FNot Transferable
Security Classification: Non-Security

बैंक नोट पेपर मिल् इण्डिया प्रा. लिमिटेड
BANK NOTE PAPER MILL INDIA PVT LIMITED
JV of SPMCIL - A Govt. of India Enterprises & BRBNMPL - A Subsidiary of RBI

TENDER DOCUMENT FOR AMC OF LANDSCAPE AND HORTICULTURE WORKS AT BNPMIPL, MYSURU

This tender document contains 97 Pages

Tender Enquiry No.	**BNPM/OTE/306/2026-27**
Tender issuing date	**17.11.2026**
Pre bid meeting date	**Not applicable**
Due date & time for bid submission	**08.12.2026 at 1100 hrs.**
Due date & time for bid opening	**08.12.2026 at 1130 hrs.**
Mode of bid submission	**ONLINE**
Type of tender	**OPEN TENDER ENQUIRY (OTE)**
Tender Processing Fee	**Rs. 3,000/- + Taxes**
Details of contact person	**Deputy General Manager (SCM)** **0821-2401111/189/191**

Registered & Corporate Office:
Administrative Building
Gate 1, Paper Mill Compound
Note Mudran Nagar, Mysuru – 570 003.
Karnataka. India.
Telephone No. 0821 – 2401 111
e-mail: scm.tender@bnpmindia.com
website: www.bnpmindia.com

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SECTION I: NOTICE INVITING TENDER (NIT)

1. Notice Inviting Tender (NIT)

Bank Note Paper Mill India Private Limited (hereinafter referred to as **BNPM/BNPMIPL/Purchaser/Procuring Entity**) is a joint venture company of Security Printing & Minting Corporation of India Limited (**SPMCIL**), a public sector undertaking wholly owned by Government of India under Ministry of Finance and Bhartiya Reserve Bank Note Mudran Private Limited (**BRBNMPL**), a wholly owned subsidiary of RBI. The company is located in heritage city of Mysuru (Karnataka) and is engaged in manufacturing of Banknote paper.

Now, the Procuring Entity invites bids for entering into a contract for Providing AMC service of Landscape and Horticulture works at BNPMIPL- Mysuru (hereinafter referred to as 'the Service'). This Tender Document reference number, BNPM/OTE/306/2026-27 (hereinafter referred to as 'the Tender Document'), gives further details.

2. The Tender Document

2.1 Bidders must read the complete 'Tender Document'.

2.2 Availability of the Tender Document

The Tender Document will be available at BNPM website www.bnpmindia.com, CPP Portal and www.tenderwizard.com/BNP for download after the date and time of publication as mentioned in TIS.

2.3 Clarifications

A Bidder requiring any clarification regarding the Tender Document may ask in writing/ electronically from Office/ Contact Person as mentioned in TIS, provided they are raised before the clarification end date mentioned in TIS.

3. Eligibility Criteria for Participation in this Tender

Subject to provisions in the Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification criteria'. Bidder shall be required to declare fulfilment of Eligibility Criteria in Form 1.2 (Eligibility Declarations).

4. Purchase Preference Policies of the Government

As detailed in the Tender Document, the Procuring Entity reserves it's right to grant preferences to eligible Bidders under various Government Policies/ directives (policies relating to Make in India; MSME; Start-ups etc.).

5. Submission of Bids:

1) Bids must be uploaded till the deadline for submission mentioned in TIS or as per subsequent Corrigendum issued (if any).
2) No manual Bids shall be made available or accepted for submission.
3) Bids must be submitted through e-portal www.tenderwizard.com/BNP only in following manner:
   a) Aspiring Bidders/Contractors who have not registered for e-tendering (e- procurement) should register through the website: www.tenderwizard.com/BNP.
   b) The e-portal registration charges of Rs. 3,000/- plus applicable taxes (per year) and e-portal tender processing fee of Rs. 3000/- plus applicable taxes are to be paid online at e-portal only.

c) Class III Digital Signature Certificate (DSC) is mandatory to participate in e-Tenders (e-procurement). 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.
d) For details, registration and e-payment, please visit e-tendering (e-procurement) website www.tenderwizard.com/BNP or contact **M/s. KEONICS Helpdesk at 080-45982100.**
e) Tenders are to be uploaded in Two-part bid system.
   i) Part-I - Prequalification Bid & Techno-commercial Bid: Scanned copy of technical offer (catalogue/brochure etc.), supportive documents related to eligibility criteria, Tax related documents etc. along with all sections of this tender (except Section – IX which has to be submitted as mentioned in Sl. No. 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 in excel format. Price offer submitted in any other format will be liable for rejection.
f) Interested tenderers may obtain further information about this requirement from the above office selling the documents.
g) Bidder must comply with the conditions of the eProcurement portal, including registration, compatible Digital Signature Certificate (DSC), tender processing fee etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.
h) ITB Clause10 (Signing and uploading of bids) may be referred for further detail.

4) Bidders must furnish Bid Security/Earnest Money deposit (EMD) or Bid Securing Declaration (BSD) as per Form 7, as applicable, in their bid as per format given therein. The EMD/BSD shall be drawn in favour of the authority stipulated in TIS. Bids not complying with these provisions shall be rejected.

6. Bid Opening

Bids received shall be opened at the specified date and time given in TIS. If the office is closed on the specified date of opening of the bids, the opening shall be carried out on the next working day at the same time.

7. Disclaimers and Rights of Procuring Entity

The issue of the Tender Document does not imply that the Procuring Entity is bound to select bid(s), and it reserves the right without assigning any reason to
a) reject any or all of the Bids, or
b) cancel the tender process; or
c) abandon the procurement of the Services; or
d) issue another tender for identical or similar Services

Note: For further details, please refer to appended TIS and the complete Tender Document.

Yours faithfully,
For and on behalf of BNPMIPL
-sd-

Deputy General Manager

APPENDIX: Tender Information Summary (TIS)

APPENDIX TO NIT: TENDER INFORMATION SUMMARY

Tender Information Summary (TIS)			
1.0 Basic Tender Details			
Tender Title	Providing AMC service of Landscape and Horticulture works at BNPMIPL-Mysuru		
Tender Reference Number	**BNPM/OTE/306/2026-27 dated 17.11.2026**		
Tender Type	Open Tender Enquiry	**No. of Covers**	Two Bid System
Bidding System	Single Stage Two Envelops System (Two Bid System)	**Tender Category**	Service
Evaluation Basis	Overall L1 on effective price basis	**Part quotation allowed or not**	Not Allowed
2.0 Requirement Details (ITB-clause 5.0)			
Contract Period	One (01) year, extendable for another two (02) years on yearly extension basis subject to satisfactory performance at the end of every year keeping same quoted price and tender terms & conditions.		
Schedule	Refer Scope of Service in Section VII		
Service Details	To Provide AMC service of Landscape and Horticulture works at BNPMIPL-Mysuru, Refer detail Scope of Service in Section VII		
3.0 Critical Dates			
Published date	**17.11.2026 11:00 hrs.** (Indian Standard Time (IST)	**Bid Validity (Days from the date of Bid Opening) – ITB-clause 9.3**	120 days
Bid Submission Closing Date & Time	**08.12.2026, 11:00 hrs.** (Indian Standard Time (IST)	**Bid Opening (Techno-commercial bid) Date & Time**	**08.12.2026 11:30 hrs.** (Indian Standard Time (IST)
Clarification End Date & Time	Should not be later than 7 days prior to prescribed date of bid submission.		
4.0 Eligibility to Participate (NIT-clause 3 and ITB-clause 3.2)			
Is this service reserved for exclusive procurement from MSEs	NO		
Minimum local content for eligibility to Participate (ITB-clause 4.1: Make in India Policy)	50%		
Classes of Local Suppliers eligible to participate (ITB-clause 4.1: Make in India Policy)	Only Class I Local Suppliers		
5.0 Thresholds for Eligibility to Participate and Preference (ITB-clause 4)			
5.1 Under Make in India Policy			
Classification of Local Suppliers based on Minimum local content	Class-I Local Supplier: 50% and above. Class-II Local Supplier: more than 20% but less than 50%. Non-Local Supplier: less than 20%.		
The margin of purchase preference (Under Make in India)	Only Class I Local suppliers are eligible to participate in the tender, as all the participating		

APPENDIX TO NIT: TENDER INFORMATION SUMMARY

Tender Information Summary (TIS)	
	bidders are Class I Local suppliers hence purchase preference under MII is not applicable.
Is the requirement divisible for preference	NO
Would the contract be split among more than one bidder	NO
5.1 Under MSE	
EMD exemption under MSE	Only for MSE with major activity as "Manufacturers" and "Service Providers" as per UDYAM.
Relaxation in Experience & Turnover under MSE (As per Sec VIII)	Only against Turnover for MSEs with applicable NIC as per UDYAM.
The margin of purchase preference under MSE	L1+15% (To be provided if L1 being non-MSE or L1 being MSE without applicable NIC as per UDYAM)
Is the requirement divisible for preference	NO
Would the contract be split among more than one bidder	NO
5.3 Under Start Up	
EMD exemption	Only for Valid Start -Up as authroised by DPIIT for the tendered service
Relaxation in Experience & Turnover (As per Sec VIII)	Only against Turnover for Valid Start -Up as authroised by DPIIT for the tendered service
Is the requirement divisible for preference	NO
Would the contract be split among more than one bidder	NO
6.0 Obtaining the Tender Document and clarifications (ITB-clause 7.0)	
Website & contact	a) Website www.tenderwizard.com/BNP b) Contact M/s. KEONICS Helpdesk at 080-45982100.
Office/ Contact Person/ email for clarifications	Contact No.- 0821 -2401 111/189/191. scm.tender@bnpmindia.com
7.0 Pre-bid Conference (ITB-clause 8)	
Pre-bid Conference applicable or not	Not Applicable
Place, time, and date of the Pre-bid Conference	Not Applicable
Time and date before which Written queries for the Pre-bid conference must be received	Not Applicable
Time and date before which registration of participants for the Pre-bid conference must be received	Not Applicable
8.0 Preparation, Submission and Opening of Bids (ITB-clause 9.0, 10.0 and 11.0)	
Bids to be Addressed to	The Deputy General Manager (SCM), Bank Note Paper Mill India Private Limited, Registered & Corporate Office, Paper Mill Compound, Note Mudran Nagar, Mysuru - 570 003. Karnataka. India.
Instructions for bid Submission	Online at e tender portal only.

