnest Money deposit/Security Deposit or any other process or recovery of such dues.



f) The Contractor should take utmost care to ensure that no damage to the property of BNPMIPL takes place due to any act of workmen while carrying out the work under the contract.

g) The Contractor should issue identity Cards to all Labour engaged to carry out the work, including supervisors. The identity badge should be worn on the left of the chest at the place of work. The contractor should comply with all security procedures adopted by us and they should furnish the list of people deployed for this contract for verification of their antecedents to our Security Manager. Gate passes will be issued to the personnel deployed and it should be renewed periodically.

h) Inspection by BNPMIPL

All materials and workmanship shall be subject to inspection, examination, and test by the BNPMIPL at any and all times during the period of contract. It is responsibility of the CONTRACTOR intimate on regular basis the progress of work / receipt of material and shall furnish promptly without additional charge all reasonable facilities, labour and materials necessary for the safe and convenient inspection and test that may be required by the BNPMIPL.

f) Restricted Area - Contractor shall fully recognize that the site shall be a restricted area and that all works and movement within it shall be subjected to the BNPMIPLs direction and control.

g) Hazardous Area - The work area in and around the Operating Units such as utility building, Tanks, Cable tunnel, Fire Fighting Pump room, substation area, Treatment plants, Sewage collection well, Electrical Shafts, electrical cable/communication cable/waterline trenches etc. shall be considered a hazardous area. Contractor shall fully familiarize himself and abide by with the safety rules / regulations and fulfilment of ISO standards. If Contractor shall experience unavoidable interruption of work due to operational or safety reasons, such delays / interruptions shall not entitle Contractor to reimbursement of additional costs.

l) Superintendence - Contractor shall provide all necessary superintendence as necessary for the proper fulfilling of Contractor's obligations under this Contract.



J) Adequacy of Contractor's Staff:

It is essential that the service activities be performed with utmost diligence and expediency so as to maintain the highest standards of civil maintenance works. To achieve this, Contractor shall maintain adequate level of staff of good technical competence at site at all times. In case the contractor provides mechanized services, the equipment shall be well-maintained and kept in good condition for all time.

If, at any time, during the currency of the Contract, Contractor's staffing, in the opinion of BNPMIPL, is inadequate to meet the requirements of Contract services, BNPMIPL may so notify Contractor, who shall thereupon take immediate steps to increase its staff at site. Contractor shall affect such increases within a period of maximum Seven Days following the procedure outlined elsewhere in the contract agreement. If within the specified period Contractor does not or fails to increase the staff as required, BNPMIPL may itself or through other parties hire additional staff to supplement that of Contractor at the cost fixed by the BNPMIPL to be deducted from the payment of Contractor.

Failure of Contractor to comply with the instructions of BNPMIPL may be grounds for determination by BNPMIPL that Contractor is not proceeding with the performance of services with due diligence to ensure fulfilment of contractual requirements.

n) Conditions of Performance

Contractor confirms and assures that:

- i) Contractor has the requisite skilled and qualified personnel to perform the services.
- ii) Contractor has inspected the premises and is familiar with the conditions related to performance of the services.
- iii) Contractor shall at all times ensure that the supply of know-how, Manpower, Materials, Equipment, Tools and Vehicles shall be adequate to satisfactorily undertake the scope of services without delay.
- iv) Contractor shall at all times ensure that the services are being carried out in the most expeditious efficient manner consistent with the best interests of BNPMIPL, and in good and professional manner and in



accordance with sound industry practice.

- v) Contractor shall perform and provide the services in accordance with provisions of this Contract and shall exercise all reasonable skill, care diligence and judgment in performance of the services.
- vi) Contractor shall discuss as per the Contract, the general basis for execution of services, Contractor shall provide procedures for BNPMIPL approval which shall be based upon good engineering practice in order to maintain the services/equipment at a high level of efficiency and to provide safe working conditions.
- vii) If any question arises between Contractor and BNPMIPL regarding particular work procedure followed or proposed to be followed by Contractor, Contractor must justify to BNPMIPL the soundness of such procedure and shall obtain BNPMIPL's written approval before the same may be affected. Provision or otherwise of such approval shall not relieve Contractor of any of its obligations under this Contract. BNPMIPL shall have the right to check and make remarks on any or all procedures proposed to be adopted by Contractor for the performance of services. Contractor shall submit such work procedure for BNPMIPL's review and approval.

viii) Vendor/Contractor Performance:

- a) 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.
- b) 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.

o) Labour:

- i) Contractor shall be responsible for the engagement, employment, transport, working and living conditions of personnel and in respect of all matters connected therewith. Contractor shall at all times during the continuance of this Agreement conform in all respects to and carry out all obligations imposed on it by the provisions and requirements of the Employees Provident Fund (Miscellaneous



Provision) Act, 1952, Payment of Gratuity Act, 1972, Employment State Insurance Act, 1948, Maternity Benefit Act, 1961, Minimum Wages Act 1948 prescribed by Ministry of Labour & Employment Office of the Chief Labour Commissioner, Equal Remuneration Act, 1976, Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Contract Labour (Regulation and Abolition) Act, 1971 and any applicable law in the country where any of the services are performed or regulations issued including without limitation all laws, regulations and requirements of Government of India. In no case person under age of 18 Years shall be employed.

- ii) All the proposed staff / personnel shall possess high standard of Integrity, have no affiliation with any political parties or trade unions. This has to be followed during the entire contract period.
- iii) Contractor shall in its dealing with the personnel for the time being employed on or in connection with the Agreement have due regard to all recognized festivals. Contractor shall also observe all relevant local customs and such other conditions and instructions as may be issued to Contractor from time to time by BNPMIPL.
- iv) Contractor shall administer any National Labour on employment on terms and conditions not less favourable than those established for equivalent sites or locations within India.
- v) Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst its employees and for the preservation of peace and protection of persons and property in the neighbourhood of the site against the same.
- vi) Upon the outbreak of any strike or labour dispute involving any of Contractor's personnel engaged on the services, Contractor shall forthwith give details thereof to BNPMIPL. If any dispute arises between the contract labour/labour/employees and Contractor agency, the BNPMIPL will not be responsible in any manner. The Contractor shall not stop or cause stoppage of work on account of strike or other agitation during the period of contract. The Contractor agrees that it shall be liable for all consequences for the delay caused or loss / damages suffered by the BNPMIPL due to the stoppage / strike by the Contractor. BNPMIPL shall recover the cost incurred due



to this from the Contractor's running account bills.

