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| <u>BNPM/NCB/PMC/44/ 2022-23</u> | BANK NOTE PAPER MILL INDIA PRIVATE LIMITED | |
| | Tender for Appointment of Project Management Consultant for setting up two lines of Bank Note Paper Mill (12000 TPA) at Balasore, Odisha CORRIGENDUM NO. 2 | |

CORRIGENDUM No. 2, DATED 29.06.2022

FOR

TENDER NO. BNPM/NCB/PMC/44/2022-23 dated 26.04.2022

**Tender for Appointment of Project Management
Consultant for setting up setting up two lines of
Bank Note Paper Mill (12000 TPA) at Balasore,
Odisha**



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1.0 SCOPE OF THIS CORRIGENDUM

- 1.1 This corrigendum dated 29.06.2022, is issued for clarifications to pre-bid queries and amendment to terms & conditions of tender.
- 1.2 Except for details mentioned herein, all other details contained in the tender no. BNPM/NCB/PMC/44/2022-23 Dated 26.04.2022 shall remain applicable and unchanged.

2.0 AMENDMENT TO THE TENDER:

| S. No. | Section No./ Page No. | Amendment |
|---------------|--|--|
| 1. | Section -IX, Eligibility Criteria (Page 57/58 of 88) | Attached as Annexure-1 to this Corrigendum |
| 2. | Section-VI, List of requirements; Utility Plants: Effluent Collection & Treatment Plant. With primary, secondary and tertiary treatment with Softening, UF Membrane, RO and MEE for Zero discharge, sludge dryer etc. (Page 45 of 88) | Sludge drying machine is required after the filter press/ screw press for removing the moisture from the sludge. |
| 3. | Section-VI, List of requirements; Domestic Sewage Treatment System (Page 46 of 88) | BNPM is considering approx. 500 dwelling units for colony and approx. 1000 personnel for the plant. |
| 4. | Closing date and time for receipt of tenders: 05.07.2022 | Closing date and time for receipt of tenders: 20.07.2022 at 1500 Hours |



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| S. No. | Section No./ Page No. | Amendment |
|---------------|--|--|
| | at 1500 Hours Opening date & time of Technical Bids: 05.07.2022 at 1500 Hours | Opening date & time of Technical Bids: 20.07.2022 at 1500 Hours |

3.0 CLARIFICATIONS TO PRE-BID QUERIES:

Clarifications to pre-bid queries are attached as Annexure-2 to this Corrigendum.



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ANNEXURE - 1: AMENDMENT TO ELIGIBILITY CRITERIA (SECTION IX)

| Category | Eligibility Criteria as per tender | Amendment to Eligibility Criteria |
|-----------------|---|--|
| General | a) Bidder* (Individual/ Firm/ Company/ Corporate / LLP / HUF / Limited Company) intending to bid should be bonafide, experienced, technically competent, resourceful and financially sound to carry out the assigned work. • Local (Domestic) Bidder falling under the definition of Bidder requiring registration as given in Requirement of registration, will be eligible to bid in the tender only if the bidder is registered with DPIIT, GOI. (The Registered Committee constituted by the Department for Promotion of Industry and Internal Trade). | No Change |
| | b) Bidder should have valid GST registration certificate. | No Change |
| | c) Bidder should have valid PAN card. | No Change |
| | d) Bidder should have not been blacklisted / debarred by RBI/BRBNMPL/ SPMCIL/ BNPMIPL/ Government of India. | No Change |
| | e) The bidder should be in continuous business of providing engineering and Project consultancy services during last five years ending on 31.03.2022. | No Change |



