

NATIONAL COMPETITIVE BIDDING

(ONLINE)

Standard Bidding Document (SBD)

Procurement of Services

BANK NOTE PAPER MILL INDIA PRIVATE LIMITED

Administrative Building,

Gate 1, Paper Mill Compound

Note Mudran Nagar, Mysuru 570003

Phone: 0821-2401 111, Fax: 0821- 2401120

Website: www.bnpmindia.com; Email: scm.tender@bnpmindia.com

Not Transferable

Security Classification: Non-security

E-TENDER DOCUMENT FOR PROVIDING PROJECT MANAGEMENT CONSULTANCY SERVICES FOR SETTING UP OF TWO LINES OF CWBN PAPER WITH TOTAL CAPACITY OF 12000 TPA PAPER MILL AT BALASORE, ODISHA, INDIA

e-Tender No. BNPM/NCB/PMC/44/2022-23 Dated 26.04.2022

This tender document contains 88 pages

The tender document is sold to:

M/s.

Address _____

Details of Contact person in BNPMIPL regarding this tender:

**Address: Assistant General Manager (SCM),
Bank Note Paper Mill India Private Limited,
Administrative Building,
Gate 1, Paper Mill Compound,
Note Mudran Nagar, Mysuru - 570 003.
Telephone No. 0821 – 2401 111.**



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SECTION I – NOTICE INVITING TENDER

NATIONAL COMPETITIVE BIDDING

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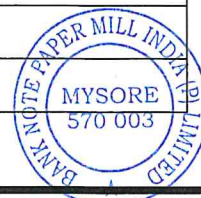
e-Tender No. BNPM/NCB/PMC/44/2022-23 Dated 26.04.2022

E-tenders are invited from eligible and qualified tenderers for supply of following services:

Schedule No	Brief Description of Services	Tentative Quantity (with unit)	*Earnest Money Deposit (in Rs.)	Remarks
1	Providing Project Management Consultancy Services for setting up of two lines of CWWB Paper with total capacity of 12000 TPA Paper Mill at Balasore Odisha, India	1 No	Rs. 50,00,000/- (Rupees Fifty Lakh only)	Refer Section – VI for Scope of work

*Submission of EMD is exempted for Micro and small enterprises (MSEs) as per the Public Procurement Policy for MSEs Order, 2012. MSEs should be registered and also will continue to remain registered during the tender validity period with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or Directorate of Handicrafts and Handlooms or UDYAM or Any other body specified by Ministry of MSME.

Type of Tender (Two Bid / PQB / EOI / RC / Development / Indigenization / Disposal of Scrap / Security item etc.	Two Bid System (Three Envelope) (Part-I Prequalification cum Techno-commercial bid & Part-II Financial /Price Bid)
Date of Sale of tender documents	From 28.04.2022 to 10.06.2022 (Online)
Tender Processing Fee (Non-refundable)	Rs. 5,000/- + taxes as applicable (Online)
Pre-bid Conference	17.05.2022 at 1100 Hrs. at Administrative Building, Paper Mill Compound, Note Mudran Nagar, Mysuru – 570003. Karnataka.
Bid submission mode	Online Through e-tendering portal, www.tenderwizard.com/BNP
Closing date and time for receipt of tenders	14.06.2022 at 1500 Hours (Online)
Opening date and time of Technical Bids	14.06.2022 at 1600 Hours (Online)



SECTION I – NOTICE INVITING TENDER

1. 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 for further details.
2. Aspiring Bidders/Contractors who have not registered for online bidding should register through the website www.tenderwizard.com/BNP. **The registration charges of Rs. 3,000/- plus applicable taxes (per year) are to be paid online only.**
3. For details, registration and e-payment, please visit e-tendering website www.tenderwizard.com/BNP (or) contact KEONICS HELPDESK at 080-40482100.
4. The NIT Form with standard tender documents will be accessible in the e-Tendering website (viz. www.tenderwizard.com/BNP).
5. 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.
6. Bidders/Contractors should upload and attach all the Scanned copies of prequalification/eligibility criteria document, 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.
7. The tenderer shall satisfy BNPMIPL that they are competent and authorized to submit tender and/or to enter into a legally binding contract with the BNPMIPL. To this effect, any person giving a tender shall render documentary evidence that his signature on the tender submitted by him is legally binding upon himself, his firm or company as the case may be.
8. For those tenderers whose technical bids do not satisfy the eligibility criteria, their financial Bids will not be opened.
9. In the event of any of the above mentioned dates being declared as a holiday/ closed day for the purchase organization, the tenders will be sold/received/opened on the next working day at the appointed time.
10. The tender documents are not transferable.
11. BNPMIPL reserve the right to accept any tender in whole or in part or reserve the right of cancellation of the tender without assigning any reason whatsoever. BNPM reserve the right to revise/extend any date/ time from scheduled timeline of published tender. Decision of BNPM, in this connection shall be final & binding on all bidders.

Yours faithfully,

For and on behalf of BNPMIPL

Assistant General Manager



IMPORTANT POINTS AT A GLANCE FOR TENDERERS

1. Tenders are to be uploaded on e-tendering portal www.tenderwizard.com/BNP only in Two part bid system.
- i) **Part-I - Prequalification Bid & Techno-commercial Bid:** Scanned copy of technical offer, supportive documents related to eligibility criteria, Tax related documents etc. along with all sections of this tender (except section – XI which has to be submitted as mentioned in Part II below) signed & stamped in each & every page. (To be submitted through E-portal only).
- ii) **Part II – Price Bid:**
Price shall be furnished through e-portal only.
Price offer submitted in any other format will be liable for rejection.
2. **Delivery Schedule:** The Part 1, preparation of DPR shall be completed within six months from the date of issue of LOI. Part 2 Execution of the project shall be completed as per the time schedule (within 50 months from the date of approval of the project by DEA, GOI).
3. **Delivery Terms:** The services shall be provided at BNPM Corporate Office/Project site at Balasore.
4. **Liquidated Damage:** In case of non-supply of services within specified delivery schedule, a sum equivalent to 1% of the delivered price of the delayed services for each month of delay or part thereof until actual delivery or performance, subject to a maximum deduction of 10% of the delayed services contract price. Refer clause 24.0 of General Conditions of Contract (GCC) and provision in SCC for detailed liquidated damages terms.
5. **Defect Liability Period:** Defect liability period shall be for a period of 12 months.
6. **Security Deposit / Performance Security:** Within twenty-one days after the issue of notification of award by BNPM, the supplier shall furnish performance security to BNPM for an amount equal to Three per cent (3%) of the total value of the contract, valid up to sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations (if any).
7. Performance of the bidder in executing the previous contracts/orders of BNPMIPL shall be taken into account during technical evaluation. The bids of the tenderers who were unsuccessful in completing the previous orders of BNPMIPL without any valid reason are liable to be ignored /rejected.
8. Parties who have been black listed /debarred by BNPMIPL/BRBNMPL/SPMCIL or any PSU or any Government Departments to participate in tender are not eligible for submission of this tender.
9. Bidder may visit BNPMIPL/project site, if required, before submitting the offer after taking due permission to understand the requirements.
10. Copies of Certificates/Documents related to GST Registration, PAN etc. to be provided along with the Bid.
11. No counter conditions shall be accepted.
12. Bidders are advised to write the page number on each page of the Technical Bid documents submitted and sign each page.



SECTION II – GENERAL INSTRUCTIONS TO TENDERERS

Section II: General Instructions to Tenderers (GIT)

PART 1: GENERAL INSTRUCTIONS APPLICABLE TO ALL TYPES OF TENDERS

A. PREAMBLE

1. Introduction

- 1.1. Definitions and abbreviations which have been used in these documents shall have the meanings as indicated in GCC.
- 1.2. For convenience, whole of this Standard Bidding Document (including all sections) is written with reference to Procurement of Goods Tenders. However this SBD would be utilized for all types of Tenders e.g. EOI, PQB, Rate Contract, Tenders involving Samples, Sale/Disposal of Scrap Material and Development/ indigenization etc., Procurement of Services etc. Therefore the construction of all clauses are to be interpreted in the context of particular type of tender beyond the letter of the clause, read with the additional clauses for the specific type of tenders in Part II GIT/GCC. Sections, which are not applicable have been marked as Not Applicable
- 1.3. These tender documents have been issued for the requirements mentioned in Section- VI - "List of Requirements", which also indicates, inter-alia, the required delivery schedule and terms & place (i.e. destination) of delivery.
- 1.4. This section (Section II - General Instruction to Tenderers" - GIT) provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract. With this limited objective, GIT is not intended to be complete by itself and the rest of this document- SIT, GCC and SCC in particular may also be thoroughly studied before filling up the Tender Document. There would be certain topics covered in GIT/SIT as well as in GCC/ SCC from different perspectives. In case of any conflict between these, provisions of GCC/ SCC would prevail.
- 1.5. The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.

2. Language of Tender

The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and BNPM, shall be written in the English language, unless otherwise specified in the Tender. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by English translation. For purposes of interpretation of the tender, the English translation shall prevail.

3. Eligible Tenderers

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

4. Eligible Goods and Services

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

arranged and supplied.

5. Tendering Expense

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

B. TENDER DOCUMENTS

6. Content of Tender Documents

The tender documents include:

VOLUME I

1. Notice Inviting Tender (NIT)
2. General Instructions to Tenderers (GIT)
3. Special Instructions to Tenderers (SIT)
4. General Conditions of Contract (GCC)
5. Special Conditions of Contract (SCC)
6. List of Requirements – Included in Volume II
7. List Of Approved Vendors
8. Quality Control Requirements
9. Qualification/Eligibility Criteria
10. Tender Form
11. Price Schedule
12. Commercial Questionnaire for indigenous & imported items
13. Bank Guarantee Form for EMD
14. Manufacturer's Authorization Form
15. Bank Guarantee Form for Performance Security
16. Contract Form
17. Letter of Authority for attending a Bid Opening
18. Shipping Arrangements for Liner Cargoes
19. Proforma of Bills for Payments
20. Additional conditions of works contract
21. Application for pre-qualification
22. Proforma for Integrity Pact

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

7. Amendments to Tender Documents

At any time prior to the deadline for submission of tenders, BNPM may, for any reason deemed fit by it, modify the tender

SECTION II – GENERAL INSTRUCTIONS TO TENDERES

- 7.2. documents by issuing suitable amendment(s) to it. Such an amendment will be notified in writing by registered/speed post or by fax/ telex/ e-mail, followed by copy of the same by suitable recorded post to all prospective tenderers, which have received the tender documents and will be binding on them.

- 7.3. In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, BNPM may, at its discretion, extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

8. Pre-Bid Meeting

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

9. Clarification of Tender Documents

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

C. PREPARATION OF TENDERS

10. Documents Comprising the Tender

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

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

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

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

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

11. Tender currencies

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

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

services are to be performed I undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and quoted in INR only.

- 11.3. Tenders, where prices are quoted in any other way shall be treated as unresponsive and rejected.

12. Tender Prices

- 12.1. The Tenderer shall indicate on the Price Schedule provided under Volume I all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified accordingly by the tenderer. If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.

- 12.3. The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Volume I.

- 12.4. While filling up the columns of the price schedule, the following aspects should be noted for compliance:

- 12.5. For goods offered from within India, the prices in the corresponding price schedule shall be entered separately in the following manner:

- a) The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off- the-shelf, as applicable including all taxes and duties like sales tax, VAT, custom duty, excise duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc.
- b) Any taxes/duties including excise duty, which will be payable on the goods in India if the contract is awarded.
- c) Charges towards inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and
- d) The price of incidental services, as and if mentioned in List of Requirements.

- 12.6. For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:

- a) The price of goods quoted FAS/FOB port of shipment, CIF port of entry in India or CIF specified place of destination in India as indicated the List of Requirements.
- b) The amount of custom duty and import duty on the goods to be imported, wherever applicable.
- c) The charges for inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination, as specified in the List of Requirements and
- d) The charges for incidental services, as and if mentioned in the List of Requirements.

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

12.8. Excise Duty:

- a) If reimbursement of excise duty intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.
- b) If a Tenderer chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of

SECTION II – GENERAL INSTRUCTIONS TO TENDERERS

supply, the tenderer must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in statutory variations being denied to the tenderer.

- c) Subject to sub clauses 12.8 (a) & (b) above, any change in excise duty upward/ Downward as a result of any statutory variation in excise duty taking place within original Delivery Period shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to BNPM by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.
- 12.9. Sales Tax/ VAT/ CST/ GST/ Service Tax, work Contract Tax
If a tenderer asks for sales tax/ VAT/ CST/ GST/ Service Tax/ Work Contract Tax to be paid extra, the rate and nature of such taxes applicable should be shown separately. Such taxes will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to such taxes and is payable as per the terms of the contract. The tenderer shall examine the nature of transactions and applicability of taxes and duties.
- 12.10. Wherever Value Added Tax is applicable, the following may be noted:
- The tenderer should quote the exact percentage of VAT that they will be charging extra.
 - While quoting the rates, tenderer should pass on (by way of reduction in prices) the set off/input tax credit that would become available to them by switching over to the system of VAT from the existing system of sales tax, duly stating the quantum of such credit per unit of the item quoted for.
 - The tenderer while quoting for tenders should give the following declaration:

"We agree to pass on such additional set off/input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final product on the date of supply under the VAT scheme by way of reduction in price and advise the purchaser accordingly."
 - The supplier while claiming the payment shall furnish the following certificate to the paying authorities: "We hereby declare that additional set offs/input tax credit to the tune of Rs.....has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted.
- 12.11. Octroi and Local Taxes:
Unless otherwise stated in the SIT, the goods supplied against contracts placed by BNPM are not exempted from levy of Town Duty, Octroi Duty, Terminal Tax and other Levies of local bodies. In such cases, the supplier should make the payment to avoid delay in supplies and forward the receipt of the same to the purchasing department for reimbursement and also, for further necessary action. In cases where exemption is available, suppliers should obtain the exemption certificate from the purchasing department to avoid payment of such levies and taxes.
- 12.12. Duties/ Taxes on Raw Materials
BNPM is not liable for any claim from the supplier on account of fresh imposition and/or increase (including statutory increase) of excise duty, custom duty, sales tax etc. on raw materials and/or components used directly in the manufacture of the contracted goods taking place during the pendency of the contract, unless such liability is specifically agreed to in terms of the contract.
- 12.13. Imported Stores not liable to Above-mentioned Taxes and Duties:
Above mentioned Taxes and Duties are not leviable on imported Goods and hence would not be reimbursed.
- 12.14. Customs Duty
In respect of imported stores offered from abroad, the

tenderer shall specify the rate as well as the total amount of customs duty payable. The tenderer shall also indicate the corresponding Indian Customs Tariff Number applicable for the goods in question.

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

13. Indian Agent

If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, in a manner described under GIT sub clause 11.2 above, shall also furnish the following information:

- The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
- The details of the services to be rendered by the agent for the subject requirement.
One manufacturer can authorize only one agent/Dealer. Also one agent cannot represent more than one supplier or quote on their behalf in a particular tender enquiry. Such quote is likely to be rejected. There can be only one bid from
 - The principal manufacturer directly or one Indian agent on his behalf.
 - The foreign principal or any of its branch/division
 - Indian/ Foreign Agent on behalf of only one Principal.

14. Firm Price/Variable Price

- 14.1. Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
- 14.2. In case the tender documents require offers on variable price basis, the price quoted by the tenderers will be subject to adjustment during original Delivery Period to take care of the changes in the cost of labour and material components in accordance with the price variation formula to be specified in the SIT. If a tenderer submits firm price quotation against the requirement of variable price quotation that tender will be prima-facie acceptable and considered further, taking price variation asked for by the tenderer as zero.
- 14.3. However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 12 will apply for both firm price tender and variable price tender.
- 14.4. Subject to provisions of Clause 11 above, where prices are quoted in foreign currencies, involving imports - Foreign Exchange Rate Variation (ERV) would be borne by the Purchaser within the original Delivery Period. The offer of the Tenderer should indicate import content and the currency used for calculating import content.
- 14.5. Base Exchange rate of each major currency used for calculating FE content of the contract should be indicated. The base date of ERV would be contract date and variation on the base date can be given up to the midpoint manufacture, unless firm has already indicated the time schedule within which material will be imported by the firm.
- 14.6. In case delivery period is refixed/ extended, ERV will not be admissible, if this is due to default of the supplier.
- 14.7. Documents for claiming ERV:
- A bill of ERV claim enclosing working sheet
 - Banker's Certificate/debit advice detailing F.E. paid and

SECTION II – GENERAL INSTRUCTIONS TO TENDERES

- exchange rate
- c) Copies of import order placed on supplier
- d) Invoice of supplier for the relevant import order
- 15. Alternative Tenders**
Unless otherwise specified in the Schedule of Requirements, alternative tenders shall not be considered.
- 16. Documents Establishing Tenderer's Eligibility and Qualifications**
- 16.1. Pursuant to GIT clause 10, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 16.2. The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:
- a) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorized by the goods manufacturer to quote for and supply the goods to BNPM. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Volume I in this document.
- b) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further it meets the qualification criteria incorporated in the Volume I in these documents.
- c) In case the tenderer is not doing business in India, it is/will be duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/ or technical specifications.
- d) In case the tenderer is an Indian agent quoting on behalf of a foreign manufacturer, the Indian agent is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance, Govt. of India operated through Directorate General of Supplies & Disposals (DGS&D), New Delhi.
- 17. Documents establishing good's Conformity to Tender document**
- 17.1. The tenderer shall provide in its tender the required as well as the relevant documents like technical data. Literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by BNPM in the tender documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by BNPM in the tender documents to establish technical responsiveness of the goods and services offered in its tender.
- 17.2. In case there is any variation and/ or deviation between the goods & services prescribed by BNPM and that offered by the tenderer, the tenderer shall list out the same in "Schedule of deviations from Technical specifications" in Volume I of the tender without ambiguity along with justification.
- 17.3. If a tenderer furnishes wrong and/ or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to BNPM in this regard.
- 18. Earnest Money Deposit (EMD)**
- 18.1. Pursuant to GIT clause 10.1(d) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements/NIT Clause I. The earnest money is required to protect BNPM against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 23.23.2 below.
- 18.2. The earnest money shall be denominated in Indian Rupees.
- 18.3. The earnest money shall be furnished in one of the following forms:
- a) Account Payee Demand Draft or
- b) Banker's cheque or
- c) Bank Guarantee, (only if EMD amount is above Rs. 1 Lakh)
- 18.4. The demand draft or banker's cheque shall be drawn on any scheduled commercial bank in India, in favour of Bank Note paper Mill India Private Limited payable at Bangalore. In case of bank guarantee, the same is to be provided from/confirmed by any scheduled commercial bank in India as per the format specified in Volume I in these documents.
- 18.5. The earnest money shall be valid for a period of forty five days beyond the validity period of the tender.
- 18.6. Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 18.7. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The successful tenderer's earnest money will be forfeited if it fails to furnish the required performance security within the specified period.
- 19. Tender Validity**
- 19.1. If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 90 days (Ninety days) in case of single bid tender system and 120 days in case of two-bid system after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 19.2. In exceptional cases, the tenderers may be requested by BNPM to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/email/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly.
- 19.3. In case the day up to which the tenders are to remain valid falls on/subsequently declared a holiday or closed day for BNPM, the tender validity shall automatically be extended up to the next working day.
- 19.4. Compliance with the Clauses of this Tender Document: Tenderer must comply with all the clauses of this Tender Document. In case there are any deviations, these should be listed in a chart form without any ambiguity along with justification.
- 20. Signing and Sealing of Tender**
- 20.1. An authenticated copy of the document which authorizes the signatory to commit on behalf of the firm shall accompany the offer. The individual signing the tender or any other documents connected therewith should clearly indicate his full name and designation and also specify whether he is signing,
- a) As Sole Proprietor of the concern or as attorney of the Sole Proprietor;
- b) As Partner (s) of the firm;
- c) As Director, Manager or Secretary in case the of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.
- 20.2. The authorized signatory of the tenderer must sign the tender at appropriate places and initial the remaining pages of the tender.
- 20.3. The tenderers shall submit their tenders as per the instructions contained in GIT Clause 10.
- 20.4. Unless otherwise mentioned in the SIT, a tenderer shall submit two copies of its tender marking them as "Original and Duplicate".
- 20.5. The original and other copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.