- vii) Contractor shall within twenty four (24) hours of any occurrence of any accident at or about the site or in connection with the execution of the services or any injury, loss or damage to any personnel or to property of Contractor, BNPMIPL or of a third party, report such occurrence to the competent authority whenever such a report is required by law.
- viii) Contractor shall, to the extent permissible under applicable laws, comply with and be bound by such terms and conditions of any labour agreement established by BNPMIPL and applicable to the services of the personnel appointed in India.
- ix) BNPMIPL will have privacy of the contract with the contractor only and will give instructions to the contractor and will have nothing to do or to concern with the conditions of employment of the workers engaged by and/or working for Contractor. However BNPMIPL shall be at liberty to object to and require Contractor to remove forthwith from the site any person employed by Contractor in or about execution or performance of services who in the opinion of BNPMIPL has committed misconduct or whose employment is otherwise considered to be undesirable. Contractor without the written permission of BNPMIPL shall not again employ such person upon services at any circumstances.
- x) BNPMIPL will not, in any manner, be responsible for any act, omission or commission of the workers engaged by the contractor and no claim in this respect will be raised against BNPMIPL

p) **Contractor's Working Hours:**

- i) Normal daily working hours for Contractor's personnel will be 08:00 hrs to 17:00 hrs (with lunch interval), except those working on shift basis, which will be prepared by Contractor and approved by BNPMIPL. Sundays will be observed as weekly rest days except in case of persons who will be working on shift basis for special works. The weekly holiday should be given to the workers with an alternative arrangement.



- ii) In this contract, the shift pattern shall comply with local regulations governing the engagement of Labour, such as Contract Labour Law, Shop and Establishment Act etc.
- iii) Contractor will have to work after normal working hours and on Sundays / Holidays to fulfil its obligation of services. Overtime if any for such work shall be to Contractor's account deemed to have been included in the rates quoted.
- iv) After normal daily working hours the Contractor is required to deploy the manpower on Sundays / holidays to cater any crises or exigencies on requirement basis without any extra cost to BNPMIPL. Further, Contractor is responsible and bound to provide coverage for 24 hours a day throughout the Agreement period to attend to any work of the services with full mobilization as required at site and as and when directed by BNPMIPL's Representative(s) without any extra cost to BNPMIPL.
- v) During the festive days, Contractor at no extra cost to BNPMIPL shall make such adjustment as necessary to the working arrangement at each location of the premises to meet such exigencies as may be directed by BNPMIPL.

q) Qualification of personnel:

- i) The qualification and experience requirements of manpower deployed should be as per specified. ii) The manager/supervisor appointed by contractor should take care of entire activities of the contract and do liaising with BNPMIPL Officer for effective functioning.

r) Conflict of Interest:

- i) Contractor shall conduct its operations in a lawful manner consistent with good international practices and standards for such type of services.
- ii) Neither Contractor nor any of its subsidiaries or affiliates shall in connection with the services enter into a contract, give an undertaking, bid, enter into a Joint Venture Partnership, have any



relations with a Third Party or any other arrangement to perform any services, to supply goods or equipment which may be to BNPMIPL's detriment.

- iii) Any treasures, antiques, valuable etc. found during excavation belong to the BNPMIPL and the same shall be handed over without causing any damage to them.
- iv) The Contractor must ensure that at no point of time should any system be rendered non- functional.
- v) Communication and Document distribution pertain to respective specialized works shall be made during execution of work to meet the requirement of the BNPMIPL.
- vi) Details of the service infrastructure in terms of the service staff strength and their qualifications, details of warehousing facilities for spares and the value of spares stocked shall be submitted.

s) Disputes Arbitration:

If any dispute arises after the issue of LOI /Work order and during the execution of the project which is not resolved within 30 days of their arising, they shall be referred to a sole arbitrator to be appointed by the Managing Director of BNPMIPL. The governing law in this regard will be The Arbitration and Conciliation Act, 1996 of India. The venue of the Arbitration will be Mysuru. Further, disputes if any that may arise at any point of time shall be subject to Mysuru jurisdiction only. However the right of giving the list of arbitrators for selection of sole arbitrator by the parties is exclusively kept reserved by BNPMIPL whose decision shall be final and binding on the parties.

t) Force Majeure Clause:

BNPMIPL shall in addition to its power under other clauses to determine Purchase orders have power to terminate its liability there under at any time by giving a notice of reasonable time in writing to the supplier of the company's desire to do so and upon the expiration of the notice the P.O /W.O shall be determined without prejudice to the rights of the parties accrued to the date of determination.



Further in the event of any situation arising out of or caused by any act which is beyond the control of BNPMIPL, which results in stoppage of production, or in event of any policy decision made in the interest of the company which may necessitate the short closure of the Purchase order, the company by giving a notice of reasonable time to supplier, can terminate the purchase order without prejudice to the rights of the parties accrued to the date of termination



SECTION VI & VII – SCOPE OF WORK / TECHNICAL SPECIFICATIONS/APPROXIMATE QUANTITY

1. General:

The scope of the work is Maintenance of gardens, trees and horticulture works at BNPMIPL, Mysuru as per the schedule of maintenance horticulture works . The contractor will be generally responsible for the total approximate area 10-acre site.