APPENDIX TO NIT: TENDER INFORMATION SUMMARY

Tender Information Summary (TIS)			
Bid Opening Place	Bank Note Paper Mill India Private Limited, Registered & Corporate Office, Paper Mill Compound, Note Mudran Nagar, Mysuru - 570 003. Karnataka. India.		
Alternate Bids allowed or not	NO		
9.0 Bid Security (ITB-clause 9.4) and Performance Security (ITB-clause 13.1.3)			
EMD Amount	Rs. 2,15,000/- (Rupees Two Lakhs Fifteen Thousand only)	Performance Security	5% of total contract value (Including GST)
10.0 Additional Clauses			
Clause	**Description**		
Integrity Pact to be Signed and Submitted along with bid	NO		
Independent External Monitor, Name and Contact Details	1. Ms. Melattur Viswanathan Bhanumathi Email: bhanumathimv@gmail.com.		
Price Variation	Refer SCC, Sec V Clause: Firm Price /Variable Price		
Divisibility and Splitting of Tender Quantity	Tender is non-divisible and non-splitable.		

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

A. PREAMBLE

1. Introduction

1.1. This 'Tender Document' Document (hereinafter referred to as the 'the Tender Document') details the terms and conditions for entering into a contract for delivery of the Services (hereinafter called 'the Services') mentioned in Section VI: "Schedule of Requirements". Bidders must go through the complete Tender Document for further details

1.2. The 'Services' may include incidental Goods and Works if so indicated. In this Tender Document, any generic reference to 'Services' shall be deemed to include such incidental Goods and Works.

1.3. Definitions, interpretations, document conventions and abbreviations which have been used in these documents shall have the meanings as indicated in GCC.

1.4. These tender documents have been issued for the requirements mentioned in Section- VI - "Schedule of Requirements" and Section – VII – "Scope of Service, Performance Standards and Quality Assurance" which also indicates, inter-alia, the required delivery of service.

1.5. This section (Section II – "Instruction to Bidders" - ITB) provides the relevant information as well as instructions to assist the prospective bidders 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, ITB is not intended to be complete by itself and the rest of this document- AITB, GCC and SCC in particular may also be thoroughly studied before filling up the Tender Document.

1.6. There would be certain topics covered in ITB/ AITB as well as in GCC/ SCC from different perspectives. In case of any conflict between these, provisions of GCC/ SCC as applicable would prevail.

1.7. Whenever there is a conflict between the ITB and the AITB, the provisions contained in the AITB shall prevail over those in the ITB.

1.8. The Tender Document contains the sections as enlisted under "List of Contents" Page No. 2 of this tender document

2. Procuring Entity - Rights and Disclaimers

2.1. Bids are to be addressed to concerned authority of procuring entity as defined in the tender, Bank Note Paper Mill India Private Limited, Mysore through the Head of Procurement, Procuring Entity in the Procuring Entity (headed by Head of the Procuring Entity).

2.2. Right to Intellectual Property and confidentiality

1) The Tender Document and associated correspondence are subject to copyright laws and shall always remain the property of the Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent.

2) However, Bidders may share these to prepare and submit its bid with its employees, or holding Company. Bidders shall obtain from them an undertaking of confidentiality similar to that imposed on Bidder under this clause.

3) This condition shall also apply to bidders who do not submit a bid after downloading it or who are not awarded a contract in the process.

4) The obligation of the Bidders under sub-clauses above, however, shall not apply to information that:
   a) now or hereafter is or enters the public domain through no fault of Bidder;
   b) is legally possessed by Bidder at the relevant time and was not previously obtained, directly or indirectly, from the Procuring Entity; or
   c) otherwise lawfully becomes available to Bidder from a third party that has no obligation of confidentiality.

5) The provisions of this clause shall survive completion or termination for whatever reason of the Tender Process or the contract.

2.3. Right to Reject any or all Bids

The Procuring Entity reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Service at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

2.4. Disclaimers

2.4.1 Regarding Purpose of the Tender Document

The Tender Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Tender Document is to provide the Bidder(s) with information to assist them in participation in this Tender Process.

2.4.2 Regarding Documents/ guidelines

The Tender Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the bidders/ contractors and the Procuring Entity. No other Government or Procuring Entity's document/ guidelines/ Manuals including its Procurement Manual (for internal and official use of its officers), notwithstanding any mention thereof in the Tender Document, shall have any locus standii in such a relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in any legal or dispute resolution or grievance redressal proceedings.

2.4.3 Regarding Information Provided

Information contained in the Tender Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the Tender Document or subject to which that was provided. Similar terms apply to information provided in documentary or any other written communication by the Procuring Entity or any of its employees or associated agencies.

2.4.4 Regarding Tender Document:

1) The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Procuring Entity, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

2) The Procuring Entity, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account.

3. Bidders - Eligibility and Preferential Policies

3.1 Bidders

Subject to provisions in the following clauses in this section and provisions in Tender Document, this invitation for Bids is open to all bidders who fulfil the 'Eligibility Criteria' and 'Qualification Criteria' stipulated in the Tender Document.

3.2 Eligibility Criteria for participation in this Tender

1) Subject to provisions in this Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification criteria'. Bidder should meet (as on the date of his bid

submission and should continue to meet till the award of the contract, as applicable) the 'Eligibility Criteria' detailed hereunder, which shall be considered to be part of this clause of ITB. Bidder shall submit a declaration about the 'Eligibility Criteria' compliance in Form 1.2 – Eligibility Declarations.

2) The Bidder:
   1) Must
      a) be a natural person, private entity, or public entity (State-owned enterprise or institution).
      b) not be (or proposes to be, a Joint Venture/ Consortium (an association of several persons, firms, or companies - hereinafter referred to as JV/C)).
      c) a provider of the Non-consultancy Services offered with valid registration regarding GSTIN, PAN, EPF, ESI, Labour, Private Security Agencies, as applicable to the subject Services and tender requirement.
   2) Must:
      a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons.
      b) (Including their affiliates or subsidiaries (Note: Sub- contracting is not allowed for this tender) for any part of the contract)
         (i) Not stand declared ineligible/ blacklisted/ banned/ debarred by Security Printing & Minting Corporation India Limited (SPMCIL)/ Bharatiya Reserve Bank Note Mudran (P) Limited (BRBNMPL)/ BNPM/ RBI/ any Government Agency from participation in its Tender Processes; and/ or
         (ii) Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by departments/ agencies of Government of India as mentioned in subclause (i) above from participation in Tender Processes of all of its entities, for:
         - offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
         - offences under the Bharatiya Nyaya Sanhita or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
         - suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.
         (iii) Not have changed its name or created a new business entity as covered by the definition of "Allied Firm", consequent to having been declared ineligible/ suspended/ blacklisted/ banned/ debarred as above;
         (iv) Not have an association (as a bidder/ partner/ director/ employee in any capacity) of the near relations of executives of Procuring Entity involved in this Tender Process.
      c) Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition.
3) must fulfil any other additional eligibility condition, if any, as may be prescribed, in TIS or elsewhere in Tender Document.
4) must provide such evidence of their continued eligibility to the Procuring Entity if so requested.
5) Only Class-I Local Suppliers (as defined in Make-in-India policy) shall be eligible subject to certain conditions as detailed in the ITB-clause 4.1.
6) from specified countries having land borders with India (but not in development partnership with India) shall be eligible subject to certain conditions as detailed in the ITB-clause 3.3.

3.3 Eligibility of bidders from specified countries

Orders issued by the Government of India restricting procurement from bidders from certain countries that share a land border with India shall apply to this procurement.