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| Experience & Past Performance | <p>Bidder should have successfully provided engineering and consultancy services (EPC) for similar project as given below:</p> <p>a) One project costing not less than INR 1250 Crore. (Or)</p> <p>b) Two projects each costing not less than INR 780 Crore (Or)</p> <p>c) Three projects each costing not less than 600 Crore.</p> <p>The project must be working satisfactorily for at least one year.</p> <p>Similar project means setting up green field/ expansion/ modernisation of paper mill in India/abroad.</p> <p>The work shall demonstrate expertise</p> | <p>1. Bidder should have successfully provided engineering and consultancy services (EPC) for similar project as given below:</p> <p>a) One project costing not less than INR 1250 Crore. (Or)</p> <p>b) Two projects each costing not less than INR 780 Crore (Or)</p> <p>c) Three projects each costing not less than 600 Crore.</p> <p><i>(Similar project means setting up green field/ expansion/ modernisation of paper mill in India/abroad)</i></p> <p>The project must be working satisfactorily for at least one year.</p> <p style="text-align: center;">(Or)</p> <p>2. Bidder should have successfully provided engineering and consultancy services (EPC) for setting up green field/ expansion/ modernisation of Bank note paper mill in India/abroad having production capacity of minimum 6000 TPA.</p> <p>The paper mill must be working satisfactorily for at least one year.</p> <p>The work shall demonstrate expertise</p> |
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| <p>and experience in the following packages as given below:</p> <ol style="list-style-type: none"> 1. Comprehensive Architectural and design services for larger industrial building and construction management/ supervision etc. 2. Paper manufacturing including pulping and automation process. 3. Effluent treatment plant (primary, secondary, Softener RO, UF and Multi effect evaporator etc.) 4. Utility services- Centralised Air-conditioning system, Steam Generation, Electricity receiving and distribution etc. 5. Electronic security surveillance (CCTV)/Access control/ Communication/ LAN. 6. Fire detection, Alarm and protection system 7. Piping Design and supervision. 8. Water treatment and distribution system. <p>The experience in all above trades should be covered in either one consultancy assignment or in a set of not more than three (3) consultancy assignments during the last ten years as on 31.03.2022.</p> <p>Experience in setting up of green field project in paper manufacturing be an added advantage.</p> | <p>and experience in the following packages as given below:</p> <ol style="list-style-type: none"> 1. Comprehensive Architectural and design services for larger industrial building and construction management/ supervision etc. 2. Paper manufacturing including pulping and automation process. 3. Effluent treatment plant (primary, secondary, Softener RO, UF and Multi effect evaporator etc.) 4. Utility services- Centralised Air-conditioning system, Steam Generation, Electricity receiving and distribution etc. 5. Electronic security surveillance (CCTV)/Access control/ Communication/ LAN. 6. Fire detection, Alarm and protection system 7. Piping Design and supervision. 8. Water treatment and distribution system. <p>The experience in all above trades should be covered in either one consultancy assignment or in a set of not more than three (3) consultancy assignments during the last ten years as on 31.03.2022.</p> <p>Experience in setting up of green field project in paper manufacturing be an added advantage.</p> |
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| Technical Capabilities and Capacities | The bidder should have at least one qualified and experienced personnel for following packages i.e. Paper Technology process plant, Steam Generation, Electrical System, Effluent Treatment, Air-conditioning, Security surveillance system, automation, and water treatment on its roll for minimum two years. | The bidder should have at least one qualified and experienced personnel for following packages i.e. Paper Technology, Architectural/ Structural Engineering, Mechanical Engineering, Electrical Engineering, Automation / Instrumentation & control on its roll. |
| Financial Standings | <p>a) Average annual turnover of the bidders firm during last three years period ending 31.03.2021 should be more than Rs. 15,00,00,000/- (Rupees Fifteen Crore only)</p> <p>b) Net worth of the bidders firm should not be in negative as on 31.03.2021 and should not have eroded* by more than 30% in the last three years period ending 31.03.2021.</p> | No Change |