Maintenance includes watering, mulching, loosening of soil around the plants, adding top soil, bi- weekly manuring, weeding (up to 5 meters from edge of planting, trees), fertilizing, at least 2 times a year for trees and at least 4 times a year for other landscaping works, using of Enviro-friendly pesticides or fungicides, and other works for the healthy growth of the plants as per Schedule of maintenance for horticulture works as given below.

It is the responsible of the contractor to collect garden waste, bind in polythene bags, stack separate at a particular location in the premises and to dispose garden wastes outside the premises as and when required. The frequency of disposal is to be decided by the contractor based on the site condition (minimum disposal of 2 times per week). The rate quoted shall include disposal of garden waste. Necessary mechanical transportation involved for disposal of wastes shall be in the scope of contractor including cost of labour for loading and unloading etc., complete and as directed by engineer in charge.

IRRIGATION SYSYTEM: The effective operation of the Irrigation System shall be the responsibility of the Contractor but they shall engage a experienced Irrigation supervisor/engineer to “CHECK, ADJUST AND REPORT” on the system weekly. Any repairs, servicing and modification to the system (including the bore and associated electrics) as necessary to ensure the landscape is healthy and developing to achieve the Design Objectives, are the responsibility of the Contractor. Any such repairs, servicing and modification necessary are to be reported to the officer in charge. The contract is for inspection, monitoring and adjustment of the irrigation system as below and any major servicing and repairs to be included in quoted price.

The Contractor shall maintain the irrigation work (existing semi-automatic system) shall include but not be limited to:



- ♣ Check, Adjust and Report of irrigation pipe.
- ♣ Check for irrigation breakage or sprinkler failure after each mow or twice weekly
- ♣ Adjust spray pattern of sprinklers and the arc adjustment as required
- ♣ Adjust irrigation controller times as seasonal conditions require
- ♣ Report on any defects
- ♣ Refit or repair as necessary after authorization from authority to proceed with repairs
- ♣ Check bore for pressure
- ♣ Inspect suction/delivery for leakage
- ♣ Inspect electrical connections/cable for damage
- ♣ Inspect electrical cabinet – clean and apply insecticide dust to base
- ♣ Remove any debris/weeds from inside pump station
- ♣ Check bore pumps for correct operation
- ♣ Check bore head enclosures – clean if required
- ♣ Inspect electrical cabinets – clean and apply insecticide dust
- ♣ Inspection and flushing of filter equipment including disposal offsite of filter residue.
- ♣ Inspection and removal of residue/foul from bore pumps and dispose offsite.

The Principal shall not be liable for costs to rectify any and all landscape works damaged as a result of the Contractor's negligence in ensuring the continuous operation of the irrigation system. As the current operation of the irrigation equipment is essential to achieving a healthy landscape, the engagement of a qualified Irrigation Contractor to carry out this check and report status, is paramount.



SCHEDULE OF MAINTENACE HORTICULTURE WORKS			
SL No	Type of Plants	Activity	Schedule
1	Trees	Loosening, mulching & adding good soil, manuring & fertilizing etc.,	Twice a year
		De-weeding, cleaning of dry leaves etc., up to five meters	Twice a year/as & when required
		Spraying with eco-friendly insecticide	Once a year/ as & when required
		Trimming, pruning of branches	Preferably before monsoon /As & when required
		Watering	Once a week for trees along road side & Parks.
2	Ground covers /Planter boxes	Watering	Twice or thrice a week during summer season
		Loosening, mulching & adding good soil, manuring & fertilizing etc.,	Twice a year
		Trimming, de-weeding	Monthly
		De-weeding up to 5 meters.	Twice a year/As & when required
		Spraying with eco-friendly insecticide	Once a year/As & when required
3	Potted Plants	Watering	Daily
		Loosening, mulching & adding good soil, manu	Thrice a year
		Trimming, de-weeding	Twice a year
		Spraying/applying with eco-friendly insecticide	Twice a year / as & when required
4	Shrubs	Watering	Once a day
		Trimming, de-weeding	Monthly
		Loosening, mulching & adding good soil, manuring & fertilizing etc.,	Twice a year
		Replacement/ gap filling etc.	During rainy season/as & when required
		Spraying/applying with eco-friendly insecticide	Twice a year/as & when required
5	Lawns	Watering	Thrice a week/ daily during summer season in some specified areas
		Trimming, de-weeding	Monthly/ bi monthly in some specified areas
		Manuring	Quarterly
		Replacement/ gap filling etc.	During monsoon season/ As & when required
		Spraying/applying with eco-friendly insecticide	Twice a year/as & when required
6	Nursery Area	Maintenance of nursery area for Plants propagation and multiplication of all varieties of plants for replacement/ gap filling, replanting etc.	Regular basis.



In addition, the contractor will also be responsible for filling gaps, thinning and transplanting, or replanting where plants may need to be replaced. Along with other planting, the contractor will also be responsible for improving soil conditions for planting. This may include import/export of soil to/from site.

The contractor will also clear vacant area from existing grasses, keep the site clean and maintain the already planted areas free of weeds, pests or insects that cause diseases.

All weeds, unwanted grasses and plant material will be cleared for upto 5 meters from the edge of planting of existing horticultural works including trees.

The trimmings of grass, plants, shrubs, trees and weeds removed shall be put in a shallow pit and covered with soil. This may be done under the tree itself or carried to other place for converting into compost.

2. **Storing:** The contractor shall also be responsible for storing of various materials such as manure, fertilizers, pots, hosepipes, pesticides, garden tools, etc. The store will have stock of all necessary materials and the nursery work shall not suffer due to lack of stock of any item.
3. **Watering:** Water is a scarce resource. It must be used most judiciously. Watering shall be done preferably in the early hours and evening only on daily basis including Sundays.