1) Any bidder (as defined in GCC-clause 1.2) from a country that shares a land border with India, excluding countries as listed on the website of the Ministry of External Affairs, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (hereinafter called 'Restricted Countries') shall be eligible to bid in this tender only if Bidder is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Bidders shall enclose the certificate in this regard in Form 1 - Bid Form. Further, any bidder (including bidder from India) having specified Transfer of Technology (TOT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.
2) In Bids for Turnkey contracts, including Works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, the bidders shall enclose the certificate in Form 1: Bid Form.
3) If Bidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the contractors/vendors from such countries, such contractor/vendor shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and sub-assemblies from such countries' vendors, such vendors/ shall not require registration.
4) "Bidder from such Restricted Countries" means: -
   a) An entity incorporated, established, or registered in such a country; or
   b) A subsidiary of an entity 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 Indian (or other) agent of such an entity; or
   f) A natural person who is a citizen of such a country; or
   g) A consortium/ joint venture where any member falls under any of the above
5) The beneficial owner shall mean:
   a) In a company or Limited Liability Partnership, the beneficial owner is the natural person(s). Whether acting alone or together or through one or more juridical persons, controlling ownership interest or exercises control through other means.
      Explanation-
      i) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of the company's shares or capital, or profits.
      ii) "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;
   b) In the case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical persons, has ownership of entitlement to more than fifteen percent of capital or profits.
   c) 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 juridical 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;

d) 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.

e) In case of a trust, the identification of beneficial owner(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.

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

7) 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.

8) However, in case a bidder has proposed to supply finished goods procured directly/indirectly from the contractors from the countries sharing land border with India, such contractor will be required to be registered with the competent authority.

9) The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

3.4 Conflict of Interest.

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

1) If its personnel have a close personal, financial, or business relationship with any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;

2) The bidder (or his allied firm as defined by DOE, MOF, GOI) provided services for the need assessment/procurement planning of the Tender process in which it is participating;

3) Participation in any capacity by a Bidder in more than one bid shall result in the disqualification of all bids in which he is a main/principal/lead bidder.

4. Policies of the Government

The Procuring Entity reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

1) Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017" (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.

2) Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.

3) Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\2120 -PPD dated 25.07.2016 and subsequent clarifications; and/ or

4) Any other category of Bidders, as per any Government Policies, announced from time to time, if so, provided in the TIS/ ITB/AITB.

4.1 Make in India (MII):

For the captioned tender, considering the availability of sufficient local sources, only Class I Local suppliers (Local Content :50%) are allowed to participate for this tender. As all the techno commercially, qualified bidders will fall under Class I Local supplier category thereby purchase preference will be applicable for relevant MSE category only and not for MII category.

However, an MII bidder has to substantiate their Class I Local Supplier category (under MII) by submitting declaration as per Form 1.2 (Eligibility Declaration) for qualification.

4.2 Micro & Small Enterprises (MSE):

4.2.1 Relaxation for turnover & experience

1) Micro and Small Enterprises (MSEs) should have valid UDYAM Registration Certificate to avail this benefit under preference for Micro and Small Enterprises (*MSEs) **for turnover criteria only. Refer Sec VIII for detail.**

2) MSMEs having major activity as "Trading" for availing benefits of Priority Sector Lending (PSL) only are excluded from the purview of the policy. Any other benefits, including provisions of delayed payments as per MSMED ACT 2006 are excluded.

3) Tenderer's applying for this benefit has to claim the same in Form 1.2 of the tender document.

4) Relaxation benefit to turnover and experience (as prescribed in Sec VIII, Qualification Criteria of the tender) will be given to those bidders, who are registered under tendered service group (i.e. NIC code as applicable).

5) This benefit will be given to those bidders, who are registered under tendered service group (i.e. NIC code as applicable).

4.2.2 Purchase preference

1) Micro and Small Enterprises (MSEs) should have valid UDYAM Registration Certificate to avail purchase preference under preference for Micro and Small Enterprises (*MSEs).

2) MSMEs having major activity as "Trading" for availing benefits of Priority Sector Lending (PSL) only are excluded from the purview of the policy. Any other benefits, including provisions of delayed payments as per MSMED ACT 2006 are excluded.

3) Tenderer's applying for purchase preference benefit has to claim the same in Form 1.2 of the tender document.

4) Relaxation benefit to turnover and experience (as prescribed in Sec VIII of the tender) will be given to those bidders, who are registered under tendered service group (i.e. NIC code as applicable in UDYAM).

5) Purchase Preference benefit will be given to those bidders, who are registered under tendered service group (i.e. NIC code as applicable in UDYAM).

4.3 Start-Up:

4.3.1 Relaxation of turnover and experience

This benefit will be provided to star-ups **for turnover criteria only** against submission of valid (i.e valid up to bid validity period) certificate of recognition issued by DPIIT as start-up for providing the tendered services. **(Refer Sec VIII for detail)**

5. The schedule of requirements

5.1 Quotation for all schedules and services:

1) Unless otherwise stipulated in the Tender Document, Bidder must quote for all the schedules (and all the Services in a Schedule) in the Schedule of Requirement and Price Schedule; otherwise, his bid would be rejected as nonresponsive.
2) Facilities (if any) to be provided to the contractor by Procuring Entity shall be mentioned in Sec V & Sec VII.

5.2 Contract period:

Unless otherwise defined in AITB, the contract period shall be for one year extendable for another four months at the discretion of procuring entity.

6. Bid Prices, Taxes and Duties

6.1 Prices

6.1.1 Competitive and independent price

1) The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
   a) those prices; or
   b) the intention to submit an offer; or
   c) the methods or factors used to calculate the prices offered.
2) The prices should neither be nor shall be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

6.1.2 Undue Profiteering

1) Controlled Price, if any: The price quoted by Bidder shall not be higher than the controlled price fixed by law for the Services, if any, or where there is no controlled price, it shall not exceed the prices or contravene the norms for fixation of prices if any, laid down by Government or where the Government has fixed no such prices or norms, it shall not exceed the price appearing in any agreement, if any, relating to price regulation by any industry.
2) Undue profiteering: If the price quoted is higher than the controlled price in the sub-clause above, Bidder shall specifically mention this fact in his bid giving reasons for quoting a higher price(s). If he fails to do so or makes any misstatement, it shall be lawful for the Procuring Entity either to revise the price at any stage to bring it in conformity with the sub-clause (1) above or to terminate the contract for default as per the contract and avail all the remedies available therein in addition to other punitive actions for violation of Code of Integrity.

6.1.3 Price components

Bidder shall indicate in the Price Schedule all the specified components of prices shown therein, including the unit prices and total bid prices. Quotation of 'Nil" Service charge shall be rejected as nonresponsive.

6.1.4 Price Schedule

1) Bidders are to upload only the downloaded price bid (in excel format) from e -tendering portal after entering the relevant fields without any alteration/ deletion/ modification of other portions of the excel sheet. All the columns shown in the price schedule should be filled up as required.
2) Bidders shall fill in their rates other than zero value in the specified cells without keeping it blank.
3) The quoted price shall be considered to include all relevant financial implications, including inter-alia the scope of the Services to be delivered and the incidental goods/ works to be supplied, location of the bidder, site(s) of the delivery of Services, terms of delivery, extant rules and regulations relating to taxes, duties, customs, transportation, environment, labour, Private Security Agencies, Mining & Forest of the bidder's country and in India.

6.1.5 Provisions of GST

Break up of different price elements, i.e., as per GST Act, shall be indicated separately, along with its associated HSN code/SAC and GST rate and as per the provision provided in price schedule. While quoting the basic rate, the bidder should offset the input credit available as per the GST Act. Please refer to ITB-Clause 6.3 for further details.

6.1.6 Currencies of Bid and Payment

Unless otherwise stipulated in the Tender Document, the currency of bid and payment shall be quoted by Bidder entirely in Indian Rupees. All payments shall be released in Indian Rupees only.

6.1.7 Non-compliance

Tenders, where prices are quoted in any other way, shall be rejected as nonresponsive.

6.2 Firm/Variable Price

Unless otherwise stipulated in the AITB, prices quoted by Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

6.3 Goods and Services Tax (GST)

6.3.1 GST Registration Status

1) All the bidders should ensure that they are GST compliant and their quoted tax structure/ rates as per GST Act/ Rules.
2) Bidder should be registered under GST and furnish GSTIN and GST Registration Certificate in their offer unless they are specifically exempted from registration under specific notification/ circular/ section/ rule issued by statutory authorities.
3) If the bidder has multiple business verticals in a state and has separate registrations for each vertical, the GSTIN of each vertical concerned with the supply and service involved, as per the scope of the Schedule of Requirements and Price Schedule shall be quoted.
4) If the supply/ service is from multiple states, the bidder should mention GST registration numbers for each state separately.
5) **Composition scheme:** If the Bidder has opted for a composition levy under Section 10 of CGST, he should declare the fact while bidding along with GSTIN and GST registration certificate.
6) **Exemption from Registration:** If a bidder is not liable to take GST registration, i.e., having turnover below threshold, he shall submit undertaking/ indemnification against tax liability. The bidder claiming exemption in this respect shall submit a valid certificate from a practising Chartered Accountant (CA)/ Cost Accountant with the Unique Document Identification Number (UDIN) to the effect that the bidder fulfils all conditions prescribed in notification exempting him from registration. Such bidder/ dealer shall not charge any GST and/ or GST Cess in the bill/ invoice. In such case, applicable GST shall be deposited under Reverse Charge Mechanism (RCM) or otherwise as per GST Act by the Procuring Entity directly to concerned authorities. Bidder should note that his offer would be loaded with the payable GST under the RCM. Further, the bidder should notify and submit to the Procuring Entity within 15 days of becoming liable for registration under GST.
7) Bidders must also consider the benefits of input tax credit under the GST legislations, as amended from time to time, on Input goods/Capital goods / Input Services while quoting the prices.
8) In their bids, the bidders shall indicate the details of their GST Jurisdictional Assessing Officers (Designation, address, email ID). In case of a contract award, the Purchaser (Procuring Entity) shall immediately forward a copy of the LOA/Purchase Order to the Jurisdictional Assessing Officer mentioned in the bidder's bid
9) The Procuring Entity's state-wise GSTINs shall be indicated in Tender Documents. (GST No. of BNPM: 29AAECB3245M1ZF)

6.3.2 HSN Code, SAC and GST Rate

1) HSN (Harmonized System of Nomenclature) code for the goods and SAC (service Accounting Code) for services provided (if any) in the Tender Document is only

indicative. It shall be the responsibility of Bidder to ensure that they quote the exact HSN Code / SAC and corresponding GST rates for the goods/services they offer.