Tender No. BNPM / NCB / PMC / 44 / 2022-23 dated 26-04-2022

PMC Services bid for 12000 TPA Paper Mill of BNPM at Balasore

ANNEXURE-2: CLARIFICATIONS TO PRE-BID QUERIES

| Sl.No. | Discipline | Reference | | | Bidders' queries | BNPM's Reply |
|--------|------------|-------------|---|---|---|--|
| | | Chapter No. | Page No. / Clause No. | Description | | |
| 1 | Technical | | - | - | Bidder requests to provide the Conceptual plot plan indicating plot for Plant and township area. | The successful bidder has to ascertain the optimum requirement of land for the project/Township which shall be the basis for acquisition of land from Government of Odisha. |
| 2 | Technical | V | Pg. No. 35 / Cl. No. 22 | Proof Checking | Client to confirm that proof checking is for which discipline. | For building & structural design |
| 3 | Technical | VI | Page 38 Part-I | Preparation of DPR -- Para No. 2 The scope of work shall include but is not limited to the following. Since the entire scope of work will be finalized after initial survey, assessment etc, the successful bidder shall include further matters that may be considered essential or incidental for due preparation of detailed project report. | Bidder requests for the clarification on this statement especially - Initial Survey, Assessment, further matters etc. | Information available with BNPM shall be shared with successful bidder. However, any additional information, if needed, shall be obtained by successful bidder from respective agencies. |
| 4 | Technical | VI | Pg. No. 38, Part 1 Cl. No. 2 | Context/Background- This section should provide a brief description of the sector/subsector as well as the national strategy and policy frame work. This section should also provide a general description of the project being proposed for appraisal. This section shall also cover name of the Company, Existing operation, Proposed Project, Necessity of the project, Summary of Project Cost, Capacity Utilization in various stages, Turnover, Annual salary & wages, Project Implementation period, Key financial indicators, etc. | Data needs to be provided by Client except summary of project cost, project implementation period. | Information available with BNPM shall be shared with successful bidder. However, any additional information, if needed, shall be obtained by successful bidder from respective agencies. |
| 5 | Technical | VI | Pg. No. 38, Part 1 Cl. No. 2 | Summary of site evaluation criteria.....in this section | Client to confirm the no. of sites to be evaluated. | Based on the requirement of the site & availability at Balasore. |
| 6 | Technical | VI | Pg. No. 38, Part 1 Cl. No. 2,3,4,5,6 | Problem to be addressed, Aims and Objectives, Strategy, Target Beneficiary, Legal framework | Needs discussion, data needs to be furnished by Client. | Information available with BNPM shall be shared with successful bidder. However, any additional information, if needed, shall be obtained by successful bidder from respective agencies. |
| 7 | Technical | VI | Pg. No. 39 / Part 1 - Preparation of DPR - Pt. No. 7 | Environmental Impact assessment | Bidder understand that EIA would be carried out by Third party agency engaged by the owner after final site selection and report will be issued to Consultant for compliance in Design. | EIA shall be taken up separately after land acquisition, however, initial Environment Impact is to be included in DPR by successful bidder. |
| 8 | Technical | VI | Pg. No. 39, Part 1 Cl. No. 8 (i) | Proposed process for chemical recovery system | Pl. clarify the chemical recovery system envisaged in the project | Assessment of possible recovery of constituents to be studied and incorporated in DPR by consultant, to the extent feasible. |
| 9 | Technical | VI | Pg. No. 40, Part 1 Clause No 8 (III) | Raw material survey | Raw material survey, sources and cost will be carried out from Public domain available information. | Information available with BNPM shall be shared with successful bidder. However, any additional information, if needed, shall be obtained by successful bidder from respective agencies. |
| 10 | Technical | VI | Pg. No. 40, Part 1 Clause No 8 (VIII) | Details of recommended line options..... 25 MT finished output per day per line | We understand that the capacity of of plant will be 12000 TPA (6000 TPA each line) (i.e. approx. 18 MT finished output per day per line. Pl. confirm) | Tender conditions shall prevail. |
| 11 | Technical | VI | Pg. No. 40, Part 1 Cl. No. 9 | Management | Needs clarity in concept and scope. Needs to be carried out jointly. | Information available with BNPM shall be shared with successful bidder. However, any additional information, if needed, shall be obtained by successful bidder from respective agencies. |
| 12 | Technical | VI | Pg. No. 41, Part 1 Cl. No. 10 | Finance: This section should focus on the cost estimates..... | Cost estimate shall be based on budgetary quote from single Bidder/ in-house data. Option for cost sharing, cost recovery (usage charges), infrastructure projects Infrastructure cost and tenure of debt needs to be furnished by Client. | |