Transportation of water from the source to various planting areas in flexible hoses will be the responsibility of the contractor. The flexible hoses should not leak and wastewater in any location. If the water on site is insufficient / not available due to any reasons thereof, the contractor shall be responsible to bring water in water tankers or any other sources for the general upkeep of the plants. No plants shall be allowed to wither or die due to lack of proper watering. Any laxity on this will be liable for penalty or even to the extent of cancellation of contract due to deficiency in service.

4. **Nursery Area:** Due to gap filling, replanting etc., various plants will have to be propagated at the site. Also in areas of intense landscaping (such as around the buildings, entrances, road dividers, etc.) flowers and annuals will have to be planted. For this purpose, a shade net area will be made available to the contractor. The contractor will be responsible for the multiplication of plants that will be required on an ongoing basis on the site. The nursery



have a shade net area with potting shed. Approximately 2,000 sq. ft. of Shade net area using Netlon brand black/Green colour will be required to be maintained and replaced whenever necessary, for which no extra payment will be made by BNPMIPL.

5. We strongly recommend using the Nursery area for plant propagation and multiplication. BNPMIPL may at any point give an order for plants (indoor or otherwise) to be propagated in the Nursery. The contractor will have to have a satisfactory stock of plants in the nursery and share details of the same with BNPMIPL.
6. **Replacement of Plants:** Those plants that are not up to the standards and those that do not meet specifications shall be replaced by the contractor at no extra cost to the BNPMIPL. Also, loss of plants due to non-availability of water, draught, lack of monsoons, theft, disease, non-performance of the plant, destruction by nature or man, etc. shall all be factored into the rate of maintenance and replacement of plants in all such cases will be at no cost to BNPMIPL.

The seasonal plants and all other plants (perennials) will have to be replaced at no cost to the BNPMIPL and should be done in time as per the season.

7. **Plant Requirements:** The contractor shall source other plants and shrubs from available nurseries, unless otherwise specified. Seeds shall be acquired from reputed organizations and hybrid seeds will be used where possible – particularly for flower varieties. No plant material shall be changed without the consent of the BNPMIPL.
8. **Monthly Report:** The contractor shall also maintain a work report for work completed each month. The same report in English will be submitted to the BNPMIPL every month. BNPMIPL shall verify completed work as per the report. Contractor will be responsible for meeting deadlines for the completion of the job. The contractor should keep a record of fertilizers, insecticides etc., used in various areas with dates.



9. **Responsibility:** The landscape contractor's work shall not hinder other work, either underground or over ground, such as electrical, phone lines, water or sewage lines, etc. In areas of overlap, the landscape contractor shall work in coordination with other related contractors. Any damage by the landscape contractor's team to such utilities will be penalized and contractor shall be responsible for cost for such damages.
10. **Miscellaneous:** While the contractor may have similar projects elsewhere or may have another business, the contractor shall not conduct other business from the site or from the established office or nursery. The use of materials, tools, etc., will be purely for the BNPMIPL site.
11. The contractor will be responsible for being available on site during regular working hours of 9:00 am to 6:00 pm shall be required to establish an office & store. The contractor will have to employ post qualified employees familiar in similar work, who will attend the day-to- day requirements of the site at BNPMIPL. After the contract period, BNPMIPL may either extend the contractor's agreement to maintain the site, or may opt to transfer the nursery maintenance and site management to another party.

12. **Materials & Labour:**

- I. **Plant Materials:** All plant materials shall be healthy, found vigorous, free from plant diseases, insect pests or their eggs and shall have healthy well developed root systems.
- II. **Supply & Substitution:** Upon submission of evidence that certain materials including plant materials are not available at the time of execution, the contractor shall be permitted to substitute other materials and plants, with an equitable adjustment of price.
- III. All substitutions shall be of the nearest species and variety to the original specified and shall be subject to the approval of the BNPMIPL.
- IV. **Equipment:** All labour should be provided with tools and regular maintenance of these tools shall be maintained and upkeep of a garden by the contractor. Lawn mowers, grass cutting machines, hoses, garden scissors, pruning shears, trowels, spading forks for loosening soil etc. will be available with themselves at all times. However, Contractor shall supply experienced labour to use these tools. Maintenance cost for these tools shall be borne by the contractor

- | | |
|---------------------------|---------|
| 1. Long cutter | : 1 no. |
| 2. Electric Hedge trimmer | : 1 no |
| 3. Electric chain saw | : 1 no. |



- V. Safe custody of these tools / equipment shall be the responsibility of the contractor. Note: The above number of tools is tentative, actual number shall be provided by the contractor as per requirement.
- VI. **Training & Meetings:** The labour will be trained to use proper gadgets required and will use them effectively. Periodical training sessions and meetings with the labour force, if necessary, shall be conducted as and when required or called for.
- VII. **Consumables:** All the consumables such as fertilizer / manure, soil, Enviro-friendly insecticide etc., required for the maintenance will be supplied by the contractor.
- VIII. Organic fertilizers must be used as far as practicable. Transportation cost of spares and consumables within BNPMIPL premises to use place is to borne by the Contractor.
13. **Planting Of Trees:** Whenever planting, the following specifications will be followed by the contractor.
- I. Digging of pits: Tree pits of 600mm x 600 mm x 600 mm (approx. 2'x2'x2') shall be dug a minimum of two weeks prior to back filling. The pits for shrubs shall be 600 mm in depth and 300mm diameter. While digging the pits the topsoil may be kept aside, and mixed with the rest of the soil as specified.
 - II. If the soil quality is poor, it shall be replaced with soil mixture acceptable to the BNPMIPL. If the soil quality is satisfactory, then it shall be mixed with manure and river sand. The soil condition will have to be approved by the BNPMIPL. Pest/termite prevention chemicals or any other approved chemical to be applied into the soil before planting as per suppliers specification.
 - III. **Back Filling** – The soil is back filled, watered thoroughly and gently pressed down a day previous to planting, to make sure that it may not further settle down after planting.
 - IV. **Planting** – No tree pits shall be dug until a final tree position has been pegged out for approval. Care shall be taken that the plant sapling when planted is not buried beyond the level of the pot containing it. Planting should not be carried out in water logged soil.
 - V. **Staking** – A single vertical stake 1 metre (approx. 3 ft) longer than the clear stem of the tree, driven 300 mm to 450 mm (approx.1ft to 1'6||) into the soil shall be used. Each tree should be secured to the stake so as to prevent exc ent.