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- 20.6. All the copies of the tender shall be duly signed at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.
- 20.7. The tenderer is to seal the original and each copy of the tender in separate envelopes, duly marking the same as "Original", "Duplicate" and so on and writing the address of BNPM and the tender reference number on the envelopes. The sentence 'NOT TO BE OPENED before (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, BNPM will not assume any responsibility for its misplacement, premature opening, late opening etc.
- 20.8. For purchasing capital equipment, high value plant, machinery etc. of complex and technical nature, tender document will seek quotation in two parts (Two Bid System)- first part containing the relevant technical details of the equipment/machinery etc., and in the second part, price quotation along with other allied issues. First part will be known as 'Technical Bid', and the second part 'Financial bid'. Tenderer shall seal separately 'Technical Bid' and 'Financial bid' and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and evaluation would be done as described in clause 25.24.4 below. Further details would be given in SIT, if considered necessary.
- 20.9. If permitted in the SIT, the tenderer may submit its tender through a-tendering procedure.

D. Submission of Tenders

21. Submission of Tenders

- 21.1. Unless otherwise specified, the tenderers are to deposit the tenders in the tender box kept for this purpose at a place as indicated in para 1 of NIT. In case of bulky tender, which cannot be put into tender box, the same shall be submitted by the tenderer by hand to the designated officers of BNPM, as indicated in clause 1 of NIT. The officer receiving the tender will give the tenderer an official receipt duly signed with date and time.
- 21.2. The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. In the event of the specified date for submission of tender falls on/is subsequently declared a holiday or closed day for BNPM, the tenders will be received up to the appointed time on the next working day.

22. Late Tender

A tender, which is received after the specified date and time for receipt of tenders will be treated as "late" tender and will be ignored.

23. Alteration and Withdrawal of Tender

- 23.1. The tenderer, after submitting its tender, is permitted to alter/modify its tender so long as such alterations/modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations/modifications to tenders received after the prescribed deadline will not be considered.
- 23.2. No tender should be withdrawn after the dead line for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender besides other sanctions by BNPM.

E. TENDER OPENING

24. Opening of Tenders

- 24.1. The tenders will be opened at the specified date and time and at the specified place as indicated in clause 1 of NIT. In case the specified date of tender opening falls on/is subsequently declared a holiday or closed day for BNPM, the tenders will be opened at the appointed time and place on the next working day.
- 24.2. Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening, provided they bring with them letters of authority as per the format in Volume I of the corresponding tenderers. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.
- 24.3. During the tender opening, the tender opening official(s) will read the salient features of the tenders like description of the goods offered, price, special discount if any, delivery period, whether earnest money furnished or not and any other special features of the tenders, as deemed fit by the tender opening official(s).
- 24.4. In-case of two bid system mentioned in clause 20.8 above, the technical bids are to be opened in the first instance, at the prescribed time and date. These bids shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the tender document. Thereafter, in the second stage, the financial bids of only the technically acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation. Other financial bids would be returned unopened to the respective bidders under Registered AD/ Reliable Courier or any other mode with proof of delivery.

F. SCRUTINY AND EVALUATION OF TENDERS

25. Basic Principle

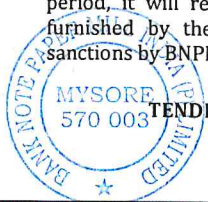
Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the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

26. Preliminary Scrutiny of Tenders

- 26.1. The tenders will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender document. The tenders, that do not meet the requirements, are liable to be treated as unresponsive and ignored.
- 26.2. The following are some of the important aspects, for which a tender may be declared unresponsive and ignored;
- Tender is unsigned.
 - Tenderer is not eligible.
 - Tender validity is shorter than the required period.
 - Required EMD has not been provided.
 - Tenderer has quoted for goods manufactured by a different firm without the required authority letter from that manufacturer.
 - Tenderer has not agreed to give the required performance security.
 - Goods offered are not meeting the required specification etc.
 - Tenderer has not agreed to essential condition(s) specially incorporated in the tender enquiry.
 - Against a schedule in the List of Requirement (incorporated in the tender Enquiry), the Tenderer has not quoted for the entire requirement as specified in that schedule. (Example: In a schedule, it has been stipulated that the Tenderer will supply the equipment, install and commission it and also train BNPM's operators for operating the equipment. The Tenderer has however, quoted only for supply of the equipment).

27. Minor Infirmary/Irregularity/ Non-Conformity

If during the preliminary examination, BNPM find any minor infirmity and/ or irregularity and/ or non-conformity in a



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tender, BNPM may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, BNPM will convey its observation on such 'minor' issues to the tenderer by registered/ speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

28. Discrepancy in Prices

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

29. Discrepancy between original and copies of Tender

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

30. Clarification of Bids

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

31. Qualification/ Eligibility Criteria

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

32. Conversion of tender currencies to Indian Rupees

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

33. Schedule-wise Evaluation

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

determine the tender or combination of tenders offering the lowest evaluated cost for BNPM in deciding the successful tenderer for each schedule, subject to that tenderer(s) being responsive.

34. Comparison on CIF Destination Basis

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

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

- 35.1. Further to GIT Clause 33 above, BNPM's evaluation of a tender will include and take into account the following:
- In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
 - In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.
- 35.2. BNPM's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.
- 35.3. As per policies of the Government from time to time, the purchaser reserves its option to give price preference to Small Scale Industries in comparison to the large scale Industries. This price preference cannot however be taken for granted and every endeavour need to be made by such firms to bring down cost and achieve competitiveness.
- 35.4. If the tenders have been invited on variable price basis, the tenders will be evaluated, compared and ranked on the basis of the position as prevailing on the day of tender opening and not on the basis of any future date.

36. Tenderer's capability to perform the contract

- 36.1. BNPM, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.
- 36.2. The above mentioned determination will, inter-alia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of BNPM as incorporated in the tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by BNPM.

37. Cartel Formation (Pool Rates)

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

38. Negotiations

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

39. Contacting BNPM

- 39.1. From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact BNPM for any reason relating to this tender enquiry and/or its tender it should do so only in writing.

It will be treated as a serious misdemeanour in

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case a tenderer attempts to influence BNPM's decision on scrutiny, comparison, evaluation and award of the contracts. In such a case the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by BNPM, in terms of clause 44 of GIT.

G. Award Of Contract

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

41. Award Criteria

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

42. Variation of Quantities at the Time of Award

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

43. Parallel Contracts

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

44. Serious Misdemeanours

44.1 Following would be considered serious misdemeanours:

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

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

45. Notification of Award

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

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

46. Issue of Contract

46.1 Within seven working days of receipt of performance security, BNPM will send the contract form (as per Section XVI) duly completed and signed, in duplicate, to the

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

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

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

48. Return of EMD

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

49. Publication of Tender Result

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

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

50. Rate Contract Tenders- NOT APPLICABLE

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

- a) Earnest Money Deposit (EMD) is not applicable.
- b) In the Schedule of Requirement, no commitment of quantity is mentioned: only the anticipated requirement is mentioned without any commitment.
- c) BNPM reserves the right to conclude more than one rate contract for the same item.
- d) Unless otherwise specified in SIT, the currency of a Rate Contract would normally be for one year.
- e) During the currency of the Rate Contract, BNPM may withdraw the rate contract by serving suitable notice. The prescribed notice period is generally thirty days.
- f) During the currency of the Rate Contract, BNPM would have the option to renegotiate the price with the rate contract holders.
- g) During the currency of the Rate Contract, in case of emergency, BNPM may purchase the same item through ad hoc contract with a new supplier.
- h) Usually, the terms of delivery in rate contracts are FOR dispatching station.
- i) Supply orders, incorporating definite quantity of goods to be supplied along with all other required conditions following the rate contract terms, will be issued by nominated Direct Demanding Officers (DDO) for obtaining supplies through the rate contract.
- j) BNPM is entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will be affected beyond the validity period of the rate contract, all such supply will be guided by the terms & conditions of the rate contract.
- k) The rate contract will be guided by "Fall Clause" as described below.

50.2 Fall Clause

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

50.3 Performance Security

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

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- 50.4 **Renewal of Rate Contracts**
In case, it is not possible to conclude new rate contracts before the expiry of existing ones, due to some special reasons, the existing rate contracts would be extended with same terms, conditions etc. for a suitable period, with the consent of the rate contract holders. Rate contracts of the firms, who do not agree to such extension, will be left out. Period of such extension would generally not be more than three months.
51. **Prequalification Bidding**
51.1 Prequalification bidding is for short-listing of qualified Bidders who fulfil the Prequalification criteria as laid down in SIT or in Volume I of SBD - "Qualification Criteria" for procurement of Goods or Services as listed in Section VI of SBD - "List of Requirements". Shortlisted Bidders would be informed of their qualification and short listing in accordance with the stipulations laid down in the SIT. Unless otherwise stipulated in the SIT the PQB short listing would be valid only till the next procurement tender. Further conditions will be elaborated in the SIT.
- 51.2 If stipulated in the SIT, only these shortlisted qualified bidders would be invited to participate in the Procurement process. Otherwise SIT may also indicate that instead of floating a separate PQB tender, it may be combined with the Procurement Tender, as a three bid tender. Initially the first Packet containing PQB would be opened and evaluation would be done. Thereafter the rest of tender would be handled as a two bid system for only those bidders who succeed in PQB.
52. **Tenders involving Samples- NOT APPLICABLE**
- 52.1 Normally no sample would be called along with the offer for evaluation.
- 52.2 **Purchaser's Samples:**
If indicated in the SIT, A Purchaser's sample may be displayed to indicate required characteristics over and above the Specifications for perusal of the bidders Name and Designation of the Custodian, Place, Dates and Time of inspection of Purchaser's sample will be indicated in the SIT. The supplies in the contract will have to meet the indicated required characteristics for which the Purchaser's sample was displayed, besides meeting the specification listed in "Technical Specifications" of the Tender. He would be issued a sealed Purchaser's sample for the purpose at the time of award of the contract.
- 52.3 **Pre-Production Samples:**
If stipulated in SIT, successful contractor would be required to submit a Pre-Production sample(s) to the Inspecting Officer/ or the nominated authority mentioned in the contract within the time specified therein. If the Contractor is unable to do so, he must apply immediately to the Office issuing the acceptance of tender for extension of time stating the reasons for the delay. If the Purchaser is satisfied that a reasonable ground for an extension of time exists, he may allow such additional time as he considers to be justified (and his decision shall be final) with or without alteration in the delivery period stipulated in the contract and on such conditions as he deems fit. In the event of the failure of the Contractor to deliver the pre-production sample by the date specified in the acceptance of tender or any other date to which the time may be extended as aforesaid by the Purchaser or of the rejection of the sample, the Purchaser shall be entitled to cancel the contract and, if so desired, purchase or authorize the purchase of the stores at the risk and cost of the Contractor (unless specified otherwise in the SIT). In such an event, in case of Security Items where urgency develops due to such delays, BNPM reserves its right to procure not more than one year's requirement against this "Risk & Cost" tender from existing pre-qualified and security cleared firms. Bulk production and supply will only be allowed if this sample(s) pass the Tests laid down in the "Quality Control Requirements" of Volume I.
- 52.4 **Testing of Samples**
Tests, procedures and testing laboratories for testing samples would be detailed in the Section VIII- "Quality Control Requirements" in the SBD.
- 52.5 **Validation/ Prolonged Trials**
If specified in SIT or in the Section VIII- "Quality Control Requirements" in the SBD, pre-production samples may have to undergo validation or extended trial before their performance can be declared satisfactory.
- 52.6 Parameters Settings and duration of Validation Tests would be indicated in Volume I - "Quality Control Requirements". It would also stipulate the period or event marking end of validation trials. It would also be indicated therein whether the Permission to start bulk production will have to wait full validation or it can go on in parallel.
53. **Expression of Interest (EOI) Tenders: NOT APPLICABLE**
53.1 EOI tenders are floated for short listing firms who are willing and qualified for: -
a) Registration of Vendors for Supply of particular Stores or certain categories of Stores.
b) Development of new items or indigenization of Imported stores
- 53.2 The qualification /eligibility criteria required and the format of submission of such Data would be indicated in the "Qualification Criteria" of Volume I.
- 53.3 Objectives and scope of requirement would be indicated in the Section VI - "List of Requirements" in the SBD. Indicative quantity required yearly and its future requirements would also be indicated.
- 53.4 In case of EOI for Development of new Items or for indigenization, prospective firms would be given opportunity to inspect the Machine/ Item at the place of installation at the place, dates and time mentioned in SIT.
- 53.5 In case EOI is for registration of vendors, Registration Fees and validity period of registration would be detailed in the SIT.
- 53.6 **Short List of Suppliers:** The suppliers shall be evaluated for short listing, inter-alia, based on their past experience of supplying goods in similar context, financial strength, technical capabilities etc. Each supplier will be assigned scores based on weightages assigned to each of the criteria mentioned in the "Qualification Criteria" in Volume I.
- 53.7 If stipulated in the SIT, the Firm's capacity and Capability may be assessed by a nominated Committee or by a third party nominated by BNPM.
- 53.8 All suppliers who secure the minimum required marks (normally 50% unless otherwise specified in the "Qualification Criteria" in Volume I) would be short listed. "Qualification Criteria" may alternatively specify minimum qualifying requirement for each of the criteria i.e. minimum years of experience, minimum number of assignments executed, minimum turnover etc. Under such circumstances, all suppliers who meet the minimum requirement, as specified, will be short listed.
- 53.9 In case of EOI for registration of vendors, registration letters would be issued to the shortlisted tenderers.
- 53.10 In case of EOI for development/ indigenization, these shortlisted tenderers would only be allowed to participate in the subsequent development/ indigenization tenders.
54. **Tenders for Disposal of Scrap: NOT APPLICABLE**
- 54.1 **Introduction:**
The tender is for Sale of Scrap material lying at various locations. Details of scrap for sale including Description, Present Condition, Lot Size and its Location would be given in the Section VI - "List of Requirements".
- 54.2 "As Is; Where Is; Whatever Is" Basis of This Sale:
54.2.1 This sale of Scrap is strictly on "As Is; Where Is; Whatever Is" basis. Tenderer must satisfy himself on all matters with regard to quality, quantity; nature of stores etc., before tendering as no complaint or representation of any kind shall be entertained after the sale contract is concluded.
- 54.2.2 The description of lot in the particulars of sale has been given for the purpose of identification thereof only and the use of such description shall not constitute the sale thereof to be sale by description and no sale shall be invalid by reason of any defect or deviation or variation in any lot or on account