| 13 | Technical | VI | Pg. No. 41, Part 1 Cl. No. 12 | Cost Benefit Analysis | Since the paper is being consumed for in-house consumption, needs discussion and clarity on consultant scope. | |
| 14 | Technical | VI | Pg. No. 41, Part 1 Cl. No. 13 | Risk Analysis | Legal and contractual risk clause needs discussion and clarity. | |
| 15 | Technical | VI | Pg. No. 41, Part 1 Cl. No. 14, 15 | Outcomes and Evaluation | Needs discussion and clarity. | |
| 16 | Technical | VI | Pg. No. 42, Point 1 | Point 1 --> Project Outline --> sub-points 1.5 to 1.10 | Needs to be furnished by client. | |
| 17 | Technical | VI | Pg. No. 42, Point 2 | Point 2 --> 2.1, 2.3 (Aims and objective of project) | Needs to be furnished by client. | |
| 18 | Technical | VI | Pg. No. 42, Point 3 | Point 3 --> 3.1, 3.2, 3.4, 3.5 | Needs discussion and clarity. To be furnished by Client. | |
| 19 | Technical | VI | Pg. No. 43, Point 4 | Point 4 --> 4.1 to 4.7 | Needs to be furnished by client. | |
| 20 | Technical | VI | Pg. No. 43, Point 5 | Point 5 | Needs clarity on the scope. | |
| 21 | Technical | VI | Pg. No. 43, Point 6 | Point 6 | BNPM to clarify if the land is acquired and the title is clear. | |
| 22 | Technical | VI | Pg. No. 44, Point 9 | Point 9 | The comments on Niti Ayog needs clarity. | |
| 23 | Technical | VI | Pg. No. 45, Part 2 Cl. No. 1 (A) | Continuous cotton comber digestion bleaching (half stock preparation) system | Pl. confirm, dedicated line of Continuous cotton comber digestion bleaching is envisaged for each line or common system can be considered | Two separate lines are required having inter-connectivity. |
| 24 | Technical | VI | Pg. No. 45, Part 2 Cl. No. 1 (A) | Stock preparation for cotton linter..... | Pl. confirm, cotton linter will be available in pulp sheets and will be available in bale form | cotton linter will be available in pulp sheets form. |
| 25 | Technical | VI | Pg. No. 45 / Part 2 - 1 B | Raw water intake, treatment and Supply to plant and township | The Bidder understand that raw water supply shall be at the plant / township battery limit. The scope for storage, treatment and distribution shall be done within Battery limit. | As per tender, Incoming Water supply from nearby river / alternate source identified by IDCO to the site. |
| 26 | Technical | VI | Pg. No. 45 / Part 2 Cl. No. 1 | Steam Generation plant along with fuel storage FO/LPG/CNG | Pl. confirm, in case of LPG/CNG, storage facilities are envisaged in the project or LPG/CNG will bring to a metering station and further distribution shall be in Bidder's scope | The successful bidder has to ascertain the viability of LPG/CNG/PNG/FO and accordingly include in the DPR which shall be the basis for execution. |
| 27 | Technical | VI | Pg. No. 45 / Part 2 Cl. No. 1 | Roll storage facility | Pl. confirm, the no of days storage for roll storage and is any ASRS has been envisaged for roll storage facility. We also presume that manuel pallet storage for finished goods has been envisaged in the project. Pl. also indicate the no. of days storage required | The roll facility is required for Machine rolls. Not for finished paper roll/baby rolls. The manual pallet storage for finished product is envisaged. Also strong room for finished product for approximately 30 days storage is to be made. |
| 28 | Technical | VI | Pg. No. 46 / Clause C | Infrastructure | Infrastructure - is it for 50 acre or 100 acre? | Tender conditions shall prevail. |
| 29 | Technical | VI | Pg. No. 46 / Clause C Point 2 | Landscape / Hardscape / Irrigation system (Automated) | Client to confirm if this is for 50 acre or 100 acre? | As per tender, Entire premises. |
| 30 | Technical | VI | Pg. No. 46 / Clause C Table | BNPM / CISF Quarters and other facilities | Client to confirm the type of staff quarters? | Approximately, Type A quarter - 700 Sqft Type B quarter - 900 Sqft Type C quarter- 1100 Sqft Type D quarter - 1400 Sqft More types as per requirement. |
| 31 | Technical | VI | Pg. No. 47 / Table | Township and CISF Infrastructure - Phase 1 and Phase 2 | Client to confirm the gap in between both the phases. | Approx. 1 year |
| 32 | Technical | VI | Pg. No. 47 / Part 2 II Preliminary Technical Services | topography survey and Soil Investigation | Kindly confirm that the cost of hiring an agency for carrying out topography survey and Soil Investigation will be borne by BNPM. | Agency charges for soil investigation/ topography shall be borne by BNPM. |
| 33 | Technical | VI | Pg. No. 47 / Part 2 III - Preliminary Technical Services | Site visit to authorities | It is difficult to ascertain no. of site visits and its location to various authorities and hence all such visits travel related expenses will be charged at actuals. | Payment will be at actual. Air fare (Economy Class)/ train fare (second AC) |
| 34 | Technical | VI | Pg. No. 48 / Part 2-III B-3 Electrical, Instrumentation and Controls Engg | Prepare Loop diagram, logic and interlock diagram | It will be developed by Pulp and Paper machine vendor, various utilities and reviewed for integration by consultant. | Preparation of Loop diagrams, Logic and Interlock diagrams is in Consultant's scope and should be included in tender. |