VI. **Watering** – The landscape contractor shall allow for the adequate watering of all newly planted trees and shrubs immediately after planting and during the following growing season, keep the plant material well-watered.

14. **Shrub Planting & Ground Cover:** (***)Same specification as for trees, except where specified otherwise).

15. Lawns

I. **Preparation** –During the period prior to planting the lawn, the area shall be maintained free from weeds. Whatever the nature of soil, complete surface shall be trenched over to a depth of 300 – 450 mm. Grading and final leveling of the lawn shall be completed at least 2 weeks prior to the actual sowing.

II. **Soil** – The soil itself shall be ensured to the satisfaction of BNPMIPL to be a good fibrous loam, rich in humus. Pest/termite prevention chemicals to be mixed if required.

III. **Execution** – Nodes of specified grass shall be dibbled not less than 5 cms. Apart on above mentioned soil conditions.

IV. **Maintenance** – In the absence of rain, lawn shall be watered every two days heavily, soaking the soil thoroughly to a depth of at least 250 mm. In summer months, lawns shall be watered daily.

V. **Cutting** – The scythe must continue to be used for several months until the grass is sufficiently secure in the ground to bear the mowing machine.

VI. **Edgings** – These shall be kept neat and must be cut regularly with the edging shears.

VII. **Fertilizing** – The lawn shall be fed once a month with liquid fertilizer by dissolving 45gms of Ammonium Sulphate in 5 litres of water.

VIII. **Weeding** – Prior to regular mowing, the contractor shall carefully remove unsightly weeds.

16. **Maintenance** – The Landscape Contractor shall maintain all planted areas within the landscape contract boundaries until the area is handed over in whole or in phases. Maintenance shall include replacements of dead / unacceptable plants, watering on daily basis including Sundays & holidays, mulching, loosening soil around plants, adding topsoil, manuring, de-



weeding (up to 5 meters from edge of planting and trees), cultivating, control for insects, fungus and other diseases by means of spraying with an approved insecticide or fungicide, pruning and other horticultural operations necessary for the proper growth of the plants and for keeping the area neat in appearance.

17. **Clearing Of Site** – Before finally leaving the site upon completion of the work, the contractor shall remove all his infrastructure facilities like huts, soil debris, tools, equipment, scaffoldings, centering materials, rubbish etc., and the site shall be left clean and tidy.

18. **Rates Of Plants** – In addition to the quoted price, the contractor shall Supply and plant best quality pot grown healthy shrubs / tree saplings / ground cover / seasonal / lawn etc. as per specifications given in Tender documents. Rates shall be as per the Schedule rates of Horticulture dept. Karnataka or Nurserymen co – operative society Ltd (a wing of horticulture dept, Bangalore). If rates are not available with these agencies, prevailing market price will be considered. The rates include cost of plants, ingredients, labour, and maintenance after planting for entire period of contract, complete as per above specification.

19. **Price Variation:** The price should be firm for the contract period and there shall be no variation/escalation on any account except for the wages and tax revision. Rate of the wages should not be less than minimum wages as prescribed by from time to time. The basic price for the manpower shall be as per GOI Notification, Ministry of Labour & Employment Office of the Chief Labour Commissioner New Delhi. Subsequent wages revision shall be considered for payment as per the notification.

20. **Maintenance Of Records** – The contractor shall be responsible for maintaining records of work executed including fault rectification, consumable and spares used etc.

21. **Supervision:** The contractor is required to have a competent, well experienced full time supervisor (acceptable to the BNPMIPL) who will be responsible to the BNPMIPL for the conduct of the work and who has authority to receive and act on such instructions as the BNPMIPL may give. The work of the contractor is subject to inspection by the BNPMIPL at all times, but such inspection does not relieve the contractor of any of the responsibility.

22. **Compensation for Damages:** The contractor shall be responsible for the all other damages to any person, tools & tackles, animal or property arising out of and incidental to the negligent or defective carryout of this contract. He shall also indemnify the BNPMIPL in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising there from. The BNPMIPL shall be entitled to deduct _____ amount of



any damage, compensation, charges, costs and expenses arising or occurring from or in respect of, any such claims or damage from any or all sums due or to become due to the contractor, without prejudice to the BNPMIPL's other rights in respect thereof.

- 23. Non - Compliance of Site Instruction:** If the contractor after receipt of written notice from BNPMIPL requiring compliance within 7 days fails to comply with such instructions, BNPMIPL may employ and pay any other contractor to execute any such work whatever that may be necessary to give effect thereto, and all cost incurred in connection therewith shall be recoverable from the contractor by the BNPMIPL as a debt or may be deducted from any payment due to the contractor.
- 24. Termination of the Contract by BNPMIPL:** If the Contractor stops the works for more than 3 days continuously, then the BNPMIPL has the power to terminate the Contract without giving any notice whatever may be the reason. In this case the contractor has no power to claim compensation and their Security Deposit will be forfeited. The BNPMIPL has the authority to complete the remaining works through other agencies. Decision of the BNPMIPL in this regard is final. The BNPMIPL has the authority to terminate the contract without specifying any reasons thereof, without any compensation at any time during the currency of the contract. However, one-month notice will be given prior to cancellation. The contractor has no right to withdraw or leave the contract in mid before expiry of the term of the specified valid tenure of the contract.
- 25. Co-ordinations with other Agencies:** The BNPMIPL reserves the right to use premises and any portions of the site for the execution of any work not included in this contract which it may desire to have carried out by other persons, and the contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the BNPMIPL.
- 26. Contractor's Responsibility:** The contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the schedule of quantities and specifications 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 that contractor finds any discrepancy in the schedule of quantities and specifications, he shall immediately and in writing refer the same to the Landscape Architect/BNPMIPL who shall decide which is to be followed.
- 27. Temporary service road, pathways, etc.** Unless otherwise specified, the contractor shall provide and bear all expenses and charges for special or temporary services roads, pathways required by him in connection with access to the site, alter,



adapt or maintain the same as required from time to time.