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- of any lot not being exactly described and the purchaser shall not be entitled to claim any damage or compensation whatsoever on account of such fault, error in description, weight or the like.
- 54.2.3 All quantities of scrap whether by weight or measurement mentioned in the Tender notice are only approximate and should the quantity, on actual weight or measurement basis as the case may be and whenever delivered on such basis, works out less than the advertised and /or projected quantity, the BNPM shall not under any circumstances be liable to make good any such deficiency
- 54.2.4 BNPM reserves right to increase or decrease the quantity of any item or items or terminate the contract at any stage by giving one week's notice. No claim whatsoever shall lie against the BNPM on account of such termination of the contract or variation in the quantity.
- 54.2.5 BNPM shall have the right to remove certain items which it feels were not intended for sale but were inadvertently made a part of the scrap material or of the lot offered for sale lying at the premises or were joined or attached to the material offered for sale.
- 54.2.6 Tenderers desirous of purchasing and participating in the tender must visit the site before submitting the offer, after taking due permission from the concerned Stock Holders. The Tenderers submitting the offers shall be deemed to have visited the site and acquainted themselves thoroughly with materials intended for sale in all respect.
- 54.2.7 Any person giving offer shall be deemed to have made himself fully conversant with the Terms and Conditions of the Tender Sale, as well as the location and condition of the materials being sold and shall be deemed to have agreed to all the stated terms and conditions herein under.
- 54.3 **Submission of Offer:**
- 54.3.1 Unless specified otherwise in the SIT, tenders shall hold good for acceptance for a minimum period of 90 days (ninety days) from the date of opening of the tenders. The offers of the tenderers shall be irrevocable.
- 54.3.2 BNPM reserves right to reject any offer without assigning any reason therefore.
- 54.3.3 Unless otherwise stated in the SIT, the amount of EMD in such tenders would be 5% of the value of the tender. The Earnest Money shall be forfeited if the tenderer unilaterally withdraws, amends, impairs or derogates from his offer in any respect within the period of validity of his offer.
- 54.3.4 If the offer of the tenderer is not accepted by the BNPM, the Earnest Money deposit made by the tenderer shall be refunded to him. No interest shall be payable on such refunds. The EMD deposited by the successful tenderer shall remain with the BNPM till payment of the security deposit (SO) money, as stipulated in relevant Clause, has been made. It may be adjusted as part of the total SO money at the discretion of the BNPM.
- 54.3.5 Commercial tax/terminal tax, Octroi, municipal tax or any other taxes/duties etc. whatever in force shall be payable extra by the purchaser as per rules applicable to BNPM. Current and valid PAN and sales/commercial tax registration number wherever applicable must be provided in the Bid of the Tenderer.
- 54.3.6 All arrangement for lifting and transportation of scrap material, including manpower, crane, transport vehicle and trolley etc., if required shall be made by the purchaser concerned only and the BNPM shall not provide or help in providing any such arrangements and the rate quoted by the purchaser must include such and all incidental charges.
- 54.3.7 Registered dealers who are exempted from payment of Sales Tax must submit copies of their Registration certificate of concerned authority and shall be required to submit necessary form duly completed in all respect to BNPM or its
- 55.8 If specified in SIT, Advance and Intermediate Payment to Suppliers may be allowed.
- 55.9 Quantity for Development Commitment
- In Next three years, after the newly developed firm is able to successfully complete Development orders with +/-5% tolerance, 20% of annual quantity requirement may be reserved for Newly Developed firms.
- 54.3.8 representatives before obtaining delivery order, duly signed by the partner of the firm or the person authorized to do so. Evaluation of tenders for Disposal of scrap will be done on similar basis as Tenders for Procurement of Goods, except that the selection of the bidders shall be on the basis of the highest responsive Bidder (H1). In case full quantity is not offered to be taken by the Highest Bidder, parallel contracts would be placed.
- 54.4 **Notification of Acceptance and Award of Contract:**
- 54.4.1 The successful tenderer, herein after referred to as purchasers, shall have to submit security deposit (SO) @ 10% of the total sale value of the contract within 5 working days of issue of the sale contract (excluding the date of issue of sale contract). The SO shall be deposited in the form of bank draft/pay order, drawn on any nationalized or recognized bank in favour of same officer as mentioned in clause 3 of NIT in connection with EMD.
- 54.4.2 The purchaser has to pay balance payment within 20 days from the date of notification of acceptance, which is to be issued by BNPM or his authorized representative, in form of Bank draft drawn on any nationalized or recognized bank in favour of same authority as mentioned above. In case of any, default to deposit balance payment, BNPM reserves right to terminate the contract and forfeit the security deposit.
- 54.5 **Disposal Tenders for Security and Sensitive Machinery and Items:**
- 54.5.1 **Non-Misuse Declaration:** The bidder is required to give an undertaking that he or his employees or legal heirs will ensure that such items purchased from BNPM, will be utilized only for scrap recovery and will not be misused for any other purpose. He will also ensure that this undertaking is honoured and it got underwritten from further down the line scrap processors/ purchasers, if any. In case his firm changes hands, it will be his responsibility to ensure that the new owners honour and underwrite this undertaking.
- 54.5.2 If stipulated in SIT delivery would be given only in dis-mantled/ cut-up condition.
55. **Development and indigenization Tenders: NOT APPLICABLE**
- 55.1 Already developed firms or firms who have already received development orders for the item (with whatever results) would not be considered in such tenders.
- 55.2 If specified in SIT the tender documents may be issued free of cost, and submission of earnest money deposit and security deposit may be relaxed.
- 55.3 If specified in SIT, The Tenderers may quote separately for
- a) Price/rate for bulk supply of item in development/indigenization supplies and
- b) Separately, cost of development including cost of production samples. Firms would be paid only for the number of samples specified in the Tender. If he has to manufacture more samples due to failure of earlier one, he would not be paid for it.
- 55.4 L1 would be determined on the basis of rate of item quoted including reference to total cost of the development cost (including the cost of prototype) plus the notional total cost of quantities that will be required over next three years, wherever applicable.
- 55.5 Development contracts may, as far as feasible, be concluded with two or more contractors in parallel.
- 55.6 The ratio of splitting of the supply order between various development agencies/firms in cases of parallel development, including criteria thereof, would be specified in the SIT.
- 55.7 However, in case the requirement is meagre and complex technology is involved, or quantity of the equipment spares is limited/small/uneconomic if distributed between two vendors, the entire order could be placed upon the L1 vendor only.
- 55.10 **Period of Development Commitment**
- A newly developed firm would be granted this facility till only three years after completing the initial Development order. However this facility is not a bar to the firm from competing with already established firms for quantities larger than 20% provided their prices and performance so warrant. Thereafter they would have to compete on equal terms with other already developed firms.

SECTION III – SPECIAL INSTRUCTIONS TO TENDERES

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

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

Sl. No.	GIT Clause no	Topic	SIT Provision
1	1,2,3,4,5,6, 7	PREAMBLE-Introduction, Language of Tender, Eligible Tenderers, Eligible Goods and Services (Origin of Goods), Tendering Expense, Tender Documents, Amendments to Tender Documents	No Change
2	8	Pre-bid Conference	As given in NIT
3	9	Time Limit for receiving request for clarification of Tender Documents	Should not be later than 7 days prior to prescribed date of submission of tender.
4	10,11,12, 13,14,15	Documents Comprising the Tender, Tender Currencies, Tender Prices, Indian Agent, PVC Clause & Formula, Alternative tenders	No change except the taxes will be applicable as per GST rules (Clause 12.7 to Clause 12.13)
5	16	Documents Establishing Tenderer's Eligibility and Qualifications	No Change
6	17	Documents establishing Good's Conformity to Tender document	No Change
7	18	Earnest Money Deposit (EMD) Note: Bidders claiming exemption of EMD should submit the DIC (or) NSIC (or) KVIC (or) KVIB (or) any other body specified by ministry of MSME registration certificate without fail along with their techno-commercial offer. EMD exemption for DGS&D (or) NSIC registered firm.	Refer Annexure VI – List of Requirements for details.
8	19	Tender Validity (120 days in case of two-bid system after the date of tender opening prescribed in the tender document)	Tender Validity – 180 days after the date of tender opening prescribed in the tender document)
9	20	Signing and Sealing of Tender Note: The following SIT provision is made with respect the following clause 20.4. Number of Copies of Tenders to be submitted : NIL 20.9: E procurement: Permitted.	Only – E procurement
10	21,22,23	Submission of Tenders, Late Tender, Alteration and Withdrawal of Tender	No Change



SECTION III – SPECIAL INSTRUCTIONS TO TENDERES

11	24	Opening of tenders Note: Please read the guidelines for filling up two part bid tender as mentioned in NIT above which is described in detail w.r.to clause 24.4	No Change
12	25	Basic Principle	No Change
13	26,27,28, 29,30,31, 32,33,34	Preliminary Scrutiny of Tenders, Minor Infirmary / Irregularity / Non-Conformity, Discrepancy in Prices, Discrepancy between original and copies of Tender, Clarification of Bids, Qualification / Eligibility Criteria, Conversion of tender currencies to Indian Rupees, Schedule-wise Evaluation, Comparison on CIF Destination Basis.	Clause 33: (Refer below Sl. No. 16) No change for other clauses.
14	35 to 49	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders, Tenderer's capability to perform the contract, Tenderer's capability to perform the contract, Cartel Formation / Pool Rates, Negotiations, Contacting BNPMIPL, Award of contract, Award Criteria, Variation of Quantities at the Time of Award, Parallel Contracts, Serious Misdemeanors, Notification of Award, Issue of Contract, Non-receipt of Performance Security and Contract by BNPMIPL, Return of EMD, Publication of Tender Result.	No Change
15	50 to 55	Rate Contract Tenders, PQB Tenders, Tenders involving Purchaser's and Pre-Production Samples, EOI Tenders, Tenders for Disposal of Scrap, Development / Indigenization Tenders	Not Applicable to this tender

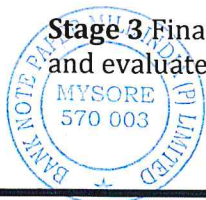
16. EVALUATION PROCESS

Evaluation of the bidders shall be done in the following stages:

Stage 1: After opening of technical bids, the bidders shall be scrutinised with respect to submission of EMD and shall be evaluated as per the qualification/eligibility criteria as given in the Section IX of the tender based on the documents submitted by the bidders.

Stage 2: Only bidders shortlisted as per the defined stage 1 qualification /eligibility criteria shall be evaluated for detailed techno-commercial parameters as stated in the tender. Bidders scoring 70 marks and above in total and Minimum of 50% allotted maximum marks for each at Sl No. 1, 3 and 4 under stage 2 evaluation criteria shall be shortlisted for price bid opening. No counter condition shall be included in the price bids. Conditional price bid shall be summarily rejected.

Stage 3: Financial bids Evaluation: Financial bids of bidders shortlisted in stage 2 shall be opened and evaluated to decide the successful bidder.



SECTION III – SPECIAL INSTRUCTIONS TO TENDERES

17. General Information:

1. The envelope – I containing general information about the tenderer and various forms included documentary evidence shall be opened on the date and time specified in the tender and verified for availability of all documents, forms, and Earnest Money Deposit (EMD) for Rs. 50,00,000/- (Rupees Fifty Lakhs only) by way of NEFT/RTGS/DD/Banker's Cheque/Bank Guarantee (as per format) issued by a scheduled commercial bank in India and drawn in favour of Bank Note Paper Mill India Private Limited, Mysore (The tenderer shall intimate/forward the transaction details of electronic payment, if any by email and the details shall be furnished in the e-bid). Tenders without EMD shall not be considered.

2. Technical Details

The Technical bid will be opened in on the date/time specified in the tender document.

The tenderer, in addition to the above submission of documents, will be called upon to make presentation at the BNPM, Registered and Corporate Office, Administrative Building, Paper Mill Compound, Note Mudran Nagar, Mysore, before members of the Committee constituted by BNPM with a view to provide an opportunity to the tenderer to present their ideas/approach towards the proposed consultancy work in detail. The date and time and venue for the presentation shall be notified to the tenderer upon receipt of tender document and conclusion of preliminary scrutiny. The presentation may, inter-alia, cover the following aspects.

- a) Company profile in brief.
- b) Past projects: Green field projects under taken/ expansion/modification of existing paper mill.
- c) Presentation on the technical bid.

The technical bid and presentation would be evaluated on the criteria stipulated below.

- a) Concept and design explicitly defining the configuration for design requirement.
- b) The granularity of data to meet different functional requirement.
- c) Feasibility of the design for up gradation in terms of scalability and flexibility.
- d) Methodology to handle production process, storage and maintenance requirement.
- e) Road map for timely completion of the project including mitigation measures.

The members of the committee constituted shall evaluate Technical bids and the presentation and rate each bidder. A maximum of 100 marks shall be assigned to the technical bids including presentation.

The General information and technical bids would be evaluated on the basis of following.

Sl No	Parameters for evaluation	Max Marks Allotted	Remarks
1	The tenderer's past experience -submission of necessary documents in support of consultancy projects completed (work order and/ or completion certificate and/or client certificate)	20	
	Completion of one green field project consisting of all packages as given in per eligibility criteria – Max. 20 Marks		
	Pro-rata marks for each trade demonstrated in each project (Maximum three projects) For one package per project – 0.5 Mark – Max 1.5 Marks. Combination of two packages per project – 1 Mark – Max 3 Marks. Combination of 3packages per project – 1.5 Marks – Max 4.5 Marks.		



SECTION III - SPECIAL INSTRUCTIONS TO TENDERES

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SECTION III – SPECIAL INSTRUCTIONS TO TENDERES

Minimum qualifying marks:

- Tenderer who scores a minimum of 70 marks in the above evaluation will be considered for opening of financial bid, failing which the tenderer shall be rejected at this stage.
- Minimum 50% of allotted maximum marks for each at Sl. No. 1, 3 and 4 to be scored.

3. Financial/Price Bids

The financial bids (E-bids) will be opened on the prescribed date and time as intimated to the bidders through e-tendering portal.

Only fixed price financial bids including total consultation charges and site management/supervision charges for all deliverables and services as specified in the scope of work in this bid document shall be considered. No other enclosure is permitted in the financial bid.

The contract is for rendering comprehensive Project Management Consultancy charges to BNPM for the purpose/s indicated in the scope of work. Accordingly the tenderer will quote consultation charges.

4. Evaluation of tender

The tender shall be awarded on L-1 Basis of Total Effective Price (net of input tax credit) as given in the Price Bid.

18. GST

- Bidder has to quote GST rate as per the HSN/SAC code provided in Section XI: Price Schedule. In case of any mismatch in HSN/SAC code with respect to offered product, same shall be decided in consultation with winning bidder.
- All tenderers should be registered under GST. They should be eligible to pass on input credit. Bid will be evaluated all-inclusive though input credit will be deducted to arrive at the effective cost.

A. Indigenous/Domestic Bidder

- If the tenderer/bidder does not include the details of GST separately in the tender/quotation, the same shall be rejected
- The HSN/SAC code of the product/services shall be determined at the tendering stage itself and mentioned in the price bid format to quote the GST rate according to the specified HSN/SAC code.
- The evaluation of tender for three categories of GST registration is provided below:

Particulars	Registered	Compounding	Unregistered*
Basic Price	xxx	xxx	xxx
Add: GST	X	-	X
Add: Cess on GST	xx	-	Xx
Less Input Credit	X	-	X
Total price	xxx +X+xx -X	xxx	xxx +X+xx -X

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

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

- Registered/compounding Contractor/supplier should produce GST Invoice containing all the particulars stated in Rule 46 of the CGST Rules, 2017 in accordance with the provisions of Section 31 of the CGST ACT.
- The supplier should mandatorily update the invoice details in GSTR-1, details of outward



SECTION III – SPECIAL INSTRUCTIONS TO TENDERES

supplies of goods or services within the prescribed time under GST Act

- c. The Payment shall be made net of TDS as per the provisions of CGST/SGST/IGST Act.
- d. Wherever there is difference in the amount admitted, the supplier may be directed to issue a Credit Note (in case of reduction in the Invoice value)/Debit Note (in case of increase in the Invoice value), and payment shall be released only after the receipt of such Debit or Credit Note
- e. Supplier should provide the relevant documents to confirm the tax charged on the invoice has been paid to the credit of Government after adjusting with ITC, if any.
- f. Supplier should provide indemnification as follows: "In the event of non-compliances with respect to GST ACT and Rules by the supplier, the supplier should refund the GST liability within 10 days from the date of GST reversal in GSTRN failing which the purchaser shall recover the GST amount from the retention amount (whether in BG or in Cash) held by the company".

19. Corrigendum/ Addendum, if any, including clarifications provided during pre-bid meeting shall be hosted on Company's website (www.bnpmindia.com) and (www.tenderwizard.com) only.

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

21. The successful bidder, once awarded the contract for consultancy services will not be eligible to provide other services related to the project.

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



SECTION IV – GENERAL CONDITIONS OF CONTRACT

PART 1: GENERAL CONDITIONS OF CONTRACT APPLICABLE TO ALL TYPES OF TENDERS

1. Definitions; Interpretation and Abbreviations: In the contract, unless the context otherwise requires:

1.1. Definitions and Interpretation:

- i.) "Contract" means the letter or memorandum communicating to the Contractor the acceptance of this tender and includes Intimation of Award" of this tender; "Contract" includes Bid Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Schedule of Requirements, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the Contractor and a formal agreement, if executed.
- ii.) "Contractor" or "Supplier" means the individual or the firm supplying the goods and services. The term includes his employees, agents, successors, authorized dealers, stockists and distributors. Other homologous terms are: Vendor, Firm, Manufacturer, OEM etc.;
- iii.) "Drawing" means the drawing or drawings specified in or annexed to the Specifications:
- iv.) "Government" means the Central Government or a State Government as the case may be;
- v.) The "Inspecting Officer" means the person, or organisation specified in the contract for the purpose of inspection of stores of work under the contract and includes his/their authorised representative.
- vi.) "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser:
- vii.) The "Purchaser" means Bank Note Paper Mill India Private Limited (BNPM)- the organization purchasing goods and services as incorporated in the documents
- viii.) "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof;
- ix.) "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer:
- x.) The delivery of the stores shall be deemed to have happened on delivery of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer, if so provided in the contract -
- a) The consignee at his premises or
- b) Where so provided, the interim consignee at his premises or
- c) A carrier or other person named in the contract for the purpose of transmission to the consignee or
- d) The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.
- xi.) "Writing" or "Written" includes matter either in whole or in part in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal, as the case may be.
- xii.) Words in the singular include the plural and vice-versa.
- xiii.) Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall

include any company or association or body of individuals, whether incorporated or not.

xiv.) The heading of these conditions shall not affect the interpretation or construction thereof.

xv.) Terms and expressions not defined herein shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.

xvi.) PARTIES: The parties to the contract are the "Contractor" and the "Purchaser", as defined above;

xvii.) "Tender" means quotation/bid received from a firm/supplier.

xviii.) "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant etc. which the supplier is required to supply to BNPM under the contract. Other homologous terms are: Stores, Materials etc.

xix.) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.

xx.) "Earnest Money Deposit" (EMD) means monetary guarantee to be furnished by a Tenderer along with its tender

xxi.) "Performance Security" means monetary guarantee to be furnished by the successful Tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit or Performance Bank Guarantee.

xxii.) "Consignee" means the person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.

xxiii.) "Specification" or "Technical Specification" means the drawing/ document/ standard that prescribes the requirement to which product or service has to conform.

xxiv.) "Inspection" means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.

xxv.) "Day" means calendar day.

1.2. Abbreviations:

Acronyms Abbreviations

"AAEC" means "Appreciable Adverse Effect on Competition" as per Competition Act

"BG" Bank Guarantee

"BL or B/L" Bill of Lading

"CD" Custom Duty

"CIF" Cost, Insurance and Freight Included

"MD" Managing Director

"CPSU" Central Public Sector Undertaking

"CST" Central Sales Tax

"DDO" means Direct Demanding Officer



SECTION IV – GENERAL CONDITIONS OF CONTRACT

"DGS&D" in Rate Contracts means Directorate General of Supplies and Disposals

"DP"	Delivery Period
"ECS"	Electronic clearing system
"ED"	Excise Duty
"EMD"	Earnest money deposit
"EOI"	Expression of Interest (Tendering System)
"ERV"	Exchange rate variations
"FAS"	Free alongside shipment
"FOB"	Freight on Board
"FOR"	Free on Rail
"GCC"	General Conditions of Contract
"GIT"	General Instructions to Tenderers
"GST"	Goods and Services Tax which will replace Sales Tax
"H1, H2 etc" means First Highest, Second Highest Offers etc. in Disposal Tenders means	
"Incoterms" International Commercial Terms, 2010 (of ICC)	
"L1, L2 etc" First or second Lowest Offer etc.	
"LC"	Letter of Credit
"LD or L/D" Liquidated Damages	
"LSI"	Large Scale Industry
"NIT"	Notice Inviting Tenders.
"NSIC"	National small industries corporation
"PQB"	Pre-qualification bidding
"PSU"	Public Sector Undertaking
"PVC"	Price variation clause
"RC"	Rate contract
"RR or RIR" Railway Receipt	
"SBD" or "T Document" (Standard) BID / Tender Document	
"SCC"	Special Conditions of Contract
"SIT"	Special Instructions to Tenderers
"BNPM" / Purchaser Bank Note Paper Mill India Private Limited	
"SSI"	Small Scale Industry
"ST"	Sales Tax
"VAT"	Value Added Tax

2. Application

2.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract (SCC) prescribed under Section V of this document.