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| 35 | Technical | VI | Pg. No. 48 / Part 2-III B-4 Electrical, Instrumentation and Controls Engg | Prepare DCS | Paper machine and pulp mill, system architectural will be developed by vendor based on the consultant input and hooked up to main DCS. | Preparation of DCS (Distributed Control System) architecture for the plant, Quality control system (QCS) is in consultant's scope and should be included in tender. |
| 36 | Technical | VI | Pg. No. 48, 49 / Part 2 IV - A, B, C - Point 1 | 1. Review and updating of engineering provided by machinery suppliers. Process, Mechanical, Electrical, Instrumentation & Control and Civil | Bidder understands that engineering done by machine suppliers shall be updated by themselves only. Bidder shall review and comment on the drawings / documents of machine suppliers.. | Yes, it is correct. |
| 37 | Technical | VI | Pg. No. 49 / Part 2 IV B | - | The Bidder understand that power supply shall be at the plant / township battery limit. The scope for same shall be done within Battery limit. | Please refer Page 45- Incoming Electricity supply from state Electricity Board feeder to the site. |
| 38 | Technical | VI | Pg. No. 49 / Cl. No. IV B Point 2 | Prepare concept note on Power generation and distribution. | Pls clarify any inhouse power generation is envisaged ? | Captive power plant is not envisaged. However, Emergency power generation has to be at site. |
| 39 | Technical | VI | Pg. No. 49 / Part 2 IV c 7). Detailed Civil Engineering | Reinforcement Drawings | Bidder will provide the reinforcement drawings in tabular form. Contractor shall prepare bar bending schedule and the same shall be reviewed by Bidder's site team. Please confirm. | Successful bidder shall provide design and detailed Goof For Construction (GFC)/working drawings of steel Reinforcement works including layout, cross-sections etc. as per standard practices. Barbending schedule shall be prepared by Contractor for the purpose of joint measurements records and to verify the reinforcement work executed as per GFC drawings at site from Successful bidder's project team. |
| 40 | Technical | VI | Pg. No. 49, 50 / Cl. No. A 10, B 14, C 13 | Review and approval of As-Built drawings | As built drawing's will be prepared by the respective package contractor based on the execution and wil be submitted for record. It will be checked from completeness of compliance point of view . For execution contracts like Civil, Electrical and Instrumentation and Utility piping it will be corrected based on the mark up received by the site team. Page no 48 to 50 applicabel for all disciplines | OK |
| 41 | Technical | VI | Pg. No. 50 / Cl. No. V (6) | Provide technical assistance in purchase negotiation | Since the TBA is given by the consultant any support required will be extended from home design office. Any visit during commercial discussion will be charged at actual. | Only TA/DA shall be paid at actual. Air fare (Economy Class)/ train fare (second AC) |
| 42 | Technical | VI | Pg. no. 50 / Part 2-V- Point 11 | Consultant shall perform expediting services to ensure that the dispatch of items falls in line with the project schedule | It will be carried through telephonic / email followup. If any visits to be carried out, will be carried under Inspection head at actuals. | OK |
| 43 | Technical | VI | Pg. No. 50 / Part 2 IV c 14) and 15) Detailed Civil Engineering | Proof Checking Certificate | Please clarify scope of appointment of Proof Consultant. Is it by bidder or by BNPM? Cl 14 and 15 are appears to be contradictory. | Proof Consultant, if desired, will be appointed by BNPM. Bidder shall furnish the required data/details for proof checking. |
| 44 | General | II | Pg. no. 10 / Cl. No. 24.2 | Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening, provided they bring with them letters of authority as per the format in Volume I of the corresponding tenderers. | Please provide the Letter of Authorization format - Volume I as mentioned in Clause. | Since this is e- tender, Manual opening is not envisaged. |
| 45 | General | - | - | - | TCE design services shall be from the Home office at Mumbai only. 60 visits of 200 mandays are considered for travel to site at Balasore. For any visits beyond the estimated number, BNPM shall reimburse the Professional manday charges alongwith all travel expenses related to travel such as Lodging, Boarding, Air fare, local transportation, etc at actuals. | Quoted price should be inclusive of professional fees irrespective of no. of mandays required to visit at site (Mysore/Balasore) as well as office of Project Consultant. However, travel expanses Lodging, Boarding, Air fare (Economy Class)/ train fare (second AC), local transportation, etc. for site (Mysore/ Balasore) visit shall be reimbursed on actuals. |