28. Assignments and subletting: The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or sub-let the contract or any part thereof or interest therein without the written consent of the BNPMIPL, and no undertaking shall relieve the contractor from the full and entire responsibility of the contractor from active superintendence of the works during their progress.

29. Alteration in quantity or work, specification & design/addition of work / deletion of work: The BNPMIPL shall have power to make any alterations / additions to or substitutions for the original specifications and instructions that may appear to him to be necessary during the maintenance work. For that purpose or if for any other reason it shall in his opinion be desirable, he shall have power to order the contractor to do any or all of the following:

- I. Increase or decrease the quantity of any work included in the contract. Delete any such work.
- II. Change the character or quantity or kind of any such work.
- III. Change the plant names, levels, liners, positions and dimensions of any part of the work.
- IV. Execute additional work of any kind necessary for the completion of the works and f) Change in any specified sequence, method of timing of the work.

The contractor shall be bound to carry out the work in accordance with any instructions in these connections which may be given to him in writing signed by the BNPMIPL and shall not on any way vitiate or invalidate the contract.

Note: Tenderers are advised to visit the site to gather firsthand information prior to quoting.



Section VIII: Quality Control Requirements/Declaration by the tenderer –

TEN/ AMC/ LS/240/2017-18 dated 31-10-2017.

[Contractor/Bidders shall fill the following format and submit _____ along with bid through e-portal]

1. It is confirmed that I/We shall carry out the works as per Technical specification and tender conditions. Necessary warranty and test certificates for desired materials shall be submitted along with bills.
2. I /we, also confirm that No material without conforming to the Specifications in the Contract will be used for the Works without prior written approval and instruction of the BNPMIPL Officers in charge.
3. Price BID been submitted as per given format (Section XI: Price Schedule – Part-II Bid) in financial bid on our e-portal.
4. DD for EMD amount, Cost of tender document, complete set of signed tender document & necessary proof documents for eligibility in tender participation are attached with Part-I Tender Form.
5. Payment terms are accepted as per tender conditions.
6. I have the proof of following mandatory documents and enclosed along with tender documents.
 - a) GST registration No.
 - b) PAN No.
 - c) Service Tax No.
 - d) Requisite work experience.
 - e) Work credential with financial turnover required to participate in this tender as per eligibility criterion.
7. We have gone through the other tender conditions mentioned in Section-II : (General Instructions for Tenderer (GIT) & Section-IV General Conditions of Contract (GCC), Special instructions to tenderer (SIT) & Special conditions of contract (SCC) of this tender downloaded from BNPMIPL website <https://www.bnpmindia.com>) & we are abide to follow above sections as a part of this tender.



8. It is also confirmed that our firm is not black listed /debarred from tendering process from BNPMIPL or any PSU/Govt. departments.

Date: / / 2017

Place:

For and on behalf of

[Signature with Name & date]

Duly authorized to sign tender for and on behalf of

Company Seal



Section IX: Qualification/ Eligibility Criteria

Tender No. TEN/ AMC/ LS/240/2017-18 dated 17-10-2017.

For Part-I: Technical Bid Criteria: (Section X: Tender Form –Part-I-Bid)

Eligibility Conditions: The tenderer should have at least 3 years of experience in carrying out AMC or project experience of Horticulture Works, horticulture/arboriculture of large industries, townships, factories etc. or similar type of horticulture management services and enclose copy of Purchase order/work order/ work completion certificate as proof of evidence. Also the bidder should be currently in business and in sound financial condition.

A. Financial Eligibility:

The prospective bidders should have the following eligibility criteria and should submit the documents as mentioned below:

- a. Average Annual financial turnover during the last 3 years, ending 31st March 2017 should be at least Rs. 15 lakhs.
- b. Tenderer should submit Balance sheet for previous 3 years (provisional/ audited) i. e. for the financial year 2016-17, 2015-16 and 2014-15 duly signed/certified by the chartered accountant.
- c. The Tenderer should not have suffered financial loss for more than one year during the last 3 years ending 31/03/2017.
- d. The Net Worth of the firm should not have eroded by more than 30% in the last 3 years ending 31/03/2017 and should not be in negative as on 31/03/2017.

B. Technical Eligibility:

Proof of having successfully completed similar works along with the work orders / performance Certificate/ Completion Certificate indicating a) Name of Work, b) Name of Client, c) Value of work, d) Scheduled date of completion, e) Actual Value of works on completion f) Actual date of completion g) Any other information, during last 5 years



Three similarly completed works each costing not less the amount of Rs 20 lakhs in the last 5 years up to 30.09.2017.

OR

Two similarly completed works each costing not less than the amount of Rs 24 lakhs in the last 5 years up to 30.09.2017.

OR

One similarly completed works each costing not less than the amount of Rs 39 lakhs in the last 5 years up to 30.09.2017.

Note : Similar works means either the developmental/project works of horticulture/arboriculture or the annual maintenance services for the horticulture/arboriculture works

2. Scanned documents shall be uploaded in support of pre-qualifying eligibility criteria.
 - a. Work order completion certificate indicating Name of works, Name of the client, Work order no., date, Value of works order placed, actual value of work completed and the time period for the completion of the work (scheduled and actual) duly attested copies for each of the works should be submitted along-with the Tender Part – I. If required so the Bidder has to produce the original documents for verification to BNPMIPL, failing which the bidder will be disqualified. The originals of all the above-mentioned documents will be returned back after verification. The completion certificates of works issued by officers of rank below that of Executive Engineer or equivalent in case of CPWD/ PWD or any Government Department and Asst. General Manager or equivalent level of any commercial Bank would not be entertained. Total value of work done, date of completion of work and the nature of the work should be clearly mentioned in the completion certificate without which the application/tender will not be accepted.
 - c. Proof of registration with GST, PAN.
 - d. ESIC and PF Registration Certificates.
 - e. Balance sheet, profit & loss account statements for previous 3 years (provisional / audited) i.e. for the financial year 2016-2017, 2015-16 and



2014-15 duly signed/certified by the chartered accountant.