2) As per the GST Act, the bid and contract must show the GST Tax Rates (and GST Cess if applicable) and GST Amount explicitly and separately from the bid/ contract price (exclusive of GST). So, if a Bidder asks for GST (and GST Cess if applicable) to be paid extra, the rate and nature of such applicable taxes should be shown separately. Bidders should quote 'GST' if payable extra on the total basic rate of each cost element and quote GST in '%' inclusive of cess.
3) If the price is stated to include GST, the bidder must declare the current GST rate (and GST Cess, as applicable) included in the price.
4) If GST, other taxes, or duties are not specified, or the column is left blank in the price schedule, it shall be presumed that no such tax/ levy is applicable or payable by the Procuring Entity. No Statutory Variation in GST shall be paid in such a case.
5) As per the GST Act, the bid and contract must show the GST Tax Rates and GST Amount explicitly and separate from the bid/ contract price (exclusive of GST). If the price is stated to be inclusive of GST, the current rate included in the price must be declared by the bidder.
6) If a Bidder asks for GST to be paid extra, the rate and nature of such taxes applicable should be shown separately. Bidders should quote 'GST' if payable extra on the total basic rate of each cost element and quote GST in '%' inclusive of cess.

6.3.3 Refund from contractor/service provider

A certificate is to be submitted by the contractor/service provider that the contractor/ service provider has submitted the bill considering future refunds/ credits/ adjustments.

6.3.4 Statutory Duties/Taxes/Levies that are to be borne by the bidder:

Following Statutory Duties/ Taxes/ Levies are to be entirely borne by the bidder, including any statutory variations thereon and the Procuring Entity would not be responsible for these:

a) Personal and Corporate Tax: Bidder shall bear all Personal/ Corporate taxes imposed on owners/ company or their employees.
b) Taxes on Vendors (Supply Chain): Bidder shall bear all taxes, including GST, as may be imposed on Contractor or supply-chain.
c) Duties/ Taxes on Raw Materials (If any): The Procuring Entity is not liable for any claim from the contractor on account of fresh imposition and/ or increase (including statutory increase) of GST, customs duty, or other duties on raw materials and/ or components used directly in performance of services during the pendency of the contract unless such liability is expressly agreed to in terms of the contract.

6.3.5 The bidder shall consider the following points regarding GST

1) In case of unregistered bidders, the rate and amount of GST shall be shown as "Nil".
2) In case of a compounding dealer, GST shall be quoted as "Nil" as compounded dealers cannot collect GST from the consumers. The price quoted therefore shall be construed as all inclusive.
3) In case of work contracts or pure labour contracts, the bidder shall quote single GST rate for the work.
4) In case of composite supplies, i.e., a supply consisting of one principal supply and other ancillary supplies, the supply will attract the GST Rate of the principal supply. For example, if Item A in the supply order is the major or principal supply and other items are ancillary supplies, the bidder shall quote the GST Rate applicable to the principal goods (i.e., Item A) being supplied.
5) In case of mixed supply, i.e., a combination of two or more individual goods made together for a single price (each of these items can be supplied separately and is not dependent on any other), the total supply will attract the GST rate of the item which has the highest rate of tax. For example, if Item A in the mixed supply attracts highest rate of tax, the bidder shall quote the GST rate applicable to item A for total mixed supply.
6) In case of supplies which are neither composite nor mixed supplies, the bidder shall quote the GST Rate applicable to each item of supply separately.
7) Bidders to quote proper HSN/SAC in their bid. If there is any difference of opinion regarding classification in HSN/SAC code, the bidder shall seek clarification/raise query within the given time from the date of tender and it would be clarified before submitting the bid. Once clarified then that will be final & binding and no deviation shall be granted.
8) TDS as applicable under GST Act and Income tax Act shall be deducted.
9) Procuring entity at its discretion may obtain a certificate from the successful bidder (Contractor) that the service provider has submitted the bill considering future refunds/ credits/ adjustments.

6.4 Payments

6.4.1 General

Unless otherwise stipulated in SCC, Payment terms laid down in GCC shall be applicable.

6.4.2 No Advance Payments

Unless otherwise stipulated, no advance payment of any type (Mobilization, secured advances etc.), shall be made by the Procuring Entity to the contractor. If so, provided the conditions for such advances shall be as per conditions stipulated therefor.

7. Downloading the Tender Document; Corrigenda and Clarifications

7.1 Downloading the Tender Document

The Tender Document shall be published and be available for download as mentioned in TIS. The Bidders can obtain the Tender Document after the date and time of the start of availability till the deadline for availability.

7.2 Corrigenda/ Addenda to Tender Document

Before the deadline for submitting bids, the Procuring Entity may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing a corrigenda and addenda. The corrigenda and addenda shall be published on Procuring Entity's website (https://www.bnpmindia.com) & E-Procurement portal: www.tenderwizard.com/BNP only. Corrigendum / Addendum, if any, shall be considered as part of tender document. The bidders' responsibility is to check the website(s) for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the Tender Document. After the procuring entity makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission as per ITB-clause 10.3 below.

7.3 Clarification on the Tender Document

A Bidder may seek clarification of the Tender Document from Office/ Contact Person/e-procurement Help Desk as mentioned in TIS, provided the clarifications are raised before the clarification end date mentioned in TIS. The query and

clarification shall be shared on the Procuring Entity's website only. Any modification of the Tender Document that may become necessary due to the clarification shall be made by the Procuring Entity through an Addendum/ Corrigendum issue under the sub-clause above.

8 Pre-bid Conference

1) If a Pre-bid conference is stipulated in the TIS, prospective bidders interested in participating in this tender may attend a Pre-bid conference to clarify techno-commercial conditions of the Tenders at the venue, date and time specified in the TIS. Participation in the Pre-bid conference is restricted to prospective bidders only.
2) Participation is not mandatory. However, if a bidder chooses not to (or fails to) participate in the Pre-bid conference or does not submit a written query, it shall be assumed that they have no issues regarding the techno/ commercial conditions.
3) The date and time by which the written queries for the Pre-bid must reach the authority and the last date for registration for participation in the Pre-bid conference are also mentioned in AITB.
4) Delegates participating in the Pre-bid conference must provide a photo identity and an authorization letter as per the format in Format 3: "Authorization for attending a Pre-bid Conference/Bid Opening" from their Company/ Principals; else, they shall not be allowed to participate. The pre-bid conference may also be held online at the discretion of the Procuring Entity. The pre-bid conference may also be held online at the discretion of the Procuring Entity.
5) After the Pre-bid conference, if required, a clarification letter and corrigendum to Tender Document shall be issued, containing amendments of various provisions of the Tender Document, which shall form part of the Tender Document. As per ITB clause 7.2 above, to give reasonable time to the prospective bidders to take such clarifications into account in preparing their bids, the Procuring Entity may suitably extend, as necessary, the deadline for the bid submission.

9 Preparation of Bids

9.1 The bid

9.1.1 Language of the bid

The bid submitted by Bidder and all subsequent correspondence and documents relating to the bid exchanged between Bidder and the Procuring Entity shall be written in English. However, the language of any printed literature furnished by Bidder in connection with its bid may be written in any other language provided a translation accompanies the same in the bid language. For purposes of interpretation of the bid, translation in the language of the bid shall prevail.

9.1.2 Acquaintance with Local Conditions and Factors

The Bidder, at his own cost, responsibility, and risk, is encouraged to visit, examine, and familiarize himself with all the site/ local conditions and factors. The Bidder acknowledges that before the submission of the bid, he has, after a complete and careful examination, made an independent evaluation of the Site/ local conditions, the legal, environmental, infrastructure, logistics, communications and any other conditions or factors of which would have any effect on the price to be quoted by him or affecting performance/ completion of the contract. Bidders shall themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time at relevant places. On such matters, the Procuring Entity shall have no responsibility and shall not entertain any request from the bidders in these regards.

For visiting BNPM, Mysore plant prior permission (Should not be later than 7 days prior to prescribed date of submission of tender) from BNPM, Mysore is to be obtained by prospective bidders. Email may be sent at scm.tender@bnpmindia.com in this regard.

9.1.3 Cost of Bidding

The Bidder(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission, and subsequent processing of their Bids, including but not limited to preparation, copying, e-Tender platform fee, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the Procuring Entity may require, or any other costs incurred in connection with or relating to their Bids. All such costs, losses and expenses shall remain with the Bidder(s), and the Procuring Entity shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Bidder(s) for participation in the Tender Process, regardless of the conduct or outcome of the Tender Process.