| 46 | General | - | - | - | Our prices are valid as mentioned below: DPR services - 6 Months Approval for Phase II commencement - 2 months Execution of project - 50 months Total 58 months from the date of LOI of DPR services. | Tender conditions shall prevail. |
| 47 | General | VI | Page - 51, Clause VI, 13 | PROJECT MANAGEMENT SERVICES | For additional deployment, in case of Extension of contract or for additional scope will be discussed with BNPM and mutually agreed. Kindly confirm | Tender conditions shall prevail. |
| 48 | General | - | General | Current Status of the project | Are all the statutory approvals & clearances in place. Kindly confirm | No statutory approval can be obtained without DPR. |
| 49 | Commercial | - | - | Limit of liability of Supplier / Consultant | Bidder would like to request for inclusion of a suitable clause clearly indicating the limit of liability of Supplier / Consultant under this contract. | Tender conditions shall prevail. |
| 50 | Commercial | - | - | Price escalation clause | Bidder's prices for this Contract will be valid for the Contractual completion period defined in the contract. Bidder requests for 10% escalation year on year basis for balance services to be included in case of delay in project duration due to reasons not solely attributable to consultant. | Tender conditions shall prevail. |
| 51 | Commercial | - | - | - | Bidder has considered 2 no. of revisions in its' quoted price. Any additions to it shall be charged extra. Issue of drawings and documents is considered in non-editable Electronic format only, which shall be transmitted through web-based Electronic document management system (WRENCH). No hard copy shall be provided. | Tender conditions shall prevail. |
| 52 | Commercial | I | Pg. no. 3 | - | In the tender there is mention of tender processing fees to be paid. However, there is no provision for making the payment on the BNPM portal. Kindly confirm. | Tender processing fee is to be paid to KEONICS. |
| 53 | Commercial | --- | Pg. No. 5 / Cl. No. 6 Page 23 / Cl. No. 6 | Performance Bond / Security | While security depository amount is mentioned as 3% of value of contract at Page 5, the same is mentioned as 10% of value of contract at Page 23. Bidder requests BNPM to clarify regarding the same. | Refer to clause 2 of SCC which supersedes the GCC clause 6. i.e. 3% of the contract value. |
| 54 | Commercial | IV | Pg. No. 23 / Cl. No. 9 | Inspection and Quality Control | Bidder would like to submit that as the subject tender is for rendering PMC services, this clause in its present form would not be applicable. BNPM is requested to kindly replace the same with a simpler version which would be applicable for services. Bidder requests for Inspection and expediting services to be on Man-day rate basis with reimbursement for travel expenses on actuals. | Refer Page 50 V -8 (Scope of work- preshipment inspection at vendors place) |
| 55 | Commercial | IV | Page 25 Cl. No. 16 | Warranty | The warranty clause seems to be drafted for supply of goods. Bidder would like to request for inclusion of a simpler version of warranty clause which would be relevant for services like the subject PMC services. | Please refer clause 4 of SCC, which supersedes the GCC clause Nno 9. |
| 56 | Commercial | IV | Pg. No. 25 / Cl. No. 18.2 | Sub-Contracts | Since this is a services Contract, sub-contracting should be applicable for services also. | Any sub-contracting will be allowed after approval of BNPM. |
| 57 | Commercial | IV | Pg. No. 28 / Cl. No. 26 | Termination for default | Please add the following sub-clauses: 26.4 In the event of breach of conditions by BNPM, Contractor shall bring it to the notice of supplier with a stated time period within which such breach need to be cured, failing which, the supplier has a right to Terminate the Contractor with an immediate effect. 26.5 In the event of non payment of supplier dues as per the terms and conditions of this contract, supplier has right to Suspend the contract with a notice period of 30 days. If the payment is still not done within the notice period, supplier has right to immediately terminate the Contract. 26.6 In the event of Termination for any reason, BNPM shall pay the supplier all its' dues till the time of Termination of this Contract. | Tender conditions shall prevail. |