- f. All the above certificates / documents shall be duly signed with seal by the Authorized person of the firm.
 - g. Power of Attorney / Authorization with the seal of the company in the name of the person signing the Tender Documents.
 - h. Details of the contact person/ (s) with mobile number, email address, fax numbers etc.
 - i. Declaration about having read all the tender documents in details and understanding of the same.
 - j. Declaration on the firm/company/proprietor about not being relative to the directors of the company.
 - k. Declaration that the firm has not been blacklisted/ debarred by BNPMIPL/ BRBNMPL /SPMCIL or any Govt. Departments duly signed by authorised signatory
 - l. All the above certificates / documents shall be duly signed with seal by the Authorized person of the firm.
 - j. Site organization chart indicating list of personnel with their qualifications & experience proposed to be deployed for this work.
 - k. History and Structure of firm name of director / partners / proprietor with technical staff.
 - l. Detail of Civil and criminal cases and other legal dispute proceedings/arbitration proceedings, if any, pending against the tenderer or where the tenderer is involved and also closed cases during the last 3 years is to be informed and the related documents shall be submitted.
- C. The bidder should meet/satisfy all the conditions stipulated for eligibility criteria (Financial & Technical) for acceptance of bid for the specified work subjected to evaluation.

All the copies of the above documents shall be self-attested or Notary attested or Gazetted officer.

Part-II Commercial (Price) Bid:

The commercial bid of the bidders who have qualified in Part-I only will be opened.



The date of opening the price bids shall be intimated to the qualified bidders at the later stages.

Important:

1. *Please note that the contractors who have worked earlier with BNPMIPL, Mysore and their performance was not found satisfactory for any of the jobs awarded to them, their tenders shall not be opened during technical bid stage and their offers shall be considered as invalid and shall be rejected.*
2. *Agencies those who are not empaneled with BNPMIPL, Mysore are requested to kindly download the vendor registration form from the website and submit the same along with registration fees as applicable before submitting the tender documents. however this is not mandatory for this bid.*

Submission of tender shall be as under (through e-tender)

- a. 1st stage – 1 containing Part-I Technical Bid:
- b. 2nd stage - 2 containing Part-II Commercial (Price) Bid:

Part-II Commercial (Price) Bid:

The commercial bid of the bidders who have qualified in Part-I only will be opened. The date of opening the price bids shall be intimated to the qualified bidders at the later stages.

Note: Undertaking letter mentioning below points shall be submitted

- a. We confirm that the quoted price is inclusive of all statutory levies, Service Tax, duties, packing, forwarding, freight, handling, loading, unloading & insurance charges for delivery at your Site/Press and is firm.
- b. We confirm that there would not be any price escalation during the Tenure of Contract.
- c. We confirm that we will abide by all the tender terms& conditions of tender,



above scope of work and we do not have any counter conditions.

d. We confirm that tendered item will be supplied as per specification and tender conditions.

e. We have gone through the SCC (special conditions of contract) B (iii).

Section X: Tender Form –Part-I-Bid:

Proforma of Technical Bid (Part-I) – Tender Notice for Annual Maintenance Contract (A.M.C) for existing garden, trees, horticulture and maintenance of landscape at BNPM, Note Mudran Nagar, Mysuru

Company Name,

To:

The General Manager,
BNPMIPL, Note Mudran Nagar
Mysore - 570 003.

Dear Sir,

SUB: Part-I: Proforma of Techno-Commercial Bid Tender for Annual Maintenance Contract (A.M.C) for existing garden, trees, horticulture and maintenance of landscape at BNPM, Note Mudran Nagar, Mysuru

Ref: Your Tender Enquiry No: Tender No. TEN/ AMC/ LS/240/2017-18 dated 31-10-2017.

With reference to your Tender enquiry cited above, we are pleased to enclose the following as our technical bid for your kind consideration.

1. Our company's profile
 - a. Name of the firm:
 - b. G S T (Enclose Copy):
 - c. Income Tax P.A.N. No. (Enclose Copy):



2. We confirm that we have fulfilled eligibility criteria required by BNPMIPL and supported documents are enclosed herewith.
 - a. Proof of Eligibility criteria & Experience.
 - b. List of customers where similar kind of work has been done. Contact person name, designation & telephone no. work completion certificates etc.
 - c. Balance sheet for previous Three years i. e. for the financial year duly signed by the Chartered account.
3. We have enclosed in a separate envelope DD No.....datedof amount as mentioned in the tender form Payable at Mysore towards the payment of EMD amount.
4. Cost of Tender form Rs 3, 000/- (if down loaded from web site) is also enclosed as per details DD No.dated
5. We confirm that the Price bid is quoted exactly as per your format .
6. We do hereby declare that we have read and understood all terms and conditions of tender document including GIT, SIT, GCC and SCC and confirm to abide to those conditions without any counter conditions.
7. We confirm that we will abide by all the tender terms & conditions and we do not have any counter conditions. In case any counter condition is put the tender is liable to be rejected. As required, we enclose herewith the complete set of copy of tender documents (including terms & conditions) duly signed by us as a token of our acceptance along with EMD and tender form cost.
8. We also confirm that the undersigned is duly authorized and have the competence to sign the contract for and on behalf of the firm.
9. We further confirm that, if our tender is accepted, we shall enter into agreement as per terms and condition of the tender.
10. If our tender is accepted, we undertake to complete the works and perform the services in accordance with the relevant work order schedule specified in the List of Requirements and other tender conditions mentioned in Section-II



:(General Instructions for Tenderer (GIT) & Section-IV General Conditions of Contract (GCC). (Please Refer website: <https://www.bnpmindia.com>)

10. We agree to keep our tender valid for acceptance for a period up to 90 days extendable up to another 30 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.