2.2 The General Conditions of the contract shall not be changed from one tender to other.

2.3 Other Laws and Conditions that will govern the Contract.

Besides GCC and SCC following conditions and Laws will also be applicable and would be considered as part of the contract:

- a) Indian Contracts Act, 1872
- b) Sale of Goods Act, 1930
- c) Arbitration and Conciliation Act, 1996
- d) Competition Act, 2002 as amended (Amendment Act), 2007
- e) Contractor's Tender Submissions including Revised Offer during Negotiations if any
- f) Conditions in other parts of the Tender Documents
- g) Correspondence including counter-offers if any; between the Contactor and BNPM during the Tender Finalization
- h) Notification of award and Contract Documents
- i) Subsequent Amendments to the Contract
- j) Any other applicable law/ regulation

3. Use of contract documents and information

3.1 The supplier shall not, without BNPM's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of BNPM in connection herewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this tender document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

3.2 During the process of procurement of Security or Sensitive Machinery and Items, Tender Documents and the specifications/ drawings of such items would be issued only to Vendors having security clearance within the validity of such clearance and he shall maintain absolute secrecy and strictly control the number of copies and access to the documents and copies thereof, in addition to safeguards mentioned in sub-para above.

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

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

4. Patent Rights

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

5. Country of Origin

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

SECTION IV – GENERAL CONDITIONS OF CONTRACT

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

6. Performance Bond/ Security

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

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

a) Account Payee Demand Draft drawn on any commercial bank in India, in favour Bank Note Paper Mill India Private Limited.

b) Bank Guarantee issued by a commercial bank in India, in the prescribed form as provided in Volume I of this document.

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

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

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

7. Technical Specifications and Standards

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

8. Packing and Marking

8.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

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

8.3 Packing instructions:

Unless otherwise mentioned in the Technical Specification and Quality Control Requirements and in SCC under Volume I, the

supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

- a) Contract number and date
- b) Brief description of goods including quantity
- c) Packing list reference number
- d) Country of origin of goods
- e) Consignee's name and full address and
- f) Supplier's name and address

9. Inspection and Quality Control

9.1 BNPM and/or its nominated representative(s) will, without any extra cost to BNPM, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. BNPM shall inform the supplier in advance, in writing, BNPM's programme for such inspection and also the identity of the officials to be deputed for this purpose.

9.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to BNPM's inspector at no charge to BNPM.

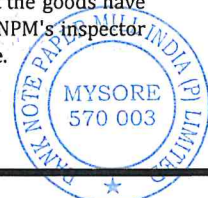
9.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, BNPM's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to BNPM and resubmit the same to BNPM's inspector for conducting the inspections and tests again.

9.4 In-case of re-inspection because of rejection of goods at first scheduled inspection due to non-conformity of goods to specifications or for any other reason attributable to the supplier, costs of the inspector(s), from second inspection onwards, towards travel & boarding shall be to vendor's account.

9.5 In case the contract stipulates pre-despatch inspection of the ordered goods at suppliers premises, the supplier shall put up the goods for such inspection to BNPM's inspector well ahead of the contractual delivery period, so that BNPM's inspector is able to complete the inspection within the contractual delivery period.

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

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



SECTION IV – GENERAL CONDITIONS OF CONTRACT

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

10. Terms of Delivery

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

11. Transportation of Goods

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

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

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

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

12. Insurance

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

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

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

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

13. Spare parts

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

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

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

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

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

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

14. Incidental services

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

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

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

c) Installation and commissioning of the goods

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

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

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

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

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

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

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

a) Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value

b) Packing list

c) Insurance certificate

d) Railway receipt/Consignment note

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- e) Manufacturer's guarantee certificate and in-house inspection certificate
- f) Inspection certificate issued by BNPM's inspector, if applicable
- g) Expected date of arrival of goods at destination and
- h) Any other document(s), as and if specifically mentioned in the contract.

15.3 For Imported Goods, within 3 days of dispatch, the supplier shall notify BNPM, consignee and others concerned if mentioned in the contract, the complete details of dispatch and also supply the following documents to them by Courier (or as instructed in the Contract), besides advance intimation by Fax/email:

- a) Clean on Board Airway Bill/Bill of Lading (B/L)
- b) Original Invoice
- c) Packing List
- d) Certificate of Origin from Seller's Chamber of Commerce
- e) Certificate of Quality and current manufacture from OEM
- f) Dangerous Cargo Certificate, if any.
- g) Insurance Policy of 110% if CIF contract.
- h) Performance Bond / Warranty Certificate

16. Warranty

16.1 The supplier warrants that the goods supplied under the contract is new, unused and incorporates all recent improvements in design and materials unless prescribed otherwise by BNPM in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per BNPM's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

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

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

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

16.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/ replaced goods shall be extended

to a further period of twelve months from the date such rectified/ replaced goods starts functioning to the satisfaction of BNPM.

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

17. Assignment

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

18. Sub Contracts

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

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

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

19. Modification of contract

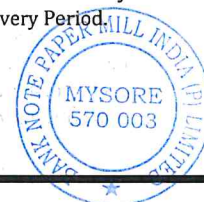
19.1 Once a contract has been concluded, the terms and conditions thereof shall generally not vary. However if necessary, BNPM may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope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

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

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

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

20. Prices



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20.1 Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender or during negotiations, if any, and incorporated in the contract except for any price adjustment authorized in the SCC.

21. Taxes and Duties

21.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to BNPM.

21.2 Further instruction, if any, shall be as provided in the SCC.

22. **Terms and Mode of Payment:** Unless specified otherwise in SCC, the terms of payments would be as follows:

22.1 Unless otherwise specified in SCC, usual payment term is 100% on receipt and acceptance of goods by the Purchaser and on production of all required documents by the supplier.

22.2 For Domestic Goods: Unless otherwise specified in the SCC, payments to suppliers are usually made by account payee cheque or through ECS only.

22.2.1 Where the terms of delivery is FOR dispatching Station, the payment terms depending on the value and nature of the goods, mode of transportation etc. maybe - 60% to 90% (as specified in SIT) on proof of dispatch and other related documents and balance on receipt at site and acceptance by the consignee.

22.2.2 Where the terms of delivery is CIF destination/delivery at site/FOR destination, usual payment term is 100% on receipt and acceptance of goods by the consignee and on production of all required documents by the supplier.

22.2.3 Where goods to be supplied also need installation and commissioning by the supplier, the payment terms are generally as under:

a) For a contract with terms of delivery as F.O.R. dispatching station

i) 60% on proof of despatch along with the other specified documents.

ii) 30% on receipt of the goods at site by the consignee and balance

iii) 10% on successful installation and commissioning and acceptance by the Purchaser.

b) For a contract with terms of delivery as CIF destination/ Delivery at site/FOR destination

i) 90% on receipt and acceptance of goods by the consignee at destination and on production of all required documents by the supplier

ii) 10% on successful installation and commissioning and acceptance by the consignee.

22.3 For Imported Good: Unless otherwise specified in SCC, payments are made through an irrevocable Letter of Credit (LC).

a) Cases where Installation, Erection and Commissioning (if applicable) are not the responsibility of the Supplier- 100 % net FOB/FAS price is to be paid against invoice, shipping documents, inspection certificate (where applicable), manufacturers' test certificate, etc.

b) Cases where Installation, Erection and Commissioning are the responsibility of the Supplier-80%- 90% net FOB/FAS price (as specified in the SCC) will be paid against invoice, inspection certificate (where applicable), shipping documents etc.

and balance within 21-30 days of successful installation and commissioning at the consignee's premises and acceptance by the consignee.

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

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

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

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

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

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

a) Original Invoice

b) Packing List

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

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

e) Manufacturer's test certificate

f) Performance/ Warrantee Bond

g) Certificate of Insurance

h) Bill of landing/ Airway bill/ Rail receipt or any other dispatch document, issued by a government agency (like postal department) or an agency duly authorized by the concerned ministry/department

i) Consignee's Certificate confirming receipt and acceptance of goods

j) Dangerous Cargo Certificate, if any, in case of Imported Goods.

k) Any other document specified.

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

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

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months from the date of the preceding part payment for the goods in question, subject to the following conditions:

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

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

23. Delay in the supplier's performance

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

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

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

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

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

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

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

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

24. Liquidated damages

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

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

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

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

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

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

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

26. Termination for default

26.1 BNPM, without prejudice to any other contractual rights and remedies available to it (BNPM), may by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails

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to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by BNPM pursuant to GCC sub-clauses 23.3 and 23.4.

26.2 In the event of BNPM terminates the contract in whole or in part, pursuant to GCC sub-clause 26.1 above, BNPM may procure goods and/ or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the supplier and the supplier shall be liable to BNPM for the extra expenditure, if any, incurred by BNPM for arranging such procurement.

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

27. Termination for insolvency

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

28. Force Majeure

28.1 In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Contractor shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Unless otherwise directed by BNPM in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

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

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

29. Termination for convenience

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

29.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by BNPM following the contract

terms, conditions and prices. For the remaining goods and services. BNPM may decide:

a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or

b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

30. Governing language

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

31. Notices

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

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

32. Code of Ethics

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

a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

b) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

c) "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non-competitive levels; and

d) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property, procurement process or affect the execution of a contract.

e) A particular violation of ethics may span more than one of above mentioned unethical practices.

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

a) A proposal for award will be rejected if it is determined that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

b) A contract will be cancelled if it is determined at any time that BNPM representatives/officials have directly or indirectly, engaged in corrupt, fraudulent collusive or coercive practices during the procurement or the execution of that contract.

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c) In case any individual staff is found responsible, suitable disciplinary proceedings should be initiated against such staff under the applicable conduct rules. The existing provisions under the Indian law including the instructions of Central Vigilance Commission should be followed in this regard.

d) Firms or individuals shall be banned/ blacklisted after following due process, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a BNPM contract, if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a BNPM contract.

33. Resolution of disputes

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

33.2 Arbitration Clause: - Any dispute or difference whatsoever arising between the Parties out of or relating to the construction, meaning, scope operation or effect of this Agreement or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and under the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the Parties. The Arbitral Tribunal shall consist of three Arbitrators. The venue of the Arbitration shall be Bangalore and it shall be conducted in English language.

34. Applicable Law

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

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

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

35. Secrecy

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

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

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

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

36. Disposal / Sale of Scrap by Tender

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

Integrity Pact

36.2 Payment and Default

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

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

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

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

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

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

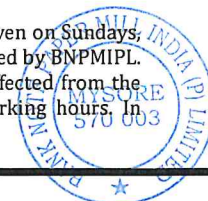
36.3 Deliveries, Delays and Breach of Contract

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

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

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

36.3.4 No delivery of or materials sold shall be given on Sundays, Gazetted holidays and other shall holidays observed by BNPMIPL. The delivery of the goods or material shall be effected from the premises concerned only during its normal working hours. In



SECTION IV – GENERAL CONDITIONS OF CONTRACT

order to complete the delivery within the working hours all loading must cease half an hour before the normal closing time of the concerned premises. The decision of the BNPMIPL with regard to the working hour shall be final and binding on the purchaser. Purchaser will not be allowed to lift the Scrap Material from more than one location at a time.

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

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

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

36.3.8 If due to any default on the part of the BNPMIPL, the purchaser is unable to remove the materials sold within the specified period, the BNPMIPL may extend the period therefore and in such an event purchaser will be entitled to take delivery of the goods or the materials sold within such extended Delivery period.

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

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

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

36.3.12 If the purchaser makes default in complying with any of the condition of the contract, the sale of lot or lots in respect of which such default is made may be cancelled and such lot or lots may be put up again for sale and in such an event if a lower price is offered and accepted for such lot or lots then the purchaser shall be liable to pay the difference

in price thereof together with all expenses occasioned by such resale in default to the BNPMIPL provided further that the purchaser in default shall not be entitled to claim any profit which may arise from such resale.

37. Integrity Pact

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

SECTION V – SPECIAL CONDITIONS OF CONTRACT

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

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

Sl. No.	GCC Clause No.	Topic	SCC Provision
1	1 to 5	Definitions; Interpretation and Abbreviations, Application, Use of contract documents and information, Patent Rights, Country of Origin	No Change
2	6	Performance Security	Within twenty-one days after the issue of notification of award by BNPM, the supplier shall furnish performance security to BNPM for an amount equal to Three per cent (3%) of the total value of the contract, valid up to sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations (if any).
3	7 to 15	Technical Specifications and Standards, Packing and Marking, Inspection and Quality Control, Terms of Delivery, Transportation of Goods, Insurance, Spare parts, Incidental Services, Distribution of Dispatch Documents for Clearance/ Receipt of Goods	No Change.
4	16	Defect Liability Period/ Warranty	Defect Liability Period shall be for a period of 12 months from date of completion of work or taking over of civil contracts/Equipment's/ FAT of main plant and machinery contracts/ utility package contracts/ electrical contracts etc. whichever is later. PMC shall be responsible for satisfactory rectification of defects.
5	17 & 18	Assignment, Sub Contracts	No Change
6	19	Modification of contract	No Change
7	20 & 21	Prices, Taxes and Duties	GST as applicable shall be quoted. Also, refer point 13.
8	22	Terms and Mode of Payment	Payment shall be made as per the milestone as given in clause 21 below.



SECTION V – SPECIAL CONDITIONS OF CONTRACT

9	23 to 32	<p>Delay in the supplier's performance, Liquidated damages, Custody and Return of BNPM's Materials/ Equipment/ Documents loaned to Contractor, Termination for default, Termination for insolvency, Force Majeure, Termination for convenience, Governing language, Notices, Code of Ethics</p>	<p>No Change</p> <p>Clause 24.1: Subject to GCC clause 28, if the supplier fails to perform the services within the time frame(s) incorporated in the contract, BNPM shall, without prejudice to other rights and remedies available to BNPM under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 1% (One) percent of the delivered price of the delayed services for each month of delay or part thereof until actual performance, subject to a maximum deduction of the 10% of the delayed services' contract price(s). During the above mentioned delayed period of performance, the conditions incorporated under GCC sub-clause 23.4 above shall also apply.</p> <p>Addition – Clause 24.5:</p> <p>Penalty for deficiency in Services: In addition to the Liquidated damages not amounting to penalty, warning, may be issued to the Consultant for minor deficiencies on its part. In case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of BNPM, other penal action including debarring for a specified period may also be initiated as per policy. If major deficiency of significant nature in the services is observed, an additional levy of compensation up to maximum 5% of the Consultancy fee shall be made on the Consultants. In This</p>
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SECTION V – SPECIAL CONDITIONS OF CONTRACT

			regards, the decision of BNPM shall be final. Addition – Clause 24.6: The maximum amount of Liquidated damage on any account (delay in performance and deficiency in service together) shall not exceed 10% of the Total Consultancy fee.
10	33	Resolution of disputes	Arbitration proceedings will be held at Mysuru and venue of arbitration will be Mysuru.
11	34-35	Applicable Law, Secrecy	No Change
12	36-37	Integrity Pact, Disposal / Sale of Scrap by Tender	Applicable to this tender and to be given on Rs 200 stamp paper duly signed by authorised representative.

SPECIFIC TERMS AND CONDITIONS OF CONTRACT:

13. Intellectual Property Rights: All rights pertaining to any intellectual's property generated/created/invented in due course of the project, shall rest with BNPM.

14. Risk Purchase Clause: If the contractor fails to abide by the terms and conditions of this agreement, or fails to supply the service as per the delivery schedule or any time repudiates the contract, the purchaser will have the right to

a) Appropriate the Security Deposit (by invoking the Performance bank guarantee) deposited by the supplier as per clause 6.0 of GCC and procure the tender item/render service from other agencies at the risk and cost of the supplier.

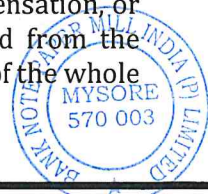
b) The cost difference between the alternative arrangement and existing contract value wherein default has been made will be recovered from the supplier along with the other incidental charges.

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

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

16. Fore-Closure Clause: If at any time during the continuation of this contract, it is decided to stop the execution of the project by RBI/GOI due to any reason whatsoever, and 21 days' notice of such eventualities is given by BNPM to the contractor, the contractor without any right to enforce the contract, will agree to the fore-close the performance of balance portion of this contract and in that event no claim for damages or loss will be lodged against BNPM.

17. If any time after start of work, BNPM decides to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the works to be carried out, BNPM shall give notice in writing to this effect and they will have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which might have derived from the execution of works in full but which he did not derive in consequence of the foreclosure of the whole



SECTION V – SPECIAL CONDITIONS OF CONTRACT

or part of the work.

18. Non-Disclosure Agreement: The Tenderer shall abide by the Non-Closure agreement and accordingly shall submit a Non-Disclosure Agreement as per the prescribed format in Annexure-D.

19. Professional Indemnity Bond:

The Consultant shall, at the time of signing the contract, submit a signed Professional Indemnity Bond covering the design of all buildings of the paper mill including residential buildings for a value equal to the 100% of Consultancy Charges. This Bond shall be valid up to the service life of the facility. A Format of the bond is provided as Annexure- F.

20. The bidder shall give an undertaking that all drawings, design, specifications, BOQ, estimates and other documents will be prepared and furnished to suit the particular local conditions of the site in the most economical manner. They shall work out economic design and adopt specifications to endure that the estimates approved by BNPM at initial stage are adhered to during execution.

21. TERMS OF PAYMENT:

1. Subject to statutory deduction as per prevailing rates, the payment for the work of rendering engineering and consultancy services as per the scope of work mentioned in this tender shall be made as given hereunder:

- 90% of contract value against progress based milestones as given below.
- Final 10% on commissioning of the plant but not later than 3 Months from the date of trial production.

PROPOSED MILE STONE FOR PAYMENT

Instalment No.	Important Mile Stones	% of Consultancy Fees		Remarks
		%	Cumulative	
PART-1- Preparation of DPR and submission of documents for approval of PIB, GOI				
1.	Preparation & Submission of DPR	60	60	
2.	On approval by Board	30	90	
3.	On final submission to PIB	10	100	
PART-2- Execution of the Project				
1.	Completion of pre-qualification of vendors for supply of Plant machinery and Building construction	2	2	
2.	Submission of Basic Engineering Package for process	3	5	
3.	Issue of Tender for supply of Plant and Machinery	2	7	
4.	Issue of Tender for construction of Paper Mill Buildings	2	9	
5.	Evaluation and award of Paper mill buildings construction works	1	10	
6.	Evaluation and award of contract for supply of Plant and Machinery	2	12	
7.	Issue of tender for other Utility Packages	10	22	
8.	Evaluation and award of works for all Utility Packages	10	32	
9.	Review & approval of vendor drawings for utility packages	2	34	

SECTION V – SPECIAL CONDITIONS OF CONTRACT

10.	Commissioning of utility packages	4	38	
11.	Supervision of construction works (Monthly basis after start of construction - pro rata basis on contractor's billing value)	18	56	
12.	Delivery and Installation of Utility packages	10	66	
13.	Main-machinery – Pre-erection related work	2	68	
14.	Main-machinery – Post-erection related work	2	70	
15.	Post-commissioning work (submission of As-built drawings)	2	72	
16.	Completion of installation of 1st line Plant and machinery	5	77	
17.	Commissioning, Trial production and Performance test of 1st line	4	81	
18.	Completion of installation of 2nd line plant and machinery	5	86	
19.	Commissioning, Trial production and Performance test of 2nd line	4	90	
20.	Issue of Final Acceptance of the Project	10	100	
Total		100		

Note: Individual milestones a minimum of 0.1% (Not less than 0.1%) may be further subdivided in consultation with successful bidder.