9.1.4 Interpretation of Provisions of the Tender Document

The provisions in the Tender Document must be interpreted in the context in which these appear. Any interpretation of these provisions far removed from such context or other contrived or between-the-lines interpretation is unacceptable.

9.1.5 Quote Quantities/ Prices in both Numerals and Words

Although the software on the e-Procurement Portal may convert quantities/ rates/ amounts in numerical digits in Bids to words, the bidders are advised to ensure that there is no ambiguity in this regard.

9.1.6 Alternative Bids not Allowed

Unless otherwise stipulated in the TIS/ AITB, conditional offers, alternative offers, multiple bids by a bidder shall not be considered.

9.2 Documents comprising the bid:

9.2.1 Techno-commercial bid/ Cover

"Techno Commercial Bid" shall include inter-alia the original or scanned copies of duly signed or digitally signed copies of the below documents in pdf format. Pdf documents should not be password protected. If so, stipulated in TIS/ AITB, specified originals or self-certified copies of originals shall also be required to be physically submitted as per instruction contained therein. No price details should be given or hinted at in the Techno Commercial bid else the bid will be rejected.

1) **Bid Security/Earnest Money Deposit (EMD) (or) Form 7:** Bid Security Declaration (BSD) in lieu of bid security in the format provided therein.
2) **Form 1: Bid Form:** (to serve as covering letter and declarations applicable for both the Techno Commercial Bid and Financial Bid);
   a) Form 1.1: Bidder Information;
   b) Form 1.2: Eligibility Declarations;
3) **Form 2: Schedule of Requirements - Compliance:** Bidders should fill this form to detail the Schedules of Services offered by them, maintaining the same numbering and structure. They may add additional details not covered elsewhere in their bid. They should highlight here any deviations/ exceptions/ reservations regarding Section VI: 'Schedule of Requirements', in a chart form, without any ambiguity or conditionality along with justification and supporting documents. Even in case of no deviation, please fill in confirmations and nil deviation statements. If mentioned elsewhere in the bid, such deviations shall not be recognised and shall be null and void.
4) **Form 3 – Scope of Service, Performance Standards and Quality Assurance - Compliance:** Bidder shall upload the required and relevant documents like technical data, literature, drawings, and other documents as applicable. to establish that the Services offered in the bid fully conform to the Services specified by the Procuring Entity in the Tender Document. Bidder is also required to provide clause by clause compliance/ deviation Statement in a chart form (without ambiguity or conditionality along with justification) relating to all Performance Standards, Quality Assurance, Methods Statement, and Work Plan parameters. Even in case of no deviation, please fill in confirmations and nil deviation statements. If mentioned elsewhere in the bid, such

deviations shall not be recognised and shall be null and void.

5) **Form 4: 'Qualification Criteria - Compliance':** Documentary evidence needed to establish the Bidder's qualifications as stipulated in Section VIII: Qualification Criteria as follows. Besides the stipulated documents, other supporting documents, literature, pamphlets may also be attached.
6) **Form 5 - Terms and Conditions - Compliance:** Bidder must comply with the entire commercial and other clauses of this Tender Document. Any deviations should be listed in a chart form without ambiguity or conditionality, along with justification and supporting documents. All such Statements and Documents shall be uploaded as Form 5. Even in case of no deviation, please fill in confirmations and nil deviation statements. If mentioned elsewhere in the bid, such deviations shall not be recognised and null and void.
7) **Form 6- Checklist for the Bidders:** Bidder must also submit the Checklist given in the Tender Document as Form 6 to confirm that he has complied with all the instructions in the Tender Document, and nothing is inadvertently left out. This checklist is only for general guidance and is not comprehensive, and does not absolve Bidder from complying with all the requirements stipulated elsewhere in the Tender Document.
8) If stipulated in TIS/ AITB, duly signed **Form 8: Integrity Pact**.
9) Any other format/ Form if stipulated in AITB or if considered relevant by the bidder.

9.2.2 Financial bid/ Cover

"Financial bid" shall comprise the Price Schedule (To be submitted separately as an excel sheet as prescribed in e-tendering portal) considering all financially relevant details, including Taxes and Duties as per **ITB clause 6.3.** No additional technical details, which have not been brought out in the Techno Commercial Bid shall be brought out in the financial bid.

9.3 Bid Validity

1) Unless specified to the contrary in the TIS/ AITB, Bids shall remain valid for a period not less than 120 days from the deadline for the bid submission stipulated in TIS. A bid valid for a shorter period shall be rejected as nonresponsive.
2) In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the Procuring Entity, the bid validity shall automatically be deemed to be extended up to the next working day.
3) In exceptional circumstances, before the expiry of the original time limit, the Procuring Entity may request the bidders to extend the bid validity period along with Bid Security / EMD for a specified additional period. The request and the bidders' responses shall be made in writing or electronically. A bidder may agree to or reject the request. A bidder who has agreed to the Procuring Entity's request for extension of bid validity, in no case, he shall be permitted to modify his bid.
4) In case such a refusal by bidder(s) to extend validity (hereinafter called not-extended bids) or withdrawal of offer within validity as per ITB Clause 10.4.2 (hereinafter referred as withdrawn bids), happens:
   a) before completion of the Techno-commercial evaluation, then the Techno-commercial evaluation (including the not-extended and withdrawn bids) shall be completed. If a not-extended or withdrawn bid qualifies in techno-commercial evaluation, financial bid(s) of such bidders shall also be opened, and action shall be taken as per sub-para below.
   b) after the techno-commercial evaluation but before the completion of the financial bid evaluation, then the financial bid evaluation (including not-extended and withdrawn bids) shall be completed.
      i) If a not-extended or withdrawn bid happens to be the L1 bidder (lowest acceptable bidder, who is techno-commercially qualified and would have been awarded a contract, but for his refusal to extend validity or withdrawal of bid within validity), the tender must be re-tendered.
      ii) In certain cases, there may be multiple L-1 bidders. In such cases, where a withdrawn bid also happens to be L-1, re-tendering may not be necessary. The procuring entity may continue with tender finalization, proceeding with the remaining L-1 bids.

9.4 Bid Security - Earnest Money Deposit (EMD) or BID Security Declaration

1) Bid security/Earnest Money Deposit (EMD) as stipulated in TIS shall be furnished in the form of Insurance Surety Bonds, account payee demand draft, or banker's cheque or Bank Guarantee (including e-Bank Guarantee) issued/ confirmed by any of the Scheduled Banks (as defined in section 2(e) of the RBI Act 1934) or Fixed Deposit Receipt or payment online in an acceptable form in an acceptable form valid for 45(forty-five) days beyond the final bid validity period in favour of Bank Note Paper Mill India Private Limited as EMD along with the techno-commercial bid:
2) **EMD exemption & relevant document submission (For MSEs, Start- Ups)**
   a) For MSE Bidders:
      i) Submission of EMD is exempted for Micro and Small enterprises (MSEs) as per the Public Procurement Policy for MSEs Order, 2018.
      ii) MSEs should have valid UDYAM registration certificate to avail EMD exemption.
      iii) Micro and Small Enterprises (MSEs) having major activity as "Manufacturers" and "Service Providers" as per UDYAM certificate are eligible for claiming EMD exemption. EMD exemption can be claimed irrespective of NIC code specified in UDYAM certificate.
      iv) An enterprise re-classified to "Medium" as per UDYAM Certificate may continue to avail EMD exemption from the enterprise type it was in before the re-classification (i.e. Small/Micro), for a period of three years from the date of such re-classification. An enterprise classified continuously as "Medium" beyond three cannot claim EMD exemption.
      v) MSME's having major activity as "Trading" for availing benefits of Priority Sector Lending (PSL) only as per UDYAM certificate are excluded from claiming EMD exemption. Such bidders are required to submit EMD as per tender, else their bid will be considered ineligible/ unresponsive and will be ignored.
      vi) Bid Security Declaration as per Form 7 is to be submitted by bidders along with its Techno Commercial Bid claiming exemption to EMD.
   b) **For Start-up Bidders:**
      i) Submission of EMD is exempted for star-ups against submission of valid (i.e valid up to bid validity period) certificate of recognition issued by DPIIT as start-up.
      ii) Bid Security Declaration as per Form 7 is to be submitted by bidders along with its Techno Commercial Bid claiming exemption to EMD.
3) **For Non-MSE/Non-Start-up bidders:**
   EMD is to be submitted.
4) A bidder's bid security (EMD) shall be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security, or to sign the contract within the specified period.
5) Bid Security (EMD) of the unsuccessful bidders shall be returned without interest within 30 (thirty) days of notice

of award of contract. Bid security should be refunded to the successful bidder on receipt of a performance security (and subsequent confirmation from corresponding Bank as applicable for performance security in form of FD, BG, Insurance Surety Bond against performance security).