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| 58 | Commercial | IV | Pg. No. 28 / Cl No. 30 | Governing Language | Please add the following sub-clause: 30.2 The English language will be used in all written communications, data, drawings and documents exchanged between the CLIENT and TCE with respect to the services to be performed hereunder. All reports, drawings, documents and other technical information procured or prepared by TCE in connection with this project shall employ metric units of measure. CLIENT shall provide English translation of local rules and regulations to TCE. Gregorian calendar will be followed for the execution of this Agreement. | OK |
| 59 | Commercial | IV | Pg. No. 28 / Cl No. 27 | Termination for Insolvency | Please add the below statement at the end of clause: Such rights should vice-versa available to supplier also. | Tender conditions shall prevail. |
| 60 | Commercial | IV | Pg. No. 28 / Cl No. 28 | Force Majeure | Bidders requests for addition of words highlighted as Blue font in clause: In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as but not limited to war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, pandemics , epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Contractor shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. | Tender conditions shall prevail. |
| 61 | Commercial | V | Page 33 Cl. No. 14 | Risk Purchase Clause | Bidder would like to request for inclusion of a suitable sub-clause indicating adequate time (e.g. 30 days or 45 days) to be given to Supplier / Consultant for redressal of any perceived failure (after notice regarding such perceived failure being served by BNPM) before invoking this Risk Purchase clause by BNPM. | Tender conditions shall prevail. |
| 62 | Commercial | V | Page 33 Cl. No. 16 & 17 | Fore-Closure clause / Abandonment / Scope reduction | Bidder would like to submit as follows: The price is usually quoted considering the quantum of revenue / cash inflow anticipated in a given time period. In case a running contract is fore-closed / abandoned / scope reduction done, supplier / consultant will incur substantial losses for demobilization, work in progress, idle time of resources, loss of revenue, etc. It is therefore requested to include provisions in both of these clauses for equitable compensation payable based upon the stage of the project in which such fore-closure / abandonment / scope reduction is instructed by BNPM. | Tender conditions shall prevail. |
| 63 | Commercial | V | Page 34 Cl. No. 19 | Professional Indemnity Bond | It is mentioned that this bond shall be valid up to the service life of the facility. It is requested to revise the validity of this bond till contract expiration only. | Tender conditions shall prevail. |
| 64 | Commercial | V | Page 34 Cl. No. 21 | Terms of Payment | Bidder would like to propose the payment terms . | Tender conditions shall prevail. |
| 65 | Commercial | V | Pg. No. 36 / Cl No. 24.3 | Management of Changes / Variations | Bidder understands that Minor changes involve each change requiring consultant efforts of 25 manhours with cumulatively exceeding not more than 250 Manhours. Any changes effecting beyond 250 Manhours will be considered additional / repeat work, shall be mutually discussed and agreed upon. | Tender conditions shall prevail. |
| 66 | Commercial | V | Pg. no. 37 / Cl. No. 27 | - | New Clause to be added in Special Conditions of Contract: 28. INDEMNITY - Either Party shall indemnify the other Party and its officers, directors, employees or agents against the adverse effects of all claims including claims by third parties which arise out of or in connection with this Agreement including any made after the completion or the termination of this Agreement | Tender conditions shall prevail. |
| 67 | Commercial | V | Pg. no. 37 / Cl. No. 27 | - | New Clause to be added in Special Conditions of Contract: 29. Effective Date & Validity of Contract - This Agreement shall be deemed to have become effective from (date)* . This Agreement shall without prejudice to the provision of Clauses Force Majeure, Termination and Suspension remain in force till the validity of Contract. | Tender conditions shall prevail. |
| 68 | Commercial | V | Pg. no. 37 / Cl. No. 27 | - | New Clause to be added in Special Conditions of Contract: 30. Work Completion Certificate – Upon completion of its' scope of work, TCE shall request BNPM to issue a Work Completion Certificate. BNPM shall issue the same after inspection of TCE work completed as per TCE's scope of work. | Tender conditions shall prevail. |
| 69 | Commercial | V | Pg. no. 37 / Cl. No. 27 | - | New Clause to be added in Special Conditions of Contract: 31. Waiver - No failure or delay by TCE in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision. 32. ENFORCEABILITY - If any provision of the Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Agreement and the remainder of the provision in question shall not be affected. 33. ADVANCE WARNING OF "PROBABLE ADVERSE EVENTS" - Moment any Party anticipates the likelihood of any adverse situation having negative impact on cost & or schedule, such Party should intimate the other Party with revised plan to minimise the adverse effect of such situation and the BNPM & TCE shall attempt to arrive at a mutually acceptable way forward. 34. RELEASE OF RETENTION MONEY - BNPM undertakes to release the retention money within 3 days of completion of the obligations of the Consultant under this contract. Failure on part of the BNPM to release the retention money (whether in the form of PBG or any other instrument) within 3 days after giving the final work completion certificate will be construed as the material breach for which TCE has a right to claim consequential damages. 35. COMMENCEMENT OF CONSTRUCTION - In the event of commencement of construction activities without the proper approval of the TCE / BNPM, TCE shall not be liable for any consequences, losses, injury etc. in any form arising therefrom. | Tender conditions shall prevail. |
| 70 | Commercial | VI | Page 38 Part-I | Scope of Work: ".....and in the event of any satisfactory performance..." | The word "satisfactory" seems to be a typographical error in place of "unsatisfactory". Bidder requests that this be checked and corrected as required. | Typo error is corrected, may be read unsatisfactory in place of satisfactory. |
| 71 | Section-V, Special Conditions of Contract | V | Page 34 of 88 | Proposed Milestone for Payment | Request for consideration of initial payment for both phases linked to earlier milestones- viz. Submission of draft DPR for review of BNPM (@50% of fees for DPR). Other milestones may be re-adjusted as per Tender format. | Tender conditions shall prevail. |
| 72 | Section-VI, List of requirements | VI | Page 45 of 88 | Sludge dryer | Please clarify whether Sludge drying machine (Filter Press/Screw Press) or Sludge drying bed is preferred, as it has direct impact on plant layout. | Refer Corrigendum 2 (Amendment) dated 27.06.2022. |
| 73 | Section-VI, List of requirements | VI | Page 46 of 88 | Domestic Sewage Treatment System | i) Please clarify whether sewage treatment system will be common for Plant buildings and Colony. ii) How many persons to be considered for colony? | i) It depends on site availability for plant and colony. ii) Refer Corrigendum 2 dated 27.06.2022. |
| 74 | Section-IX, Qualification/Eligibility criteria | IX | Page 57 of 88 | "Bidders should have.....advantage". | In view of limited investments made in Indian Pulp & Paper industry during last ten (10) years on a green-field or major expansion basis (of investment over 600 Crores), BNPM is requested to consider relaxation of Eligibility Criteria (May be Two (2) Projects of Rs. 500 Crores- as an alternative). Secondly, it is requested to consider experience in rendering similar services for CWBN Paper Mill- as a major weightage point. This is expected to be relevant for the Tender. | Refer Corrigendum 2 (Amendment) dated 27.06.2022. |