22. Proof Checking:

BNPM shall have the right to get the designs and project report proof checked by a proof consultant to be selected by BNPM as may be decided in this regard. Further, BNPM shall also have the right to randomly proof check the various stages of execution either directly or through its representatives. All the details shall be made available to BNPM/its representatives/ proof consultant on time. In case the design/any component of the project report/any deficiency or deviation found during the random check, need to be modified or corrected, the same shall be carried out by the consultant at his own cost without demur.

23. Deployment of Key Personnel and other qualified and Experience staff:

- a. The Consultant shall deploy key personnel and other qualified and experienced staff as part of project team. Such Key Personnel shall have experience of at least 10 years in relevant domain/field.
- b. The Consultant shall on a best effort basis not make any changes to the Key Personnel and not require or request the Key Personnel to cease or reduce his or her involvement in the provision of the services during the term to maintain continuity, unless that the person resigns, is terminated for cause, dies, is long term disabled, is on permitted mandatory leave under Applicable Law or retires, or without BNPM's prior written consent.
- c. In case any Key personnel resigns, then the consultant has to inform BNPM within one week of such resignation. The consultant shall promptly provide a replacement to ensure that the role of the key personnel is not vacant at any point of time during the contract period, subject reasonable extension requested by the consultant and approval by BNPM.
- d. The consultant has to provide replacement resources of equal or better qualification and experience. If BNPM objects to the appointment, the consultant, shall not assign the individual



SECTION V – SPECIAL CONDITIONS OF CONTRACT

- to that position and shall seek an alternative candidate in accordance with the provision.
- e. The consultant has to ensure sufficient overlap period in such replacement and knowledge transition. BNPM will not be responsible for any knowledge transition loss due to the replacement resources and any impact / escalation of cost because of replacement- this cost has to be incurred by the consultant only.
 - f. The consultant has to ensure suitable replacement for personnel deployed for critical tasks during their leave. BNPM reserve the right to claim the compensation for any damage accruing due to the project completion/execution/progress from the absence of the Key Personnel.

24. Management of Changes/variations:

- 24.1. Given the complexity involved in the project, and the fact that some of the requirements may evolve during the implementation stage, BNPM recognise that changes/variations (additions, deletion, modification, and deferrals) may be required after preparation of DPR and during its implementation stage. BNPM also recognise that these changes may require modifications in the project report and consequently in infrastructure, machinery, software, tools, systems and processes etc.
- 24.2. The consultant is required to work in consultation with BNPM that all changes are discussed, managed, and implemented in a constructive manner.
- 24.3. The consultant, will not only be responsible for providing comprehensive consultancy services for setting up of the paper mill, but also be responsible for its operationalization, stabilization, and onsite support. This includes responsibility to implement upgrades, enhancements, extensions, and other changes to the project design, underlying infrastructure, system and processes. Implementation schedule/plan, software tools, etc. in order to set up the paper mill. It is important that above changes are executed in a standardised and controlled manner in order to mitigate the risk of interruptions and to maintain a repository of knowledge about the current and the changed configurations as well as status of the above processes and systems at all times. Minor changes will not be considered under variation. Further, charges for variations shall be paid/adjusted (deducted) based on the breakup of mile stones in the accepted/approved project report on mutual agreement. However, BNPM's decision in this regard will be final.

25. Purpose an Objective

The purpose of the change management is to control, manage changes in the solution proposed in the project report and related implementation strategies/ Plan of setting up the paper mill until commissioning and its stabilisation. The change management has the following objectives.

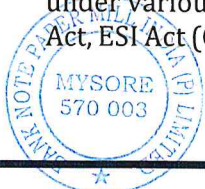
- a) To protect the project design, implementation plan, systems & processes and the final outcome from uncontrolled changes.
- b) To minimize unintended effects during the implementation of necessary changes.
- c) To avoid implementation of any changes which are not reviewed, approved or analyzed.
- d) To control the impact of any change and minimize the effect on effective as well as efficient service delivery.

25.1 The tenderer will implement a change control system that will facilitate and maintain all records pertaining to Change Management Control.

25.2 The change management will be done in mutual consultation with the successful tenderer.

26. Compliance to Statutory Provisions:

The contractor shall comply at its own cost with all prevailing statutory provisions as laid down under various Labour Laws like - Minimum Wages Act, VDA, Provident Fund & Misc. Provisions Act, ESI Act (Contractor should have valid PF, ESI Registration), Bonus Act, Gratuity Act, Contract



SECTION V – SPECIAL CONDITIONS OF CONTRACT

Labour (Regulation & Abolition) Act, 1970 & Rules 1971, The Workmen's Compensation Act 1923, Employee's Compensation Act, Factories Act, Industrial Dispute Act, Payment of wages Act, State Labour Welfare Fund Act and all other applicable statute as applicable & amended from time to time. Contractor has to maintain proper documentation & records as mentioned in Contract labour (Regulation & Abolition) Act, 1970 & Rules 1971. In case of violation of such statutory provisions under the labour law by the agency, there shall not be any liability on BNPMIPL and the contract will be liable for termination.

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

The Contractor has to meet and ensure all statutory liabilities such as PF, ESI, WC, Retrenchment benefit, Leave Encashment etc. towards his workers. In addition to above, the contractor has to pay the amount, if any, required to be paid to these labourers as and when ordered by Labour Authorities/ Court pertaining to the tenure of this contract.

27. Insurance required under law or regulation or by purchaser:

The Contractor shall satisfy to BNPMIPL from time to time that they/their sub-contractors have taken all insurance policies, as required by law/Act (Central/State), and has paid the necessary premium for keeping the policies alive till the expiry of the defects liability period.

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



SECTION VI – LIST OF REQUIREMENTS

Schedule No	Brief Description of Services	Tentative Quantity (with unit)	*Earnest Money Deposit (in Rs.)	Remarks
1.	Providing Project Management Consultancy Services for setting up of two lines of CWBN Paper with total capacity of 12000 TPA Paper Mill at Balasore, Odisha, India.	1 No	Rs. 50,00,000/- (Rupees Fifty Lakh only)	Scope of work shall be as provided below

* Submission of EMD is exempted for Micro and small enterprises (MSEs) as per the Public Procurement Policy for MSEs Order, 2012. MSEs should be registered and also will continue to remain registered during the tender validity period with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or Directorate of Handicrafts and Handlooms or UDYAM or Any other body specified by Ministry of MSME.

SCOPE OF WORK

PART 1: PREPARATION OF DETAILED PROJECT REPORT

Preparation of Detailed Project Report (DPR) and requisite documents for Approval by Public Investment Board (PIB), Government of India, for BNPM's 2nd unit at Balasore, Odisha.

The scope of work shall include but is not limited to the following. Since the entire scope of work will be finalized only after initial survey, assessment, etc., the successful bidder shall include further matters that may be considered essential or incidental for the due preparation of the Detailed Project Report (DPR). For this purpose, the successful bidder shall consider further inputs that may evolve during preparation of DPR. The BNPM's opinion as to whether a particular item is essential for the preparation of DPR will be final and binding on the successful bidder and in the event of any satisfactory performance on the part of the successful bidder or his failure to carry out the work according to the true meaning and intent of this tender as interpreted by BNPM, this will be treated as breach on the part of the bidder and action initiated for breach.

The general structure of the DPR shall include the following,

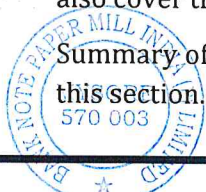
1. **Context/Background-** This section should provide a brief description of the sector/subsector as well as the national strategy and policy frame work. This section should also provide a general description of the project being proposed for appraisal.

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.

2. **Problem to be addressed:** This section should elaborate the problem to be addressed through the project/scheme at the local/regional/national level. Evidence regarding the nature and magnitude of the problems should be presented, supported by base line data/survey/reports. Etc.

This section shall also cover present requirement of Indian banknote paper, overview and Forecast for next 10 years, developments in the area of banknote substrate, etc. This section shall also cover the recommended capacity, size, location and product mix.

Summary of site evaluation carried out by the Company shall also be appropriately included in this section.



SECTION VI – LIST OF REQUIREMENTS

3. **Aims and Objectives:** This section should indicate the development objectives proposed to be achieved, ranked in order of importance. The output/deliverables expected for each development objective should be spelt out.
4. **Strategy:** This section should present an analysis of alternative strategies available to achieve the development objectives. Reason for selecting the proposed strategy should be brought out. Basis for prioritization of locations should be indicated (wherever relevant). Opportunities for leveraging Government funds through public private partnership or saving through outsourcing must be explored. This section should also provide a description of ongoing initiatives, and the manner in which duplication can be avoided and synergy created with the proposed scheme/project.
5. **Target Beneficiaries:** There should be a clear identification of target beneficiaries. Stakeholder analysis should be undertaken, including consultation with stakeholders at the time of scheme/project formulation. Options regarding cost sharing and beneficiary participation should be explored and incorporated in the project. Impact of the project on weaker sections of society, positive or negative, should be assessed and remedial steps suggested in case of any adverse impact.
6. **Legal framework:** This section should present the legal framework, if relevant, within which the scheme/project will be implemented, as well as the strength and weaknesses of the legal framework in so far as it impacts on achievement of stated objectives.

This section shall also cover all legal, statutory and regulatory requirements in accordance with Indian legal system and the local laws of the state of operation for setting up of the proposed project.

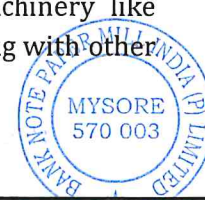
7. **Environmental Impact:** Environmental impact Assessment should be undertaken, wherever required, and measures identified to mitigate the adverse impact, if any. Issues related to land acquisition, diversion of forest land, wild life clearance, rehabilitation and resettlement should be addressed in this section.

This section shall also cover control measures to be adopted for meeting the national and state level environmental and statutory requirements for setting up of proposed paper mill.

8. **Technology:** This section should elaborate on the technology choices, if any; evaluation of technology options, as well as the basis for choice of technology for the proposed project.

The section shall also cover:

- i) Proposed process for making Banknote Paper from Cotton comber and linter in cylinder mould machine, details of Pulping (cleaning, cooking & bleaching, braking, washing, etc.), Stock preparation (Pre-refining, Refining, Removal of Impurities, blending, etc.), Approach Flow (Pulp distributor head, chemical / additives / security material dosing, etc.), Wet machine (Cylinder mould with former system, Security thread feeding, Vacuum system, Mould and felt cleaning system, etc.), Wet press, Sizing, Dryer, Calendar, Reelers, Fiber recovery system, Raw water treatment, Process water re-circulation process, Chemical recovery system, Process effluent treatment system, on-line process control / instrumentation, Flow diagrams of above processes, etc.
- ii) List of machinery required for setting up of banknote paper mill. It may include names of reliable manufacturers/suppliers, including their addresses, of main machinery like cylinder mould machines used in banknote paper mill across the world along with other machines/equipment/systems required to set up the paper mill.



SECTION VI – LIST OF REQUIREMENTS

- iii) Raw material survey, sources and cost, material flow charts and process flow charts starting from receipt of raw materials till finishing & storage of paper in Sheet and Ream forms (sheets of 500 Nos). The flow chart shall consist details of rejections at various stages, possible re-cycling of raw material and process water.
 - iv) Requirement of chemicals and consumables for making banknote paper. Along with supply sources from India and abroad with the list of probable suppliers.
 - v) Details of machines required for fully automatic finishing system consisting of operations such as finish cutting, inspection of sheets by various types of sensors, rejection of bad sheets, stacking of good sheets in ream of 500, counting, Packing in polythene sheets, stacking on pallets, accounting software, etc. This section shall also cover storage requirement with the area and system. It shall also include the handling and recycling of rejected paper.
 - vi) Details of material used for Mould cover, Mould cover preparation for incorporation of Portrait Watermark, electrotpe, and other watermarks of Indian banknote and provision for security thread insertion in the Mould cover. This section shall also cover wire workshop machineries required for preparing Mould cover and fitment of the same in the cylinder Mould of paper machine.
 - vii) This section shall cover details of mechanism required for incorporation of Security Thread, Mechanism of feedback in case of discontinuity in thread feeding, Addresses of Security thread manufacturers across the world, Possibility of indigenous development of sources, etc. and list of equipment could be procured from domestic market.
 - viii) Details of recommended line options and the speed of machine for a deckle of 2.7 meter and 90 -100 GSM paper to get a minimum of 25 MT finished output per day per line.
 - ix) Details of electric power requirement, power source and distribution system, emergency power, standby arrangements for running the mill in case of power failure, shop electrics process of control concept like Motor Control Centre (MCC), Power Distribution Boards (PDBs), Earthing and Lightning protection, cabling, Illumination, Telecommunication facilities etc.
 - x) The requirement of, raw water and its source and treatment plant and equipment details, requirement of compressed, requirement of steam and the steam generator system, requirement of air condition and ventilation systems, requirement of material handling equipment, mechanical, electrical and electronic repair lab, security system, fire protection systems,.
 - xi) Details of waste generation and its disposal.
 - xii) Effluent Treatment plant, its capacity considering zero discharge to comply statutory requirement.
 - xiii) Details of equipment for quality control and Research and Development Laboratory.
9. **Management:** Responsibilities of different agencies for project management implementation should be elaborated. The organization structure at various levels, details of human resource requirements, basis of assessment of HRM, training requirement for operation and control, maintenance and administration etc. in respect of executives, workman, managers etc. as well as monitoring arrangements should be clearly spelt out.



SECTION VI – LIST OF REQUIREMENTS

10. **Finance:** This section should focus on the cost estimates, budget for scheme/project, means of financing and phasing of expenditure. Options for cost sharing and cost recovery (user charges) should be explored. Infrastructure projects may be assessed based on the cost and tenor of debt. Issues relating to project sustainability, including stakeholder commitment, operation-maintenance of assets after project completion and other related issues should also be addressed in this section.
11. **Time frame:** This section should indicate the proposed zero date for commencement and also provide a PERT/CPM chart, wherever relevant.
12. **Cost Benefit Analysis:** Financial and economic cost-benefit analysis of the project should be undertaken wherever such returns are quantifiable. Such analysis should generally be possible for infrastructure projects but may not always be feasible for public goods and social sector projects. Even in the case of latter, the project should be taken up for appraisal before the PIB and some measurable outcomes/deliverables suitably defined.

This section shall also cover the capital cost, phase wise expenditure, escalations, and production cost. Details may include cost of banknote paper/MT, cost of plant and equipment required to be imported, cost of machines / equipment that could be sourced indigenously, cost of land and site development etc.
13. **Risk Analysis:** This section should focus on identification and assessment of implantation risks and how these are proposed to be mitigated. Risk analysis could include legal/contractual risks, environmental risks, revenue risks, project management risks, regulatory risks, etc.
14. **Outcomes:** Success criteria to assess whether the development objectives have been achieved should be spelt out in measurable terms. Base-line data should be available against which success of the project will be assessed at the end of the project (Impact Assessment). Similarly, it is essential that the base line surveys be undertaken in case of large, beneficiaries -oriented schemes. Success criterion for scheme deliverables/outcomes should also be specified in measurable terms to assess achievement against approximate goals.
15. **Evaluation:** Evaluation arrangements for the scheme/project, whether concurrent, midterm or post project should be clearly spelt out.
16. **Other requirement:** This section shall cover the following.
 - i) General layout of Raw material store, Pulping section, Stock preparation, Approach Flow, Wet machine, Sizing, Drier, Calendar, Reeler, Cutting and Finishing, Re-cycling of waste paper, Mould Preparation Section, Workshop, Power Distribution, Boiler section, Water & Effluent Treatment Plants, Fiber Recovery System, Engineering Section, Quality Control and laboratory section, General Store, security, office space, other services, etc. It may also include transportation of material in all above sections.
 - ii) Residential Requirement for BNPM/CISF staff, (Residential quarters, CISF barracks, Guest House, recreation club and other civic amenities).
 - iii) Mill Facilities-operational facilities, sectional storage, waste storage, auxiliary shops and other service facilities along with list of probable vendors.

A self-contained Executive Summary should be placed at the beginning of the document.

The successful bidder shall prepare the documents required for PIB, GOI Approval. The Format for PIB/DIB Memorandum for Appraisal of the project shall be as given ANNEXURE:



SECTION VI – LIST OF REQUIREMENTS

ANNEXURE

1. Project Outline:

- 1.1 Title of the Project
- 1.2 Sponsoring Agency : Bank Note Paper Mill India Private Limited
- 1.3 Proposed Cost of the Project
- 1.4 Proposed Timeline of the project
- 1.5 Whether project will be implemented as part of a scheme or on stand-alone basis.
- 1.6 Whether financial resources required for the project have been tied up? If yes, details?
- 1.7 Whether feasibility Report and/or Detailed Project Report has been prepared?
- 1.8 Whether the proposal is an original Cost Estimate or a revised Cost Estimate?
- 1.9 In case of revised Cost Estimate, whether the meeting of revised Cost Committee has been held and its recommendation suitably addresses?
- 1.10 Whether any land acquisition or pre-investment activity was undertaken or is contemplated for this project? Whether the cost of such intervention has been included in the project cost?

2. Outcomes and Deliverables

- 2.1 Stated aims and objectives of the project.
- 2.2 Indicate year wise/deliverables for the project in a tabular form

Activities	Year 1		Year 2 & so on		Total	
	Physical	Financial	Physical	Financial	Physical	Financial
1, 2, 3 etc.						

- 2.3 Indicate final outcomes for the project in the form measurable indicators which can be used for impact assessment/evaluation after the project is complete. Base line data or survey against which such outcome would be benchmarked should also be mentioned.

3. Project Cost

Cost estimates for the project along with scheduled duration (both year and activity wise). Also the basis of these cost estimates along with the references dates for normative costing (it should preferably not more than one year old).

- 3.1 In case land is to be acquired, the details of land cost, including cost of rehabilitation/resettlement needs to be provided.
- 3.2 In case pre-investment activities are required, how much is proposed to be spent on these, with details activities wise.
- 3.3 Whether price escalation during the project time cycle has been included in the cost estimates and at what rates?



SECTION VI – LIST OF REQUIREMENTS

- 3.4 Whether the project involves any foreign element, the provision made or likely impact of exchange rate risk?
- 3.5 In case of the Revised Cost Estimate, a variation analysis along with the report of the Revised Cost Committee needs to be attached.