Dated this _____ day of _____

For & on behalf of

(Signature with date)

(Name and designation)

Duly authorized to sign tender for and on behalf of

Thanking you,
yours faithfully,

Name:

Seal Signature with date.

Note: Techno-commercial bid without Copies of documents mentioned in Serial No.1, EMD amount, Tender form cost & Copy of complete set of tender documents duly signed with seal affixed, is liable to be rejected.



Section XII: Questionnaire Checklist

The Tenderer should furnish specific answers to all the questions/ issues mentioned below. In case a question / issue do not apply to a tenderer, the same should be answered with the remark –not applicable". Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.

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

Sl No	Item Description	Yes /No	Deviation /Remarks
01.	Brief description of goods and services offered as per tender and scope of work?		
02	Offer is valid for acceptance up to 90 days after opening of tender		
03	A copy of Your permanent Income Tax A/ C No (PAN) card attached (Please attach certified copy of your latest/current Income Tax clearance certificate issued by the above authority)		
04	Are you currently registered with the Directorate General of Supplies & Disposals (DGS&D), New Delhi, and/ or the National Small Industries Corporation (NSIC), New Delhi, and/ or the present BNPMIPL and/ or the Directorate of Industries of the concerned State Government for the goods quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit imposed on your registration.		
05	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.		
06	Please indicate name & full address of your Banker(s)		
07	Please state whether business dealings with you currently stand suspended/ banned by BNPMIPL/any Ministry / Dept. of Government of India or by any State Govt.		

.....

(Signature with date)

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

For and on behalf of

.....

(Name, address and stamp of the tendering firm)



BG-PS

BANK NOTE PAPER MILL INDIA PRIVATE LIMITED

SECTION: XV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

SHEET 1 OF 2

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

Date:.....

Performance Guarantee No.:

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

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

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

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

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

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



BG-PS

BANK NOTE PAPER MILL INDIA PRIVATE LIMITED

SECTION: XV

**BANK GUARANTEE FORM FOR PERFORMANCE
SECURITY**

SHEET 2 OF 2

Private Limited having to substantiate its demand.

This guarantee will remain in force up to and any demand in respect thereof should reach the Bank not later than the above date.

.....

(Signature of the authorized officer of the Bank)

Name, authorization/ signature no. and designation of the officer Seal, name & address of the Bank and address of the Branch



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

SECTION: XVI

CONTRACT FORM

SHEET 58 OF 4

(Address of BNPM's office issuing the contract)

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

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

1. Name & address of the Supplier:
2. BNPM's Tender document No..... Dated..... and subsequent Amendment No....., dated..... (If any), issued by BNPM
3. Supplier's Tender No..... Dated..... and subsequent communication(s) No..... Dated..... , (If any), exchanged between the supplier and BNPM in connection with this tender.
4. In addition to this Contract Form, the following documents etc., which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as part of this contract.
 - (i) General Conditions of Contract;
 - (ii) Special Conditions of Contract;
 - (iii) List of Requirements;
 - (iv) Technical Specifications;
 - (v) Quality Control Requirements;
 - (vi) Tender Form furnished by the supplier;
 - (vii) Price Schedule(s) furnished by the supplier in its tender;
 - (viii) Manufacturers' Authorisation Form (if applicable for this tender);
 - (ix) BNPM's Notification of Award

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

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

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

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



CF

BANK NOTE PAPER MILL INDIA PRIVATE LIMITED

SECTION: XVI

CONTRACT FORM

SHEET 59 OF 4

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

- (i) Total value (in figure) - - - - - (In words)
- (ii) Delivery schedule
- (iii) Details of Performance Security
- (iv) Quality Control
 - (a) Mode(s), stage(s) and place(s) of conducting inspections and tests.
 - (b) Designation and address of SPMCIL's inspecting officer
- (v) Destination and dispatch instructions
- (vi) Consignee, including port consignee, if any
- (vii) Warranty clause
- (viii) Payment terms
- (ix) Paying authority

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

For and on behalf of

Received and accepted this contract

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

For and on behalf of.....

(Name and address of the supplier)

(Seal of the supplier)

Date:

Place:



	BANK NOTE PAPER MILL INDIA PRIVATE LIMITED	SECTION: XVIII
BOP	Proforma of Bill for Payment.	SHEET 1 OF 2

To:

The General Manager, B.N.P.M. India Pvt.
Limited, Note Mudran Nagar,
Mysore-570 003.

Invoice / Bill No. & Date	
PAN No.	
TIN No.	
VAT No.	
Service Tax Registration No.	

(To be submitted by contractor's on their letter Head)

Name and Address of the Firm:

Bill No:

Dated:.....

Sub: Submission of Bill for payment

No.	Work Order No: & Date	Item Description	Quantity	Rate (Rs.)	Claim Amount	Amount in Words
1 Total (Including all taxes) - A separate Detail measurement sheet is to be attached along with this bill.						
2.	Work order amount: Rs.					
3	Type of bill:					
4	Area of work:					
5	Starting date of work :					
6	Schedule date of completion:					
7	Actual date of completion:					
8	Reasons for delay:					
9	Liquidated damage (if any) : (For any delay beyond specified schedule time period)					



BOP

Proforma of Bill for Payment.

SHEET 2 OF 2

10	DLP Period:
11	EMD:
12	Security Deposit:
13	Any other details/Remarks:
14	Bank Details

I hereby certify that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the contractor for claiming that payment has been fulfilled as required under the contract.

Signature and Stamp of Contractor