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| 75 | Section-I, Notice Inviting Tender | I | Page 3 of 88 | Closing date & time of receipt of tenders- 14.06.2022 | Request for extending Bid Submission Date till 28th June, 2022. | Refer Corrigendum 2 (Amendment) dated 27.06.2022. |
| 76 | Section III Clause 2 b | III | Page 17 of 88 | Past Projects: Green field projects..... Paper Mill | Past Projects: Green field projects undertaken/ expansion/ modification of existing Paper Mill/ Rolling Mill | Tender conditions shall prevail. |
| 77 | Section III Parameter for evaluation table Point No. 2 | III | Page 18 of 88 | Consultancy fee..... For Paper Mill/ Comprehensive Architectural services | Consultance Fee of INR 5 crores and above (completed or ongoing) for Paper Mill/ Rolling Mill/ Comprehensive Architectural Services/ Continuous Process Industry during last 5 years ending as on 31.03.2022. One consultancy assignent - 3 Marks Two consultancy assignent - 6 Marks Three consultancy assignent - 9 Marks Four or more consultancy assignent - 10 Marks | Tender conditions shall prevail. |
| 78 | Section III Parameter for evaluation table Point No. 3 | III | Page 18 of 88 | Availability of Key Personnel on roll | In case of non-availability of experts for the Project, provision for hiring of Domain expert/ Subject Matter Expert (SME) may please be incorporate in the Tender. The Domain Expert/ Subject Matter Expert (SME) shall remain with the Bidder during the currency of the Project. | Tender conditions shall prevail. |
| 79 | Section IX - Qualification/ Eligibility Criteria - Experience & Past Performance | IX | Page 57 of 88 | Similar Project means..... Paper Mill in India/ Abroad | Similar Project means setting up green field/ expansion/ modernisation of Paper Mill/ Rolling Mill in India/ Abroad. | Tender conditions shall prevail. |
| 80 | General | | General | | Wherever experience in Paper Mill is sought, it is requested to allow similar experience in Rolling Mills. | Tender conditions shall prevail. |
| 81 | General | | Joint Venture | | We assume that Joint venture/Consortium is allowed for participation. Also request to consider the qualification to be fulfilled jointly by all members. Kindly accept. | Tender conditions shall prevail. |
| 82 | General | | | | We are an International Trading Company, established in 1956. We came across your above tender which is of interest to our Chinese Principals. They have the required expertise to provide best Technology Consultancy. We wonder if you will consider Chinese companies. | Tender conditions shall prevail. |