4. Project Finance

- 4.1 Indicate the sources of project finance: budgetary support, internal and external budgetary supports, external aid, etc.
- 4.2 Indicate the cost components, if any that will be shared by the state governments, local bodies, user beneficiaries or private parties.
- 4.3 In case of funding from internal and extra- budgetary resources, availability of internal resources may be supported by projections and their deployment on other projects.
- 4.4 Indicate funding tie ups for the loan components, if any, both domestic and foreign, along with terms and conditions of loan based on consent/comfort letter.
- 4.5 If government support/loan is intended, it may be indicated whether such funds have been tied up?
- 4.6 Provide the leveraging details, including debt-equity and interest coverage ratios, along with justification for the same.
- 4.7 Mention the legacy arrangement after the project is complete, in particular, arrangement for the maintenance and upkeep of assets that will be created.

5. Project Viability

- 5.1 For project which have identifiable stream of financial returns, the financial internal rate of return may be calculated. The hurdle rate will be considered 10%.
- 5.2 In case of projects with identifiable economic returns the economic rate of return may be calculated. In such cases project viability will be determined by taking both financial and economic returns together.
- 5.3 In case of proposals where both financial and economic returns are not readily quantifiable, the measurable benefits outcomes simply may be indicated.

6. Approval and clearances

Requirement of mandatory approvals/clearances of various local, state and national bodies and their availability may be indicated in a tabular form (land acquisition, environment, forestry, wildlife etc.). In case land is required, it may be clearly mentioned whether the land is in the possession of the agency free from encumbrances or encroached or stuck in legal process?

S No	Approvals/Clearances	Agency Concerned	Availability (Y/N)

7. Human Resources

- 7.1 Indicate the administrative structure for implementing the project. Usually creation of new structure, entities etc. should be avoided.
- 7.2 Manpower requirement, if any.
- 7.3 In case outsourcing of services or hiring of consultant is intended, brief details of the same may be provided.



SECTION VI – LIST OF REQUIREMENTS

8. Monitoring and evaluation

- 8.1 Indicate the Project Management/Implementing Agency(s). What agency charges are payable, if any?
 - 8.2 Mode of implementation of individual works: department/Item rate-/Turnkey/EPC/Public Private Partnership, etc.
 - 8.3 Indicate time lines of activities in PERT/Bar Charts along with critical milestones.
 - 8.4 Indicate the monitoring framework, including MIS, and the arrangement for internal/statutory audits.
 - 8.5 Indicate what arrangements have been made for impact assessment after the project is complete.
9. Comments of the Financial Advisor, NITI Aayog, Department of Expenditure and other Ministries/Departments may be summarized in tabular form along with how they have been internalized and used to improve this proposal.
10. Approval Sought

XXXXXXX

Joint Secretary to the Government of India

SECTION VI – LIST OF REQUIREMENTS

Part 2: Execution of the Project

1. ENGINEERING & CONSULTANCY SERVICES

The scope of services of Project Consultant for rendering engineering and consultancy services for setting up of two lines of CWBN paper with total capacity of 12000 TPA at Balasore, Odisha shall be for the facilities listed below but without limiting to:

A. Process Plants:

- Dry cotton comber storing, cleaning & fibre preparation system.
- Continuous cotton comber digestion bleaching (half stock preparation) system.
- Stock preparation for cotton linter & cotton comber pulp, approach flow, broke pulping, fibre /water recovery system, incorporation of security features.
- Wet-end additives, surface size preparation & supply system relevant for bank note paper making.
- Twin cylinder mould Paper machine including insertion of security thread, with Press section, Multi stage Dryer, Surface impregnation, Calendar, Pop reel system and QCS including on line paper inspection.
- Automatic Sheet Cutting & packing including inspection, sheeting, notching, rejection, counting, reaming, labelling, wrapping & palletizing including conveyor system , box packing and labelling etc.
- State of the art multi-layer mould cover making system including CNC engraving, embossing, electrotpe embossing, Ultrasonic welding. Nitrogen generation plant etc.
- Process automation -distributed control system (DCS).
- Quality control laboratory set- up. (Wet lab, dry lab, R&D lab etc.).

B. Utility Plants:

- Incoming Electricity supply from State Electricity Board feeder to the site.
- Incoming Water supply from nearby river / alternate source identified by IDCO to the site.
- Raw Water Intake, Treatment & Supply Plant for plant and drinking water including township etc.
- Soft Water Plant.
- Steam Generation Plant along with fuel storage FO / LPG/CNG.
- Compressed air system.
- Effluent Collection & Treatment Plant. With primary, secondary and tertiary treatment with Softening, UF Membrane, RO and MEE for Zero discharge, sludge dryer etc.
- Electric Power Receiving & Distribution (switch yard, HT and LT panels, bus ducts, Transformers, cabling, shop illumination, High Mast lighting, earthing system, lightening arresters, UPS system etc.).
- Incinerator package.
- Emergency DG Power including fuel storage, for emergency lighting and UPS support.
- Air Conditioning & Ventilation System for Control Rooms, Automatic Finishing & Packing section, Testing Laboratory & Offices, electronic spare storage area etc.
- Roll Storage facility.
- Mechanical, Electrical & Instrument and electronic Workshops.
- Mill Security & Surveillance System, CCTV with 90 days storage.



SECTION VI – LIST OF REQUIREMENTS

- Communication and Computer/IT network system, ERP (SAP), MIS, Data integration, Public Address System (PAS) etc.
- Fire Detection, Alarm & Mitigation System, including fire hydrant, sprinkler system for cotton storage area, Vault area and Transformers as per norms.
- Yard piping for all utilities.
- Domestic Sewage Treatment system.
- Material handling equipment (Overhead crane, fork lifts, pallet trucks, conveyor system, automatic loading & unloading system etc.).
- Solar power for lighting.
- Goods & Passengers Lifts.
- Instrumentation System for utilities.

C. Infrastructure:

- Plant buildings such as Raw material warehouse, Product warehouse / strong room, including electronic surveillance vault doors, engineering stores, Buildings for various utilities and Buildings for process plants, canteen.
- Landscape/ Hardscape/ Irrigation system (Automated).
- Interiors.
- Non plant buildings such as Administration building, Mill surveillance room, staff canteen, security cabins, security gate complex to house BNPM/CISF security staff, crèche and health centre, armoury building, barrack, Parade ground for CISF etc.
- Weighbridge, Compound wall with watch towers, Roads and drains.
- Hazardous waste storage yards, scrapyards, sludge yard, lagoons etc.
- Residential colony including Guest house, Officers club, recreation club, community hall, civic amenities quarters for BNPM and CISF, truck parking area with rest room, vehicle parking for four and two wheelers etc.
- Rain water harvesting system.

Tentative construction details are given below:

Sl. No.	Description	Approx. Quantity
1	Total construction area (Industrial Plant and utility buildings, other infrastructure for factory)	7,00,000 SQFT
2	BNPM/CISF Quarter & other facilities	500 Nos
3	Roads inside the campus	Adequate as per layout designed by the bidder
4	Plant Boundary wall -approx. 50 Acre & Premises boundary wall – approx. 100 Acre	As required based on layout of the plant by the bidder
5	Drainage system (sewage, storm water etc.)	As required based on layout of the plant by the bidder



SECTION VI – LIST OF REQUIREMENTS

Estimated Cost of the project

Sl. No.	Description	Approx. Amount in Cr.
1	Civil Structure and building for plant and utilities, including site development/infrastructure i. e. boundary wall, roads, drain etc.	300
2	Plant & Machinery for manufacturing	1600
3	Utility services including electricity receiving and distribution, drawing water from river, treatment and distribution electricity and other necessary utilities required for paper mill.	250
4	Town ship & CISF infrastructure – - 1 st phase	100
	Total	2250
5	Town ship & CISF infrastructure – - 2 nd phase	150
	Total	2400

II. PRELIMINARY TECHNICAL SERVICES

- 1) Review and update of DPR, if required.
- 2) DPR will form the basis for execution of the project.
- 3) Provide Technical assistance to BNPM/other agency designated by BNPM in seeking Government and Statutory approvals for various facilities envisaged (Supply of water and electricity, Clearances of Pollution control Board, Boiler Inspector, Electricity Authority, Explosive license, Inspector of factories, AAI, BARC, Fire authority and other approvals required from statutory authorities (Central & State) in the form of technical drawing & documents required to be submitted to Director of factory for industrial building approvals, IDCO approval, participation in technical meetings including periodic presentations with the authorities, equipment suppliers, etc.
- 4) Prepare topographical drawing for construction.
- 5) Carry out soil investigation with suitable agency engaged by consultant and review its report.
- 6) Design foundation required for buildings as per site soil condition and plant requirement.
- 7) Survey and Plan methods of treated Effluent discharge, disposal for solid wastes emanating from the plant and discharge of gaseous effluents and it's lay out considering Zero discharge.
- 8) Prepare Mill Plot/Master Plan showing different ground/ grade levels, boundary walls, roads, storm drains, plant and mill facilities including power receiving station, raw water intake station, and treated effluent discharge pipeline.
- 9) Preparation of Architectural drawings for Buildings & Structures.
- 10) Preparation of Master schedule for project implementation.
- 11) Plan out Facilities at site required for start of construction, setting up temporary site office for BNPM and PMC.
- 12) Preparation of Site Emergency Plan.
- 13) Any other works related to execution of project works.



SECTION VI – LIST OF REQUIREMENTS

III. BASIC ENGINEERING FOR PROCESS AND UTILITY PLANTS

A. Process and Mechanical Engineering

- 1) Prepare design basis & production calculations.
- 2) Prepare consumption calculations for raw materials, chemicals, fresh water, steam, vacuum, compressed air, power etc.
- 3) Prepare concept notes with system description & quality parameters.
- 4) Prepare specifications for process machinery, utility plants, material handling equipment, fabricated storage tanks, firefighting and other systems.
- 5) Prepare design basis for warehouse / go-downs.
- 6) Prepare equipment list.
- 7) Prepare flow diagrams showing input & output mass and volumetric flow rates, consistency, process parameters etc.
- 8) Prepare P&I diagrams showing pipe / duct size, pipe/duct material, line identification tag no., valves & specialties with tag no., instruments & control loops, insulation material & thickness, line slope etc. (Standard colour code for piping shall be adhered to)
- 9) Prepare basic equipment layout and GA drawing.
- 10) Prepare dimensional drawings for chests, tanks, towers and other fabricated equipment with material of construction, and other details.
- 11) Prepare list of laboratory testing equipment & materials for set-up.

B. Electrical, Instrumentation & Controls Engineering

- 1) Prepare Single Line Diagram.
- 2) Prepare list, description for Instruments, Controls, Control valve list including instrument 'Type' & Range.
- 3) Prepare Loop diagrams, Logic and Interlock diagrams.
- 4) Prepare DCS (Distributed Control System) architecture for the plant, Quality control system (QCS) description.
- 5) Prepare Utility and power requirements for instruments; Specifications for Instruments & Control items.
- 6) Prepare Local Control stations' description/ specifications.
- 7) Prepare list of motors, specification for Drives, Sectional drives & controls.

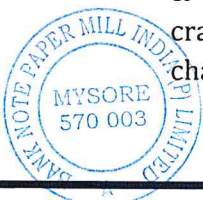
C. Civil Engineering

- 1) Prepare all requisite documents/ drawings for proof-checking by third party, if required
- 2) Prepare/ Review Static & Dynamic Load list for equipment as required.
- 3) Prepare/ Review Foundation Load plan as required.
- 4) Prepare/ Review Foundation drawings for equipment as required.
- 5) Prepare/ Review Mounting & support details for equipment as required.

IV. DETAIL ENGINEERING FOR PROCESS & UTILITY PLANTS

A. Detailed Process & Mechanical Engineering

- 1) Review & updating of engineering provided by machinery suppliers.
- 2) Prepare detailed floor wise general arrangement drawings in plans & sections including equipment, drives, platforms, supports, maintenance space, stair cases, transformers, MCC & control rooms, ventilation equipment, fire protection equipment, erection openings, cranes, conveyors, lifts, pipe & cable lays, pipe, duct & cable chases, drains, pits, flow channels etc. required for completion of the plant.



SECTION VI – LIST OF REQUIREMENTS

- 3) Prepare: Piping & Ducting Routing Drawings in Plans & Sections; Piping Isometric Drawings as relevant; Pipe Load Calculations and Design Pipe supports; Bill of Materials for Pipes, Valves, Fittings; Bill of Materials for mechanical elements of Pipe Supports, Perform Stress Analysis for Hot Pipe lines, etc.
- 4) Perform Vendor Drawing Review for Equipment / Systems.
- 5) Perform Vendor Drawing Review for Bulk Purchase items.
- 6) Prepare Enquiry Specification for Mechanical Erection Works.
- 7) Prepare Enquiry Specification for Fabricated items.
- 8) Perform Vendor Drawing Review for Fabricated items.
- 9) Prepare Enquiry Specification for Piping Erection.
- 10) Review and Approval of As-built drawings.

B. Detailed Electrical, Instrumentation & Control Engineering

- 1) Review & updating of engineering provided by machinery suppliers.
- 2) Prepare Concept on Power Generation & Distribution System.
- 3) Prepare Enquiry specifications for electrical equipment & systems.
- 4) Prepare Single Line Diagrams for HT & LT power distribution.
- 5) Perform Fault level study and relay coordination for over-current and earth fault relays up to 415 V MCC incomer level (for max. 2 operating conditions).
- 6) Prepare Control Wiring Diagrams, Cable layout drawings, Cable Interconnection Schedules, Earthing Layout, Lighting Layout, Electrical Rooms layout.
- 7) Prepare Bill of Materials for Cables & Bulk purchase items.
- 8) Perform Vendor drawing review for electrical equipment & items.
- 9) Prepare Enquiry specification for electrical Installation Works.
- 10) Prepare Loop list & Loop diagrams, Control Logics, Sequence & Interlocking diagrams, Specification for DCS (Distributed Control System), Specification for product QCS (Quality Control System).
- 11) Prepare utility and power requirements for instruments, Specifications for Instruments & Control items, Junction box schedules, Cable schedules, Cable tray layouts, Control and rack rooms layout, Erection sketches/Hook-up drawings, Specification for Fire Alarm System, Specification for Mill security & Surveillance System, Shop Electrics, etc.
- 12) Perform Vendor drawing review for Instruments & Controls.
- 13) Prepare enquiry specification for I&C Installation Works.
- 14) Review and Approval of As-built drawings.

C. Detailed Civil Engineering

- 1) Review & updating of engineering provided by machinery suppliers.
- 2) Prepare final architectural drawings for plant buildings & offices showing fire exits, stair cases, effluent & storm drains etc.
- 3) Prepare fire hydrant design and layout.
- 4) Perform design calculations for buildings & structures.
- 5) Prepare bill of Materials / estimate quantities for civil and structural works.
- 6) Prepare detailed enquiry tender for civil and structural works, plumbing, sanitary and other interior facilities.
- 7) Prepare reinforcement drawings for construction plant buildings.
- 8) Prepare structural steel drawings for construction of structures.
- 9) Prepare equipment foundation drawings.
- 10) Prepare drawings for relevant platforms, stairs, structural supports etc.



SECTION VI – LIST OF REQUIREMENTS

- 11) Prepare final bill of materials / quantities.
- 12) Check & approve contractors prepared fabrication/construction drawings.
- 13) Review and Approval of As-built drawings.
- 14) To conduct & provide proof checking certificate for structural design issued by qualified professional of project consultant/ agency engaged by the consultant.
- 15) To submit proof checking drawings for structural designs for onward submission to third party certification by BNPM.
- 16) To submit buildings stability certificate after completion of project.

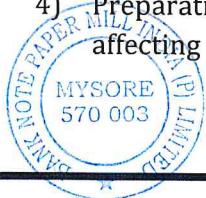
V. CONTRACT ENGINEERING & PROCUREMENT SERVICES

- 1) Prepare approved List of Suppliers/ Vendors for indigenous and imported machinery / machinery packages, erectors, constructors.
- 2) Prepare enquiry documents for the all project related items. Guidelines for public procurement including CVC guidelines shall be strictly followed.
- 3) Provide clarifications to tenderers on enquiry documents.
- 4) Furnishing the opinion for complaint received during tendering process.
- 5) Evaluate technical & un-priced commercial bids & submit purchase recommendations with comparative statements.
- 6) Provide technical assistance in purchase negotiations and selection of Vendor.
- 7) Provide Assistance in preparation of Purchase Contracts/Agreements.
- 8) Consultant shall perform inspection of indigenous/imported plant & equipment at the manufacturer's works/premises with respect to quality of materials, workmanship and conformity to specification/drawings, wherever necessary. (Approximate man hours 300 man hours). The travelling expenses are to be reimbursed on actual against the bill submitted with necessary documents.
- 9) Consultant shall witness necessary tests at manufacturer's/BNPM works to verify the performance characteristics as and when required.
- 10) Recommendation for giving dispatch clearance by BNPM after satisfying himself of the compliance with purchase order wherever necessary.
- 11) Consultant shall perform expediting services to ensure that the dispatch of items falls in line with the project schedule.

VI. PROJECT MANAGEMENT SERVICES

The project is scheduled to be completed in 50 months from the date of approval by DEA, MOF/GOI. The review and revalidation of DPR shall be completed within two months from the date of receipt of intimation from BNPM. The consultant shall provide all necessary project management services including:

- 1) Prepare Co-ordination procedure. Systems of interaction / meeting schedules among Consultant / site work contractors / suppliers / manufacturers / statutory approvals including meetings with BNPM.
- 2) Preparation of a master PERT network schedule to cover the overall construction program for all shops and units which broadly reflect the interdependence between designing, foundations, buildings, services, network, equipment procurement, erection and commissioning, etc.
- 3) Preparation of the computerized reports clearly indicating the agencies involved with the activities, a comprehensive description of the activities, their duration, scheduled start and finish, etc.
- 4) Preparation of special reports to take corrective measures on critical activities which may be affecting the timely completion of the project.



SECTION VI - LIST OF REQUIREMENTS

- 5) Issue of Construction drawings time to time to ensure that no delay occurs to construction works/activities. PMC shall take utmost care to maintain the timing to ensure adherence to time schedule.
- 6) Issue instructions to civil/mechanical/electrical works contractors time to time and ensure smooth and timely execution works as per the schedule.
- 7) Maintain records of all communications with works contractors pertaining to execution of works. If any delay due to whatever reason takes place there should be substantial evidence on record to prove the reason for the same and Project consultant should immediately take necessary action on the works contractor to make up the delayed period and it should be notified to the BNPM time to time.
- 8) Preparation of monthly progress reports indicating the achievement of various works till a given date and comparing them against the plan, Recommend remedial actions and suggest methods for time compression after carrying out critical path study, where necessary.
- 9) Review all project activities related to Engineering, Procurement, Inspection, Civil works, Erection, Construction, Start-up, Commissioning, Trial run with BNPM and take corrective measures.
- 10) Progress monitoring and quality assurance for all works with feedback and interaction systems for corrective measures.
- 11) Cost Control:
 - i. Forecasting of fund requirement on monthly/quarterly basis.
 - ii. Establish cost control by budgeting, forecasting & control.
- 12) Monitor schedule of Critical activities.
- 13) Arrange and deploy suitable PMC officials during construction and erection/commissioning/performance trial stage. The tentative minimum deployment shall be as given below. Time is considered from award of work.