6) The Bid Security Declaration (BSD) provides for automatic suspension of the Bidder from being eligible for bidding in any tender of Procuring Entity for 2 years from the date of such enforcement. This declaration shall stand enforced if Bidder breaches the following obligation(s) under the tender conditions:
   a) withdraws or amends his bid or impairs or derogates from the bid in any respect within the period of validity of its bid; or
   b) after having been notified within the period of bid validity of the acceptance of his bid by the Procuring Entity:
      i. refuses to or fails to submit the original documents for scrutiny or the required Performance Security within the stipulated time as per the conditions of the Tender Document.
      ii. fails or refuses to sign the contract.

   iii) Unsuccessful Bidders' Bid-Securing Declaration shall expire, if the contract is not awarded to them, upon:
      i) receipt by Bidder of the Procuring Entity's notification
         - of cancellation of the entire tender process or rejection of all bids or
         - of the name of the successful bidder or
      ii) forty-five days after the expiration of the bid validity or any extension thereof
      iii) The bid-Securing Declaration of the successful bidder shall stand expired only when Bidder has furnished the required Performance Security and signed the Agreement.

9.5 Non-compliance with these provisions

Bids are liable to be rejected as nonresponsive if a Bidder:

1) fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations.
2) furnishes wrong and/ or misguiding data, statement(s) etc. In such a situation, besides rejection of the bid as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the Tender Document for violation of the Code of Integrity.

10 Signing and Uploading of Bids

10.1 Relationship between Bidder and e-Procurement Portal

1) The Procuring Entity is neither a party nor a principal in the relationship between Bidder and the organisation hosting the e-procurement portal (hereinafter called the Portal). Bidders must acquaint and train themselves with the rules, regulations, procedures, and implied conditions/ agreements of the Portal. Bidders intending to participate in the bid shall be required to register (with registration fee) and submit tender processing fee in the Portal. Bidder must comply with the conditions of the e-Procurement portal, including registration, compatible Digital Signature Certificate (DSC), etc. Bidders shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions of the Portal with the Tender Document, provisions of the Portal shall prevail. Bidders may study the resources provided by the Portal for Bidders. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.
2) Any query/ clarification/ complaint regarding downloading Tender Documents and uploading Bids on the e-Procurement portal may be addressed to the Help Desk of the portal.
3) In case of conflict between provisions of the Portal with the Tender Document, provisions of the Portal shall prevail. Bidders may study the resources provided by the Portal for Bidders.
4) Bids must be uploaded till the deadline for submission mentioned in the Tender Document. If the office happens to be closed on the deadline to submit the bids as specified above, this deadline shall not be extended.

10.2 Signing of bid

The individual signing the bid or any other connected documents should submit an authenticated copy of the document(s), which authorizes the signatory to commit and submit bids on behalf of the bidder in Form 1.1; Bidder Information. This includes submission of Board Resolution/Power of Attorney (in stamp paper as per respective state wise stamp act), partnership deed, declaration by partners (authorizing a partner), declaration as proprietor duly authorizing the signing authority to submit bid on behalf of the company.

10.3 Submission / uploading of bids

10.3.1 Submission/ Uploading to the e-Procurement Portal

1) Unless specified to the contrary in the TIS/ AITB, bids shall be received only online through e-Procurement Portal on or before the deadline for the bid submission as notified in TIS.
2) No manual Bids shall be made available or accepted for submission (as per sub-clause 5 below). Bids shall be received only Online on or before the deadline for the bid submission as notified in NIT. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling the required information – otherwise, the bid shall be rejected as nonresponsive.
3) Only one copy of the bid can be uploaded, and Bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the provisions of the IT Act 2000 as amended from time to time.
4) It is assumed that Bidder commits itself to comply with all the Sections and documents uploaded by the Tender Inviting Officer.
5) Bidder must upload scanned copies of originals (or self-attested copies of original) at e-procurement portal. Uploaded Pdf documents should not be password protected. Bidder should ensure the clarity/ legibility of the scanned documents uploaded by him.
6) If stipulated in the TIS, copies/ originals of such specified uploaded scanned documents must also be physically submitted sealed in double cover and acknowledgement be obtained before the deadline for the bid submission at the venue mentioned. Failure to do so is likely to result in the bid being rejected as non-responsive. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue. The Procuring Entity reserves its right to call for verification originals of all such self-certified documents from the Bidders at any stage of evaluation, especially from the successful Bidder(s) before the issue of Letter of Award (LoA).
7) Regarding the protected Price Schedule (excel format, Cover-2: Financial Bid), Bidder shall write his name in the space provided in the specified location only. Bidder shall type rates in the figure only in the rate column of respective item(s) without any blank cell or Zero values in the rate column, without any alteration/ deletion/ modification of other portions of the excel sheet.
8) The date and time of the deadline for the online bid submission shall remain unaltered even if the specified date is declared a holiday for the Tender Inviting Officer. The date and time of the e-Procurement server clock, which is also displayed on the dashboard of the bidders, shall be used as the

reference time for deciding the closing time of bid submission. Bidders are advised to ensure they submit their bid within the deadline and time of bid submission, taking the server clock as a reference, failing which the portal shall not accept the Bids. No request on the account that the server clock was not showing the correct time and that a particular bidder could not submit their bid because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The Procuring Entity shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Procurement Process.

9) Bidders are advised to ensure they submit their bid within the deadline and time of bid submission, failing which the portal shall not accept the Bids. The Procuring Entity shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender Process.
10) All Bids uploaded by Bidder to the portal shall get automatically encrypted. The encrypted bid can only be decrypted/ opened by the authorized persons on or after the due date and time. The bidder should ensure the correctness of the bid before uploading and take a printout of the system generated submission summary to confirm successful bid upload.
11) The Procuring Entity may extend the deadline for bids submission by issuing Corrigenda/Addenda as per ITB-clause 7.2 above, in which case all rights and obligations of the Procuring Entity and the bidders previously subject to the original deadline shall then be subject to the new deadline for the bid submission.
12) Bid submitted through modalities other than those stipulated in TIS shall be liable to be rejected as nonresponsive.
13) Against receipt of below-mentioned notification through email from e-procurement portal, bidder must mandatorily re-submit their bid,
Notification: If you have already submitted the tender, then ensure that, you re-submit the tender. Else, your bid may be liable to be auto disqualified by the system and service provider holds no responsibility for the same. In case, you are yet to submit the tender, then please ensure that you submit it before the tender closing time.
14) Submission / resubmission of the bid is the responsibility of the bidders. Bidder should check and confirm at their end regarding the submission / resubmission of their bid till the due date & time of bid submission. BNPM / Keonics / Tender wizard / e procurement portal will not be responsible for non-submission / non-resubmission of any bid.

10.3.2 Implied acceptance of procedures by Bidders

Submission of bid in response to the Tender Document is deemed to be acceptance of the e-Procurement and tender procedures and conditions of the Tender Document.

10.3.3 Late Bids

The bidder shall not be able to submit his bid after the expiry of the deadline for the bid submission (as per server time). Therefore, in eProcurement, a situation of Late Tender does not arise.

10.4 Modification, Resubmission and Withdrawal of Bids

10.4.1 Modification & Resubmission

The the bidder, after submitting his bid in e-Procurement Portal, is permitted to substitute/ alter/ modify it for any number of times superseding earlier bid(s), in e-Procurement Portal before the bid submission deadline (i.e due date & time). Resubmission of a bid shall require uploading all documents, including the financial bid, afresh. The system shall consider only the last bid submitted as a valid bid for opening and further processing.

10.4.2 Withdrawal

1) The bidder may withdraw his bid before the bid submission deadline, and it shall be marked as withdrawn and shall not get opened during the Bid opening.
2) Any such action after that deadline is not permitted. Withdrawal/ amendment/ modification/ alteration/ impairment/ derogation of a bid, in any respect, by the bidders between the deadline for submission of bids and the expiration of the period of bid validity, his bid security/ EMD shall be forfeited besides imposition of any other punitive remedy available to the procuring entity. In such cases, tender evaluation shall be proceeded as per ITB clause 9.3.

11 Bid Opening

The date & time of the opening bid is as stipulated in TIS. If the specified date of Bid Opening falls on is subsequently declared a holiday or closed day for the Procuring Entity, the Bids shall be opened at the appointed time on the next working day.

12 Evaluation of Bids and Award of Contract

12.1 General norms

12.1.1 Evaluation based only on declared criteria.

The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Bidder in its/ his bid and other allied information deemed appropriate by Procuring Entity. Evaluation of bids shall be based only on the criteria/ conditions included in the Tender Document.

12.1.2 Deviations/ Reservations / Omissions - Substantive or Minor

1) During the evaluation of Bids, the following definitions apply:
   a) "Deviation" is a departure from the requirements specified in the Tender Document;
   b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and
   c) "Omission" is the failure to submit essential information or documentation required in the Tender Document.
2) Substantive Deviation: A deviation/ reservation/ omission from the requirements of the Tender Document shall be considered as a substantive deviation as per the following norm, and the rest shall be considered as Minor deviation:
   a) which affects in any substantive way the scope, quality, or performance of the product;
   b) which limits in any substantive way, inconsistent with the Tender Document, the Procuring Entity's rights or the Bidder's obligations under the contract; or
   c) whose rectification would unfairly affect the competitive position of other Bidders presenting substantively responsive Bids.
3) Bids with substantive deviations may be rejected as nonresponsive bid as per the discretion of procuring entity. However, related historical (pre-existed at the time of the Bid Opening) shortfall document(s) (if any) against the submitted essential document(s) may be sought by the Procuring Entity. The decision of the Procuring Entity shall be final in this regard.
4) Variations and deviations and other offered benefits (techno-commercial or financial) above the scope / quantum of the Services specified in the Tender Document shall not influence evaluation Bids. If the bid is otherwise successful, such benefits shall be availed by the Procuring Entity, and these would become part of the contract.
5) During the preliminary examination, some minor infirmity and/or irregularity and/or non-conformity may also be found in some bids. Such minor issues could be a missing pages/ attachment or illegibility in

a submitted document; non-submission of requisite number of copies of a document.