Sl No	Description	Manpower requirement (For site supervision)	Approximate Man month
1	Project Manager at Site (Q1-Q18)	Civil/Construction - 1	54
2	Construction-Site development Stage (Q2-Q5)	Civil Engineer- 2 Safety - 1	24
3	Construction- excavation/ foundation Stage below ground level Q5-Q8	Planning/Quality -1 Civil Engineer- 3 Safety-1	60
4	Construction Above Ground Q9-Q16	Planning/Quality -1 Civil Engineer- 3 Safety-1	120
5	Erection of Utilities (Q7-Q15)	Mechanical -3 Electrical /Instrumentation -3	150
6	Commissioning/performance trial (Q16-Q17)	Mechanical 1 Electrical /Instrumentation -1	10
7	Total Man month (Approximately)		418



SECTION VI – LIST OF REQUIREMENTS

The man power is minimum to be deployed at site. The man power required for designing/ billing is to be provided in addition to the site supervision. However, the bidder is to estimate the man power requirement based on the scope of work and accordingly quote. No additional charges for site management/supervision shall be payable for extra deployment, if required.

- 14) Assist BNPM to resolve issues with Machinery Suppliers & Contractors.
- 15) Any other relevant service in connection with setting up of paper mill, commissioning and trial running. Prepare master Project network Schedule & its monitoring & updating.

VII. CONSTRUCTION, ERECTION & COMMISSIONING SERVICES

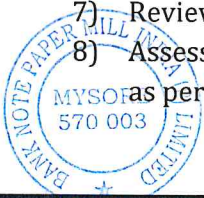
Consultant shall provide adequate experienced personnel at site. Consultant should post a Senior Manager at site for supervising all the site activities pertaining to execution of project activities and for coordinating with the consultant's office. At the time of activity at site, adequate number of staff may be posted from each discipline, like civil, mechanical, electrical, control and Instrumentation to supervise the execution and expedite smooth work by avoiding discrepancies.

A. Civil & Structural Works

- 1) Overseeing contractor's supervision to ensure that the construction proceeds in accordance with design, specifications within acceptable limits and certify quality of works performed by the Contractor.
- 2) Assist to arrange construction power and water supply.
- 3) Review and approve the quality assurance plan and implementation plan submitted by the Contractors.
- 4) Review work plans, activity schedules and progress reports submitted by contractors.
- 5) Conduct periodic Project Review Meetings to assess quality, schedule, safety etc.
- 6) Interpretation/Evaluation of test results submitted by contractors.
- 7) Interpretation of Construction drawings & codes.
- 8) Approve the test results submitted by the contractor.
- 9) Certify contractor's invoices and extra items, if any for payment.
- 10) Advise BNPM on safety measures to be adopted during construction.
- 11) Consultant will lead the "Safety organization at site" establish procedures for ensuring safety during construction and monitor the same for implementation through contractors. The Safety officer shall be deployed at site.
- 12) Review and approve "As-built" status on the construction drawings as marked by respective contractors.

B. Erection, Installation & Testing of Plant and Machinery

- 1) Preparation of schedules for erection and testing work.
- 2) Supervising contractor's work to ensure that the erection & installation proceeds in accordance with drawings and tolerance limits.
- 3) Coordinate with contractors/ machinery suppliers to meet planned schedule and take corrective measures wherever necessary.
- 4) Supervision of hydraulic testing carried out by contractors for fabricated equipment's, piping & fittings etc.
- 5) Supervision of Electrical installations, power supply to equipment's and testing.
- 6) Supervision of Installation of Instruments & Controls (Automation) & Testing.
- 7) Review work plans, activity schedules and progress reports submitted by contractors.
- 8) Assess adequacy of contractor's manpower and other resources for execution of site work as per approved schedules.



SECTION VI – LIST OF REQUIREMENTS

- 9) Maintain statutory clearances in respect of work at site.
- 10) Assess Quality control aspects of site work & Codes governing site work.
- 11) Prepare monthly erection and testing progress reports with deviations from approved schedules if any.
- 12) Certify completion of site work as per approved drawings / specifications.
- 13) Certify quantity measurements submitted by contractors.
- 14) Ensuring periodical removal of debris from site by all contractors.
- 15) Certify contractor's bills for payment.

C. For Start-up & Commissioning of Plant

- 1) Prepare schedules for commissioning work, check lists for commissioning of various equipment's and systems.
- 2) Coordination of the various start-up activities with BNPM personnel, vendor's service personnel and construction contractors.
- 3) Supervision of commissioning of the various plants, systems and equipment.
- 4) Review of vendor's equipment operation and maintenance manuals for completeness.
- 5) Assistance and guidance to BNPM in the development of log sheets.
- 6) Issue of Preliminary Acceptance Test certificate (PAT) jointly with BNPM to enable physical taking over by BNPM.
- 7) Assistance in preparation of guarantee test reports & Evaluation of test results.
- 8) Assistance in setting up of the Quality testing Laboratory till it is made operational.
- 9) Provide technical assistance required for clearing and shipping imported equipment from the port.
- 10) Recommendation and supervision of guarantee tests re-runs, where necessary.
- 11) Assistance in issue of Final Acceptance Certificates (FAC) by BNPM.

VIII. CONTINUED SERVICE:

Consultant will continue to extend their full support to BNPM till 12 months from the date of trial production for the successful implementation of the project and stabilization of Mill functioning.

IX. TIME SCHEDULE:

Final DPR shall be submitted within 6 months from the date of issuance LOI. The project is scheduled to be completed in 50 months from the date of approval by DEA, MOF/GOI. The review and revalidation of DPR shall be completed within two months from the date of receipt of intimation from BNPM.

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



SECTION VII - TECHNICAL SPECIFICATIONS

Being engineering and consultancy services, technical specifications are not applicable to the tender.

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



SECTION VIII – QUALITY CONTROL REQUIREMENTS

DECLARATION TO BE PROVIDED ON LETTER HEAD

We declare that will shall provide the engineering and consultancy services in accordance to the applicable standards, codes and ethics without deviation. We also undertake that all drawings, design, specifications, BOQ, estimates and other documents will be prepared and furnished to suit the particular local conditions of the site in the most economical manner. We shall work out economic design and adopt specifications to endure that the estimates approved by BNPM at initial stage are adhered to during execution.

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



COMMERCIAL COMPLIANCE STATEMENT:

S No	Features	Requirements of BNPMIPL, Terms & conditions	Whether Agreed by the firm	Deviation, if any
1.	General Conditions and list of requirement	Supply shall be rendered exactly as per the given instructions / Technical Specifications mentioned in Section VII of the tender	Yes agreed	
2.	Quantity	As per the list of requirements mentioned in Section VI, List of Requirement (scope of work) of the tender.	Yes agreed	
3.	Delivery	As per delivery terms mentioned in Section VI of the tender.	Yes agreed	
4.	Payment terms	Payment terms as mentioned in Sl No (GCC Clause No 21) of SCC	Yes agreed	
5.	Liquidated Damages	As per liquidated damages clause mentioned in (GCC clause No 24) and SCC	Yes agreed	
6.	Defect Liability Period / Warranty	As per warranty clause mentioned in Sl No 4 (GCC clause No 16) of SCC	Yes agreed	
7.	Performance Security	As per performance security in GCC clause No 6/SCC Clause 2	Yes agreed	
8.	Tender terms & conditions	We have gone through entire tender document thoroughly including GIT (Section II - General Instructions to Tenderer), SIT, GCC (Section IV - GENERAL CONDITIONS OF CONTRACT), SCC <u>and confirm that we don't have any counter conditions.</u> We also understand that offer with counter conditions is liable for rejection	Yes agreed	
9.	Compliance to SCC Clauses	As mentioned in Sl.no 13 to Sl.no 27	Yes agreed	
10.	No. of pages	Total number of pages in Technical Bid		

Authorized signatory & stamp



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

SECTION IX - QUALIFICATION/ ELIGIBILITY CRITERIA

Category	Eligibility Criteria	Documents required in support of eligibility criteria
General	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).	Company's registration / Certificate of incorporation/Partnership Deed/Any other registration certificate (as applicable). Sealed & signed Annexure - B on company's letter head.
	b) Bidder should have valid GST registration certificate.	Copy of GST certificate
	c) Bidder should have valid PAN card.	Copy of PAN card
	d) Bidder should have not been blacklisted / debarred by RBI/BRBNMPL/ SPMCIL/ BNPMIPL/ Government of India.	Declaration as per Annexure - A on company's letter head duly signed & with company seal to be submitted.
	e) The bidder should be in continuous business of providing engineering and Project consultancy services during last five years ending on 31.03.2022.	Documentary evidence (copy of work order or agreement or work completion certificate or financial statement) for being in business for last five years
Experience & Past Performance	Bidder should have successfully provided engineering and consultancy services (EPC) for similar project as given below: a) One project costing not less than INR 1250 Crore. (Or) b) Two projects each costing not less than INR 780 Crore (Or) c) Three projects each costing not less than 600 Crore.	Details of completed projects shall be provided in Form - B . Copy of work completion certificate and the certificate for proof of satisfactory working of the project for minimum one year shall be provided.
	The project must be working satisfactorily for at least one year.	(Bidder may provide the evidence including that of Parent Company, if necessary. In such case undertaking from the Parent Company is to be provided as per the prescribed format as per Annexure - E)
	Similar project means setting up green field/ expansion/ modernisation of paper mill in India/abroad.	
	The work shall demonstrate expertise and experience in the following	



SECTION IX - QUALIFICATION/ ELIGIBILITY CRITERIA

	<p>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>	
Technical Capabilities and Capacities	<p>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.</p>	<p>List of Qualified and experienced personnel along with qualification and experience. (A duly certified letter from Head HR shall be enclosed).</p>
Financial Standings	<ol style="list-style-type: none"> 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) 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>Audited balance sheet and profit & loss statement for FY 2020-21, FY 2019-20, 2018-19.</p>



SECTION IX - QUALIFICATION/ ELIGIBILITY CRITERIA

***Requirement of Registration**

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

- I) Bidder means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms, or companies), every artificial judicial person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person participating in a procurement process.
- II) "Bidder from a country which shares a land border with India" for the purpose of this order means:-
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary controlled through entities incorporated, established or registered in such a country, or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country, or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An India (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- III) The beneficial owner for the purpose of (iii) above will be as under :-
 - 1) In case of a Company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercise control through other means.

Further explanation:

 - a) "Continuing ownership interest" means ownership of or entitlement to more than twenty five per cent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint majority of the director or to control the management or policy decision including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;
 - 2) In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;



SECTION IX - QUALIFICATION/ ELIGIBILITY CRITERIA

- 4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - 5) In case of a trust, the identification of beneficial owners(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership
- IV) An agent is a person employed to do any act for any another, or to represent another in dealings with tired person.
- V) The successful bidder shall not be allowed to sub contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- VI) A bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the competent authority, as it is not regarded as sub-contracting.
- VII) However, in case a bidder has proposed to supply finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the competent authority.

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

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

We confirm that, we are competent and legally authorized to submit the tender and / or to enter into legally binding contract.

We (Name of the company) have submitted the required documents in support of the eligibility criteria mentioned above.

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



SECTION IX - QUALIFICATION/ ELIGIBILITY CRITERIA

ANNEXURE - A

e-Tender No. BNPM/NCB/PMC/44/2022-23 Dated 26.04.2022

(To be submitted on the letterhead)

DECLARATION

We do hereby declare that,

1. We have not been blacklisted/ debarred by BNPMIPL/ BRBNMPL/ SPMCIL or any Govt. Departments for participation in tenders. The information provided above is correct and true to the best of my knowledge and belief.

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

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

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

Signature _____

Name-----

Designation-----

Date-----

Stamp of the Organization-----



SECTION IX - QUALIFICATION/ ELIGIBILITY CRITERIA

ANNEXURE - B

e-Tender No. BNPM/NCB/PMC/44/2022-23 Dated 26.04.2022

(To be submitted on the letterhead)

DECLARATION

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

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

Signature _____

Name-----

Designation-----

Date-----

Stamp of the Organization-----



SECTION IX - QUALIFICATION/ ELIGIBILITY CRITERIA

ANNEXURE -C

e-Tender No. BNPM/NCB/PMC/44/2022-23 Dated 26.04.2022

(To be submitted on the letterhead)

BID SECURITY DECLARATION (For MSE Bidders)

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

Signature _____

Name-----

Designation-----

Date-----

Stamp of the Organization-----



SECTION IX – QUALIFICATION/ ELIGIBILITY CRITERIA

ANNEXURE -D

e-Tender No. BNPM/NCB/PMC/44/2022-23 Dated 26.04.2022

(To be submitted on the letterhead)

Non-Disclosure Agreement

I,(Name of the Tenderer) , hereby agree to abide by the following conditions-

- a) The tenderer shall treat all documents, information, data, and communication of and with the Bank Note Paper Mill India Private Limited (BNPM) as confidential.
- b) Successful tenderer shall not, without the BNPM's prior consent, disclose the contract or any specification, plan, sample or information or data or drawings/designs furnished by or on behalf of BNPM to any person other than the person(s) employed by the agency in the performance of the work.
- c) Further,, any such disclosure to any such person employed by the tenderer shall be made in utmost confidence and should extend only so far as may be necessary and relevant for the purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure clause.
- d) The Tenderer shall not, without BNPM's prior consent, make use of any document or information mentioned in these conditions of the tender document except for the sole purpose of performing this tender.

Signature _____

Name-----

Designation-----

Date-----

Stamp of the Organization-----

SECTION IX - QUALIFICATION/ ELIGIBILITY CRITERIA

ANNEXURE -E

e-Tender No. BNPM/NCB/PMC/44/2022-23 Dated 26.04.2022

(To be submitted on the letterhead of Parent Company)

Undertaking from Parent Company

Name

Full Address

Contact No,

Email

To,

Dear Sir,

1. We refer to the e-Tender No. BNPM/NCB/PMC/44/2020-21 Dated 26.04.2022 for Providing Project Management Consultancy Services for setting up of two lines of CWBN Paper with total capacity of 12000 TPA at Balasore Odisha, India-.
2. We have carefully read and examined in detail the Tender, including condition regarding submission of undertaking, as per prescribed format Annexure -E of the Tender.
3. We confirm that M/s (Insert name of bidding entity) has been authorized by us to use our technical capability for meeting the Eligibility criteria as specified in the Qualification/Eligibility Criteria of the this Tender.
4. We have also noted the amount of the Performance Guarantee required to be submitted as per Clause..... of the Tender..... (Name of the Bidding Entity) in the event of it being selected as 'Successful bidder'.
5. In View of the above, we hereby undertake to you and confirm that in the event of failure of (name of bidding entity) to submit the Performance Guarantee in full or in part at any stage, as specified in the Tender, we shall submit the Performance Guarantee not submitted by (Name of bidding entity). We have attached hereto certified copy of the Board Resolution whereby the Board of Directors of our Entity has approved issue of this undertaking by the Entity.
6. All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the Tender.

Signature _____

Name-----

Designation-----

Date-----

Stamp of the Organization-----



SECTION IX - QUALIFICATION/ ELIGIBILITY CRITERIA

ANNEXURE -F

e-Tender No. BNPM/NCB/PMC/44/2022-23 Dated 26.04.2022

(To be submitted on a Stamp Paper of Rs 200/-)

Professional Indemnity Bond for Project Management Consultancy Assignment

This INDEMNITY BOND is executed at (Place) on this ___ day of ___ 2022 by M/s..... having its registered office at (hereinafter called the **"Indemnifier"** which expression shall mean and include their successors, administrators, executors, legal representatives and assigns) in favour of **Bank Note Paper Mill India Private Limited** having its Registered and Corporate Office at Administrative Building, Gate 1, Paper Mill Compound, Note Mudran Nagar Mysuru- 570003, Karnataka, India (hereinafter called the **"Indemnified/BNPM"** Which expression shall mean and include its successors, legal representatives, administrators and assigns).

WHEREAS the (name of the Indemnifier) as per the provisions of the contract between the..... (name of the indemnifier) and BNPM has/ have started/ shall commence consultancy work for setting up of paper mill in accordance with the requirements and scope specified in the Tender.

AND WHEREAS the (name of the Indemnifier) shall indemnify BNPM against any damage, expense, liability, loss or claim which BNPM might incur, sustain or be subject to arising from any breach of the (name of the indemnifier) design responsibility till completion of service life of the Paper Mill at Balasore, Odisha.

AND WHEREAS the indemnifier has agreed to furnish such indemnity to the indemnified;

NOW **THIS BOND OF INDEMNITY WITNESSTH** that the (name of the indemnifier) along with the below mentioned two sureties hereby jointly and severally guarantee and agree at all times to save and defend and keep harmless the Indemnified BNPM, their successors and assigns and keep indemnified BNPM from and against all claims, demands, actions, proceedings, losses, damages, judgements, costs, charges and expenses which may be brought against BNPM or commenced against BNPM and which BNPM may have to incur, pay or suffer directly or indirectly on account of or in connection with the following:-

- 1) Any type of negligence or non- compliance of or deviation from rules and regulations or in respect of the faulty design and specifications of the faulty including all trades suggested by the (name of the indemnifier), at any stage during consultancy or thereafter. In such event, BNPM shall not be held responsible.



SECTION IX - QUALIFICATION/ ELIGIBILITY CRITERIA

- 2) Any damage to the Paper Mill facility due to faulty design, substandard technique(s) or any other reasons whatsoever.
- 3) At any time during the period of consultancy, it is found that the design or execution is not carried out in accordance with the plan and design approved by BNPM for allowing setting up of Paper Mill, or it is subsequently detected that any paper/ document submitted by the (name of the indemnifier) is / are false or has not been issued by the concerned competent authority, or execution is at variance with the guidelines and instructions issued thereof. In such event, BNPM shall have the right to suspend the consultancy and direct the (name of the indemnifier) to remedy the defects failing which money deposited with BNPM shall be forfeited and legal action will be initiated by BNPM.
- 4) Non-compliance/ non-adherence to the indemnification to BNPM with regard to any damage, expense, liability, loss or claim which BNPM might incur, sustain or be subject to arising from any breach of the (name of the indemnifier) design responsibility (including technical and automation design) till completion of service life of the Paper Mill facility by the (name of the indemnifier) of the requirements of the NBCI, relevant IS Codes, technical standards, laws, designs including structural designs any inadequacy, insufficiency, impracticality or unsuitability in or of BNPM's requirements or any part thereof and failure to fulfil their responsibility in respect of the suitability, adequacy, integrity, durability and practicality of the BNPM's proposal. In such event, the consultant shall take into account, address or rectify such inadequacy, insufficiency, impracticality or unsuitability at the (name of the indemnifier) own cost.