6) Considering Minor Deviations: The Procuring Entity reserves the right to accept bids with such minor deviations provided they do not constitute any substantive deviation, do not have a fiscal impact, do not prejudice or affect the ranking order of the bidders and do not grant the bidder any undue advantage vis-à vis other bidders and the Procuring Entity. Wherever necessary, the Procuring Entity shall convey its observation on such 'minor' issues/deviations to Bidder as per ITB clause 12.1.3. If the Bidder does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that bid shall be liable to be rejected as nonresponsive.

12.1.3 Clarification of Bids and shortfall documents

1) During the evaluation of Techno commercial or Financial Bids, the Procuring Entity may, at its discretion, but without any obligation to do so, ask Bidder to clarify its bid by a specified date. The Procuring Entity reserves its right to, but without any obligation to do so, seek any shortfall information/ documents only in case of historical documents that pre-existed at the time of the Bid Opening, and which have not undergone change since then. Bidder should answer the clarification within that specified date if the bidder does not comply or respond by the date, his tender will be liable to be rejected. The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder. Any clarification submitted by a Bidder regarding its Bid that is not in response to a request by the Procuring Entity shall not be considered.
2) If discrepancies exist between the uploaded scanned copies and the Originals submitted by the bidder, the original copy's text, etc., shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Integrity, and the bid shall be liable to be rejected as nonresponsive in addition to other punitive actions under the Tender Document for violation of the Code of Conduct.
3) The Procuring Entity reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the Bid Opening, and which have not undergone change since then and does not grant any undue advantage to any bidder.

12.1.4 Contacting Procuring Entity during the evaluation

From the time of bid submission to awarding the contract, no Bidder shall contact the Procuring Entity on any matter relating to the submitted bid. If a Bidder needs to contact the Procuring Entity for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence the Procuring Entity during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

12.2 Evaluation of Bids

12.2.1 Preliminary Examination of Bids - Determining Responsiveness

A substantively responsive bid is complete and conforms to the Tender Document's essential terms, conditions, and requirements, without substantive deviation, reservation, or omission. Only substantively responsive bids shall be considered for further evaluation. The following are some of the crucial aspects for which a bid shall be liable to be rejected as nonresponsive:

1) The bid is not in the prescribed format or is not submitted as per the stipulations in the Tender Document.
2) Required EMD/Bid Security Declaration (Form 7) has not been provided.
3) Bidder is not eligible to participate in the bid as per laid down eligibility criteria;
4) The Services offered are not eligible as per the provision of this tender.
5) Bidder has quoted conditional bids or more than one bid or alternative bids unless permitted explicitly in the TIS/ AITB.
6) The EMD/bid validity is shorter than the required period.
7) The bid departs from the essential requirements stipulated in the bidding document;
8) Bidder has not quoted all Schedules or has not quoted the entire Services as per Scope of Service.
9) Bidder has quoted 'Nil' Service charges
10) Non-submission or submission of illegible scanned copies of stipulated documents/ declarations
11) Non-submission of Integrity Pact (if applicable).

12.2.2 The evaluation process in Single/ multiple Cover(s) and PQB Tenders

1) Unless otherwise stated, this Tender Process is for multiple (two or more) covers Bids. Initially, only the techno-commercial bids shall be opened on the stipulated date of opening of bids. After that, the techno-commercial evaluation shall be done whether these bids meet the eligibility & qualification criteria and techno-commercial aspects. Subsequent opening of financial bids and financial evaluation shall be done only of bids declared successful in techno-commercial evaluation.
2) If it is stipulated that this is the second stage of the two-stage tender Process or pre-qualified bidding (PQB) after shortlisting qualified bidders in the EoI/ PQB stage, evaluation of responses from the shortlisted qualified bidders shall follow the same procedure as described above for multiple covers Tender Process.
3) If the TIS/ AITB stipulate this to be a single cover Tender process, the single cover bids shall be opened on the stipulated date of opening of bids. After that, evaluation of eligibility/ qualification of bidders, the techno-commercial, and the financial aspects shall be done simultaneously. There shall be no interim/ separate declaration of results of the techno-commercial evaluation.

12.3 Techno-commercial Evaluation

Only substantively responsive bids shall be evaluated for techno-commercial evaluation. In evaluating the techno-commercial bid, conformity to technical specifications, scope of service and commercial conditions of the offered Services to those in the Tender Document is ascertained. Additional factors incorporated in the Tender Document shall also be considered in the manner indicated therein. Bids with substantive techno-commercial deviations shall be rejected as nonresponsive. Procuring entity reserves its right to consider and allow minor deviations in technical and Commercial Conditions as per ITB-clause 12.1.2.

12.3.1 Declaration of Techno-commercially qualified Bidders and Opening of Financial Bids

Bids that succeed in the above techno-commercial evaluation shall be considered techno-commercially suitable, and financial evaluation shall be done only of such Bids. The list of such techno-commercially suitable bidders and a date/time for the opening of their financial bids shall be declared on the e-Procurement Portal in accordance with ITB-clause 12.2.2 as per the type of Tender Processes.

12.4 Evaluation of Financial Bids and Ranking of Bids

12.4.1 Ranking of Financial Bids

1) Unless otherwise stipulated, evaluation of the financial bids shall be on the price criteria only. Financial Bids of all Techno-commercially suitable bids are evaluated and ranked to determine the lowest priced bidder.

2) Unless otherwise stipulated, the comparison of the responsive Bids shall be on total outgo from the Procuring Entity's pocket, to be paid to the contractor or any third party, including all elements of costs as per the terms of the proposed contract, duly delivered, commissioned, etc. as the case may be, including any taxes, duties, levies etc.
3) Unless otherwise stipulated, if the Schedule of Requirements contains more than one schedule, the financial ranking of bids shall be done based on all schedules put together. The bid for a schedule shall not be considered if the complete requirements prescribed in that schedule are not included in the bid
4) If any bidder offers conditional discounts/ rebates in his bid or suo motu discounts and rebates after the Bid Opening (techno-commercial or financial), such rebates/ discounts shall not be considered for ranking the offer. But if such a bidder does become L-1 without discounts/ rebates, such discounts/ rebates shall be availed and incorporated in the contracts;
5) As per policies of the Government, from time to time, the Procuring Entity reserves its option to give purchase preferences to eligible categories of Bidders as indicated in the Tender Document.
6) For a time-based contract, any arithmetical errors shall be corrected, and prices shall be adjusted if they fail to reflect all inputs that are included in the respective technical proposals. For a lump-sum contract, the bidder is deemed to have included all prices in its/his financial proposal so neither arithmetical correction nor any other price adjustment shall be made.
7) Evaluation of Bids shall include and consider the following taxes/ duties, as per ITB-clause 6.3 above:
   a) in the case of Services performed in India or incidental goods of foreign origin already located in India, GST & other similar duties, which shall be contractually payable, on the Services and incidental Goods, if a contract is awarded on the bidder;
   b) The offers shall be evaluated based on the GST rate quoted by each bidder, and the same shall be used for determining the inter-se ranking. The Procuring Entity shall not be responsible for any misclassification of HSN Number/SAC or incorrect GST rate if quoted by the bidder. Any increase in GST rate due to misclassification of HSN number/SAC shall have to be absorbed by the service provider; and
   c) If GST is quoted extra, but with the provision that it shall be charged as applicable at the time of delivery, the offer shall be evaluated for comparison purposes by loading the maximum existing rate of GST for the product/ HSN code/SAC.
8) **Non-conformities between Figures and Words:**
   a) If, in the price structure quoted for the required services, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly;
   b) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and
   c) If there is a discrepancy between words and figures, the amount in words shall prevail.
   d) Such a discrepancy in an offer should be conveyed to the bidder asking him to respond by a target date and if the bidder does not agree to Procuring Entity's observation, the tender is liable to be rejected
9) **Ambiguous Financial bid:** If the financial bid is ambiguous and leads to two equally valid total price amounts, it shall be rejected as nonresponsive.
10) **Price Tie:**
   1) Only Class I Local suppliers are allowed to participate considering the availability local sources for the captioned procurement. As all the bidders will fall under Class I Local supplier category, thereby purchase preference will be applicable only for relevant MSE bidders with applicable NIC (UDYAM) for the required services.
   2) If L1 is discovered as an MSE bidder, and if L1 does not claim for purchase preference (in Form 1.2) and/or does not have applicable NIC (UDYAM) for the required services, then purchase preference shall be provided to next MSE bidder (falling under the ambit of purchase preference as per PPP-MSE order) who claimed purchase preference in their bid and have applicable NIC (UDYAM).
   3) After application of purchase preference (against claim of purchase preference in Form 1.2) as applicable in accordance with PPP-MSE order, if it is observed that there is a Price Tie among the bidders then the price quoted by the bidder having higher turnover in previous financial year as defined in AITB shall be considered as L1 bidder.
   4) In case there is a tie at the lowest bid (L-1) position between only startup bidders (both Non-MSE) and none of them has past turnover, the startup that was registered earlier with the Department of Industrial Promotion and Policy shall be considered as L1 bidder.