IN WITNESS WHERE OF, this Bond of indemnity is executed onat (Place) in the presence of the following witnesses.

SIGNED AND DELIVERED

..... (name of the indemnifier)

Witnesses:

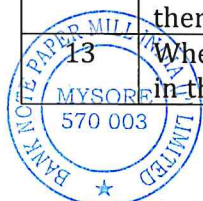
1. Name and (full address)
2. Name and (full address)



SECTION IX – QUALIFICATION/ ELIGIBILITY CRITERIA

FORM – A: TECHNICAL BID- GENERAL INFORMATION

Sl No	Particulars	Information Furnished by the bidder	Remarks
1	Name of the Bidder		
2	Registered Address of the bidder with Name of Contact person and contact no.		Registration certificate to be enclosed
3	Address for communication With Name of contact person and Contact No.		
4	Legal Status of the bidder/Type of Organisation (Whether a partnership firm/Private Limited/Public Limited/Co- operative Body etc.)		
5	Numbers of years of Consultancy services.		
6	Name of Bankers and their full address		
7	Ability to provide Bank Guarantee towards security deposit from a scheduled commercial bank in India.		
8	Details of In House expertise (on roll) available with the bidder. Please prove the No of persons, Details of and qualification experience on project. 1. Process Plant. 2. Steam. Generation 3. Electrical System. 4. Effluent Treatment Plant. 5. Air Conditioning System. 6. Security surveillance system 7. Automation 8. Water Treatment and Distribution.		May attach a separate list if required. (A certificate from Hear HR may be furnished)
9	Financial turn over for last three Years 2018-19 2019-20 2020-21		Enclose the documentary evidence
10	Net worth during last three years 2018-19 2019-20 2020-21		
11	Whether the bidder has ever abandoned the awarded project? If so please give the name of the project and reason for abandonment.		
12	Has the Bidder has been debarred/blacklisted by BNPMIPL /BRBNMPL/SPMCIL/RBI/Government of India? If yes please provide the details thereof.		
13	Whether any civil suit/Litigation arisen in the contracts executed during the last		



SECTION IX - QUALIFICATION/ ELIGIBILITY CRITERIA

5 years/being executed? If yes, please furnish the name of the project, employer, and nature of work, contract value, work order and brief details of litigation		
--	--	--

FORM - B: TECHNICAL BID- DETAILS OF PAST EXPERIENCE

Details of project completed during last 10 years as on 31.03.2022 to meet the eligibility criteria.

Sl No	Project	Name of the Client	Cost of The Project	Date of Completion	Details of work (Trade wise as asked for in eligibility criteria)
1					
2					
3					

FORM - C: TECHNICAL BID- DETAILS OF COMPETED/ONGOING CONSULTANCY ASSIGNMENT - WHERE CONSULTANCY FEE IS INR 5 CRORE OR MORE

Sl No	Project	Name of the Client	Consultancy Fee (INR)	Status	Details of work (Domain wise as asked for in eligibility criteria)
1					
2					
3					
4					
5					
6					

FORM - D: TECHNICAL BID- DETAILS OF KEY PERSONNEL AND STAFF

Name of Key Personal	Age	Qualification	Domain	Experience No of years in relevant area	Name of the project Handled with brief description	Date from which employed in your organisation
1	2	3	4	5	6	7

Enclose CVs of key personnel

FORM - E: TECHNICAL BID- DETAILS OF QUALIFIED PERSONNEL WITH RELEVANT QUALIFICATION AND EXPERIENCE

Domain/Consultancy expertise	Name	Age	Qualification	Total experience in the relevant field	Name of the project Handled with brief description	Date from which employed in your organisation
1	2	3	4	5	6	7
Paper Technology						
Comprehensive Architectural						



SECTION IX - QUALIFICATION/ ELIGIBILITY CRITERIA

and design services						
Mechanical Engineering						
Electrical Engineering						
Automation/ Instrumentation and Control						

Please provide the CVs of the qualified personnel.

FORM - F: TECHNICAL BID- DETAILS OF ESTIMATED MAN POWER DEPLOYMENT

Sl No	Particulars	Unit of Measurement	Estimated Quantity	Remarks, if any
1.	Preparation of DPR and other document for approval by PIB	Man Hours		
2	Process Engineering including Basic Engineering	Man Hours		
3	Design/Engineering –Civil and Structural Work	Man Hours		
4	Design/Engineering- Electrical Work	Man Hours		
5	Design/Engineering – Mechanical Work including Piping	Man Hours		
6	Design/Engineering- Instrumentation and Control (Automation)	Man Hours		
7	Site Supervision –Civil and Structural work including utilities	Man Hours		
8	Site Supervision- erection, commissioning and performance trial of plant and utilities	Man Hours		
9	Pre-Shipment Inspection- at Vendor's place	Man Hours		
10	Travelling	Man Hours		
11	Project Co-ordination, Monitoring and Control	Man Hours		
12	Others, if any	Man Hours		
	Total			



SECTION X - TENDER FORM

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

To

Date _____

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

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

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

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

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

We agree to keep our tender valid for acceptance for a period up to **180 days**, as required in the GIT clause 19, read with modification, if any in Section-III - "Special Instructions to Tenderers" or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

(Signature with date)

(Name and designation)

Duly authorized to sign tender for and on behalf of



SECTION XI - PRICE SCHEDULE

(TO BE FILLED ONLINE ONLY THROUGH e-PORTAL)

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

Dear Sir,

Sub: Price bid for Providing Project Management Consultancy service for setting up two lines of CWBN paper with total capacity of 12000 TPA at Balasore, Odisha.

Ref: e-Tender No. BNPM/NCB/PMC/44/2022-23 Dated 26.04.2022.

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

Schedule No.	Description	Unit	Q U A N T I T Y	SAC Code	Total Price (Except GST) (INR)	GST @ (18%) (INR)	Total price (Incl. of all charges & GST) (INR)	Input Tax Credit for SAC (INR)	Total Effective price (net of input tax credit) (INR)
					(a)	(b)=(a)*18%	(c)=(a)+(b)	(d)=(b)	(e)=(c)-(d)
Part 1- Preparation of DPR	Preparing and submission of Detailed Project Report and preparation and submission of requisite documents for submission to PIB, GOI, and provide assistance for Project Approval by PIB.- as per scope of work, price all inclusive	LS	1						



SECTION XI - PRICE SCHEDULE

Part 2- Executi on of the project	Providing Management Consultancy Services for setting up of two lines of CWBN Paper with total capacity of 12000 TPA at Balasore Odisha, India- For complete scope of work as given in the tender, price all inclusive	LS	1							Total Quoted Price	
---	--	----	---	--	--	--	--	--	--	--------------------	--

1. The price quoted will be all inclusive including, travelling, Lodging and Boarding, if any to complete the entire work as per scope of work given in the tender. Claim for additional expenses, if any, is liable to be rejected.
 2. No Counter condition shall be included in the price Bid. Conditional price bid shall be summarily rejected.
 3. The price quoted for Part1 shall not exceed 5% of the total contract price (Part 1 + Part 2). If quoted price is more than 5% of the total price, the Price for Part 1 shall be re-adjusted to 5% of the total quoted price and 95% of total contract price shall be adjusted for Part 2.
 4. If the price quoted for Part 1 is less than 5% of total price, the same shall be retained.
- Method of Evaluation:-** The method of evaluation of bids for awarding the contract shall be on the basis of **Total effective price (net of input tax credit)** quoted by the bidder(s) for services to be rendered to BNPM, and contract shall be awarded to **lowest (L-1) bidder**.

()

Seal

Name

Signature with Date



SECTION XII – QUESTIONNAIRE

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

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

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

S. No.	Description	To be filled by bidder
1	Brief description of services offered	
2	Offer is valid for acceptance up to	
3	Your permanent income tax A/c no. as allotted by the Income Tax Authority of Government of India (Please attach certified copy of PAN Card)	
4	Are you currently registered with the GEM, and/ or with BNPMIPL and/ or the Directorate of Industries of the concerned State Government/NSIC/SSI for the goods quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit imposed on your registration.	Yes / No If Yes: Registration No..... Validity:
5	Please state whether business dealings with you currently stand suspended/ banned by any Ministry/ Dept. of Government of India or by any State Govt.	
6	EMD details:	Online/Offline/Exempted/Not Applicable
	a) Online:	NEFT/RTGS Details:_____Dtd:_____
	b) Exempted:	Whether NSIC/MSE/DGS&D Reg. no:
7	Tender Fee:	Online / Offline
	a) Online:	NEFT/RTGS Details:_____Dtd:_____



SECTION XII – QUESTIONNAIRE

8	We confirm that we possesses the necessary technical competence and financial resources as mentioned in Section -IX of this tender document, to ensure supply of the tendered services , as per your requirement. Necessary documents like copies of Purchase orders, P/L Accounts, Balance Sheets are enclosed	Yes / No
11	We confirm that we have quoted exactly for the tendered services as per scope of work given in Section VII	Yes / No
12	We confirm that the Price bid is quoted exactly as per your format in Section- XI	Yes / No
13	We confirm that there would not be any price escalation (Except Statutory Charges) during the contract period	Yes / No
14	We confirm that we will abide by all the tender terms & conditions and we do not have any counter conditions. As required, we enclose herewith the complete set of copy of tender documents duly signed by us as a token of our acceptance	Yes / No

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

.....

(Signature with date)

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

For and on behalf of

.....

.....

(Name, address and stamp of the tendering firm)



SECTION XIII- BANK GUARANTEE FORM FOR EMD

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

Beneficiary:

Bank Note Paper Mill India Private Limited

Administrative Building,

Paper Mill Compound, Note Mudran Nagar,

Mysuru- 570003, Karnataka, India

Date:.....

Bank Guarantee No:.....

Whereas.....(hereafter Called the "Tenderer") has submitted its quotation dated.....for the supply of..... (hereinafter called the "tender") against Bank Note Paper Mill India Private Limited's tender enquiry No.....Know all persons by these presents that we.....of (hereinafter called the "Bank") having our registered office at.....

Are bound unto Bank Note Paper Mill India Private Limited (hereinafter called the "BNPMIPL") in the sum of for which payment will and truly to be made to the said BNPMIPL, the Bank binds itself, its successors and assigns by these presents.

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

The conditions of this obligation are -

1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

2) If the tenderer having been notified of the acceptance of his tender by BNPMIPL during the period of its validity:-

a) Fails or refuses to furnish the performance security for the due performance of the contract.

b) Fails or refuses to accept/ execute the contract.

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

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

.....
Signature of the authorized officer of the Bank)

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



SECTION XIII- BANK GUARANTEE FORM FOR EMD

Checklist for Bank Guarantee:

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

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



SECTION XIV- MANUFACTURER'S AUTHORIZATION FORM

**NOT APPLICABLE TO THIS
TENDER DOCUMENT**



SECTION XV- BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

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

Beneficiary:

Bank Note Paper Mill India Private Limited
Administrative Building, Entry Gate 1,
Paper Mill Compound, Note Mudran Nagar,
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) (herein after called "the contract").

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)

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

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



SECTION XV- BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

Checklist for Bank Guarantee:

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

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



**NOT APPLICABLE TO THIS
TENDER DOCUMENT**



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

**NOT APPLICABLE TO THIS
TENDER DOCUMENT**



**SECTION XVIII- SHIPPING ARRANGEMENTS FOR LINER
CARGO'S**

**NOT APPLICABLE TO THIS
TENDER DOCUMENT**



SECTION XIX- PROFORMA OF BILLS FOR PAYMENT

**NOT APPLICABLE TO THIS
TENDER DOCUMENT**



SECTION XX- PROFORMA FOR PRE-CONTRACT INTEGRITY PACT

(To be submitted on Rs. 200/- stamp paper)

INTEGRITY PACT

The Bank Note paper Mill India Private Limited having its registered and corporate office at Administrative Building, Entry Gate 1, Paper Mil Compound, Note Mudran Nagar, Mysuru 570003 hereinafter referred to the "PURCHASER"

AND

..... (Name and Address of the bidder) hereinafter referred to as the SUPPLIER

The PURCHASER has issued tender, under laid down organizational procedures contract(s) for Providing Project Management Consultancy Services for setting up two lines of CWBN Paper with total capacity of 12000 TPA Paper Mill at Balasore, Odisha, India. The PURCHASER values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its SUPPLIER

In order to achieve these goals, the PURCHASER will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

1. Commitments of the PURCHASER

- 1.1** The PURCHASER commits itself to take all measures necessary to prevent corruption and to observe the following principles:
- 1.2** No employee of the PURCHASER, personally or through family members will in connection with the tender for, or the execution of a contract, demand, take a promise for, or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- 1.3** The PURCHASER will during the tender process treat all BIDDER(s) with equity and reason. The PURCHASER will in particular, before and during the tender process, provide to all BIDDER(s) the same information and will not provide to any BIDDER(s) confidential /additional information through which the BIDDER(s) could obtain an advantage in relation to the tender process or the contract execution.
- 1.4** The PURCHASER will exclude from the process all known prejudiced persons.
 - a.** If the PURCHASER obtains information on the conduct of any of its employees which is criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the PURCHASER will initiate necessary disciplinary proceedings or any other action as deemed fit including criminal proceedings.

2. Commitments of SUPPLIERS

- 2.1** The SUPPLIER commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - (a)** The SUPPLIER will not, directly or through any other person or firm, offer, promise or give to any of the PURCHASER's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.



SECTION XX- PROFORMA FOR PRE-CONTRACT INTEGRITY PACT

- (b) The SUPPLIER will not enter with other SUPPLIERS into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The SUPPLIER will not commit any offence under the relevant IPC/PC Act, further the SUPPLIER will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the PURCHASER as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.
- (d) The SUPPLIER of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly the BIDDER of Indian Nationality shall furnish the name and address of the foreign Principals, if any. Further, all the payments made to the Indian agent/ representative have to be in Indian Rupees only.
- (e) The BIDDER will, when presenting his bid, disclose any and all payment he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (f) A person signing Integrity pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter

2.2 The BIDDER(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3. Disqualification from tender process and exclusion from future contracts:

If the SUPPLIER, before award or during execution has committed a transgression through a violation of Section 2, above or in any other firms such as to put his reliability or credibility in question, the PURCHASER is entitled to disqualify the bidder from the tender process or to take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

4. Compensation for damages:

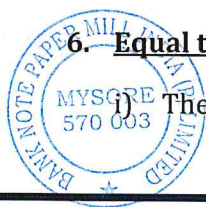
- 1. If the PURCHASER has disqualified the BIDDER from the tender process prior to the award according to Section 3, the PURCHASER is entitled to demand and recover the damages equaling to Earnest Money Deposit/ Bids Security.
- 2. If the PURCHASER, has terminated the contract according to Section 3, or if the PURCHASER is entitled to terminate the contract according to Section 3, the PURCHASER shall be entitled to demand and recover from the SUPPLIER Liquidated damages of the contract value or the amount equaling Performance Bank Guarantee.

5. Previous Transgression:

- 1. The SUPPLIER declares that no previous transgressions occurred in the last three years in any other company in any country confirming to the anti-corruption approach or any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2. If the SUPPLIER makes in correct statement on this subject, he can be disqualified from the tender process or action can be taken.

6. Equal treatment of all SUPPLIERS:

- 1) The SUPPLIER undertakes to demand from all sub-contractors a commitment in



SECTION XX- PROFORMA FOR PRE-CONTRACT INTEGRITY PACT

conformity with this Integrity Pact, and to submit it to the PURCHASER before contract signing.

- ii) The PURCHASER will enter into agreements with identical conditions as this one with all BIDDERS.
- iii) The PURCHASER will disqualify from the tender process all BIDDERS who do not sign this Pact or violate this provisions.

7. Criminal charges against violating SUPPLIER:

If the PURCHASER obtains knowledge of conduct of a SUPPLIER or of an employee or a representative or an associate of a BIDDER/ SUPPLIER/sub vendor which constitutes corruption, or if the PURCHASER has substantive suspicion in this regard, the PURCHASER will inform the same to the Chief Vigilance Officer of the company/ Managing Director of the Company.

8. Independent external monitor/monitors:

1. The PURCHASER has appointed independent external monitor for this pact as per below details:

Shri Salil Kumar Jha

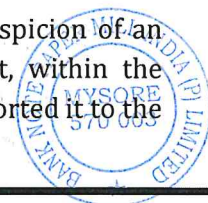
E-mail: skjha_lck@rediffmail.com

The task of the monitor is to review independently and objectively, whether and to what extent the parties compliant with the obligations under this agreement.

2. The monitor is not subject to instructions by the representatives of the parties and performs his function neutrally and independently and report to MD.
3. The SUPPLIER accepts that the Monitor has right to access without restriction to all project documentation of the PURCHASER including provided by the SUPPLIERS. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, un-restricted and un-conditional access to his project documentation. The same is applicable to sub-contractors.

The Monitor is under contractual obligation to treat the information and documents of the bidder with confidentiality.

4. The PURCHASER will provide to the Monitor sufficient information about all meetings among the SUPPLIERS related to the project provided such meetings could have an impact on the contractual relation between the PURCHASER and the SUPPLIERS. The SUPPLIERS offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believe to notice, a violation of this agreement, he will sole inform the Management of the PURCHASER and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit Non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Managing Director, within 8-10 weeks from the date of reference or intimation to him by the PURCHASER and should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Managing Director, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Managing Director has not, within the reasonable time taken visible action to proceed against such offence or reported it to the



SECTION XX- PROFORMA FOR PRE-CONTRACT INTEGRITY PACT

Chief Vigilance Officer, the Monitor may also transmit this information directly to the Chairman/Board of Directors.

8. The word 'Monitor' would include both singular and plural.

9. Pact Validity:

The validity of this Integrity Pact shall be from the date of its signing and valid for 60 days after complete conclusion of the contractual obligations to the complete satisfaction of both the PURCHASER and the BIDDER and after completion of warranty period. In case the BIDDER is unsuccessful this Integrity Pact shall expire after five months from the date of the signing of the contract. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Managing Director.

10. Other Provisions:

1. This agreement is subject to Indian Law, Place of performance and Jurisdiction is the Registered Office of the PURCHASER i.e. Mysore.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, if any, the clause in the Integrity Pact will prevail.

For and on behalf of

**BANK NOTE PAPER MILL INDIA
PRIVATE LIMITED**

(PURCHASER)

Address:

Administrative Building, Paper Mill
Compound, Note Mudran Nagar, Mysore
570 003, Karnataka, India

In the presence of:

1.

2.

For and on behalf of

(SUPPLIER)

Address:

In the presence of:

1.

2.