12.4.2 Cartel Formation/ Pool Rates

1) Unless the Procuring Entity decides this to be a case of Cartel/ Pool Rates, if more than one bidder quote the same total evaluated price, then the Procuring Entity reserves its right to distribute unequal quantities among the bidders - excluding one or more bidders based on considerations like performance/ financial capabilities, any extra features/ benefits offered etc.
2) If Procuring Entity decides this to be a case of Cartel/ Pool Rates, leading to "Appreciable Adverse Effect on Competition" (AAEC) as identified in Competition Act, 2002, as amended from time to time, it reserves its rights to:
   a) order any quantity on any one or more bidders without assigning any reason thereof.
   And/ or
   b) consider it as a violation of the Code of Integrity and reject the bid(s) as nonresponsive in addition to other punitive actions provided in this regard in the Tender Document. In addition to such remedies, the Procuring Entity also reserves the right to refer the matter to the Competition Commission of India (CCI) for obtaining necessary relief. In addition, the attention of the bidders is drawn to Chapter V I of the "The Competition Act 2002", which deals with Penalties. Such actions shall be in addition to other rights and remedies available to the Procuring Entity under the contract and Law.

12.4.3 Reasonableness of Rates Received

Procuring Entity shall evaluate whether the rates received in the Bids in the zone of consideration are reasonable. If the rates received are considered abnormally low or unreasonably high, it reserves it's right to take action as per the following sub-clauses (ITB Clauses 12.4.4, 12.4.5), or as

per ITB-clause 2.3, reject any or all Bids; abandon/ cancel the Tender process and issue another tender for the identical or similar Services.

12.4.4 Consideration of Abnormally Low Bids

An Abnormally Low bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises substantive concerns as to the Bidder's capability to perform the contract at the offered price. Procuring Entity shall in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price concerning scope, schedule, allocation of risks and responsibilities, and any other requirements of the Tender Document. If, after evaluating the price analyses, procuring entity determines that Bidder has substantively failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity shall reject the bid/ proposal, and evaluation shall proceed with the next ranked bidder.

12.4.5 Price Negotiation

The Procuring Entity reserves its right to negotiate with the lowest acceptable bidder (L-1), who is techno-commercially suitable and on whom the contract would have been placed but for the decision to negotiate.

13 Award of Contract

13.1 The Procuring Entity's Rights

13.1.1 Right to Vary Quantities at the Time of Award

At the time of contract award, the Procuring Entity reserves the right to increase or decrease without any change in the unit prices or other terms and conditions of the bid and the Tender Document, the quantum of Services originally stipulated in Section VI: Schedule of Requirements, Section VII: Scope of Service, performance Standard, Quality Assurance provided this increase/ decrease does not exceed 25 (Twenty-Five) percent of the total tendered quantity.

13.1.2 Parallel Contracts or Splitting of Award

Tender is non-divisible and non-splitable, parallel contract and splitting of award are not applicable.

13.2 Letter of Award (Acceptance - LoA) and Signing of Contract

13.2.1 Selection of Successful Bidder(s)

The Procuring Entity shall award the contract to the Bidder(s) whose bid(s) is Techno- commercially suitable and bid price(s) is lowest and reasonable, as per evaluation criteria detailed in the Tender Document.

13.2.2 Verification of Original Documents

Before issuing a Letter of Award (LoA) to the successful Bidder(s), the Procuring Entity may, at its discretion, ask Bidder to submit online for verification the originals of all such documents whose scanned copies were submitted online along with the Techno Commercial Bid. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement. If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such bid shall be liable to be rejected as nonresponsive in addition to other punitive actions in the Tender Document. The evaluation of Bids shall proceed with the subsequent ranked offers.

13.2.3 Letter of Award (LoA)

1) The Bidder, whose bid has been accepted and documents verified (at the discretion of Procuring Entity), shall be notified of the award by the Procuring Entity before the expiration of the bid validity period by written or electronic means. This notification (hereinafter and in the Conditions of Contract called the "Letter of Award - LoA") shall state the sum (hereinafter and in the contract called the "Contract Price") that the Procuring Entity shall pay the contractor in consideration of delivery of Services. The Letter of Award (LoA) shall constitute the legal formation of the contract, subject only to the furnishing of performance security as per the provisions of the sub-clause below. The Procuring Entity, at its discretion, may directly issue the contract subject only to the furnishing of performance security, skipping the issue of LoA.
2) It shall be mandatory for the successful bidder to be registered on GeM and obtain a unique GeM Seller ID. before the placement of LoA or the contract. This ID shall be incorporated in the contract.

13.2.4 Performance Security

1) Within 21 days (or any other period stipulated in AITB) of receipt of the Letter of Award (LoA, or the contract if LoA has been skipped), performance Security as per details in GCC-5.11 shall be submitted by the contractor to the Procuring Entity.
2) If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.
3) If the bidder, whose bid is the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, the Procuring Entity shall cancel the procurement process.

13.2.5 Signing of Contract

1) Within fifteen working days of receiving of performance security (and subsequent confirmation from corresponding Bank as applicable for performance security in form of FD, BG, Insurance Surety Bond against performance security), the Procuring Entity will send the draft contract (Articles of Agreement) by registered/ speed post or digital means to the successful bidder.
2) The Contractor may point out to the Procuring Entity, in writing/electronically, any anomalies noticed in the draft contract (Articles of Agreement) within seven days of its receipt.
3) Subsequently, the Procuring Entity will invite the successful bidder to sign the original agreement.

13.2.6 Expiry of bid securing declarations

The Bid Securing Declarations of unsuccessful bidders shall expire on receipt of this notification by them, during pre-qualification or techno-commercial or financial evaluation results. The bid-Securing Declaration of the successful bidder shall expire when Bidder has furnished the required Performance Security and signed the Agreement.

13.2.7 Publication of Tender Result

The name and address of the successful Bidder(s) receiving the contract(s) shall be published in the website of the Procuring Entity.

14 Grievance Redressal/ Complaint Procedure

1) Unsuccessful Bidder may seek de-briefing regarding the rejection of his bid, in writing or electronically, within Five (5) days of declaration of pre-qualification or techno-commercial or financial evaluation results. The complaint shall be addressed to the Tender Inviting Authority.
2) Within Five (5) working days of receipt of the complaint, the Tender Inviting Officer will acknowledge the receipt in writing to the Unsuccessful Bidder indicating that it has been received, and the response shall be sent in due course after a detailed examination.
3) The Tender Inviting Officer shall convey the final decision to the complainant within Thirty (30) days of receiving the complaint. No response shall be given regarding the confidential process of evaluating bids and awarding the contract before the award is notified, although the complaint shall be kept in view during such a process.
4) However, only a directly affected bidder can represent in this regard and no response shall be given regarding the following topics explicitly excluded from such complaint process:

a) Only a bidder who has participated in the concerned procurement process, i.e., pre-qualification, bidder registration or bidding, as the case may be, can make such representation.
b) In case the pre-qualification bid has been evaluated before the bidding of Technical/ financial bids, an application for review in relation to the technical/ financial bid may be filed only by a bidder who has qualified in the pre-qualification bid;
c) In case the Techno Commercial Bid has been evaluated before the opening of the Financial Bid, an application for review in relation to the financial bid may be filed only by a bidder whose Techno Commercial Bid is found to be acceptable.
d) The following decisions of the procuring entity in accordance with the provision of internal guidelines shall not be subject to review:
    i) Determination of the need for procurement;
    ii) Selection of the mode of procurement or tendering system;
    iii) Choice of selection procedure;
    iv) Complaints against specifications except under the premise that they are either vague or too specific to limit competition may be permissible.
    v) Provisions limiting the participation of bidders in the procurement process in terms of government policies.
    vi) Provisions regarding purchase preferences to specific categories of bidders in terms of policies of the Government
    vii) The decision to enter into negotiations with the L1 bidder;
    viii) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
    ix) Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed; all such issues should be highlighted before the vendor/contractor consummates the contract.

15 Code of Integrity in Public Procurement, Misdemeanors and Penalties:

Procuring authorities, bidders, suppliers, contractors, and consultants should observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanours, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts. GCC-clause 14 (including the penalties prescribed therein) shall be considered to be part of this clause of ITB even though it is not being reproduced here for the sake of brevity) and shall apply *mutatis mutandis* during the pre-award tender process.

SECTION III: APPENDIX TO INSTRUCTIONS TO BIDDERS (AITB)

Document No. Tender No.: BNPM/ OTE/306/2026-27 dated 17.11.2026;

Tender Title: Providing AMC service of Landscape and Horticulture works at BNPMIPL-MYSURU.

Note for Bidders: *Following clauses (in column 1), wherever these appear in ITB shall be taken to be negated or additional provision be added to, or existing provisions be altered as per column 2. Whenever there is any conflict between the provision in the ITB and that in the AITB, the provision contained in the AITB shall prevail.*

Column 1 ITB clauses	**Column 2 To be read as**
ITB 1,2: **Preamble, Procuring Entity Rights & Disclaimers**	
No change	
ITB 3,4: **Bidders - Eligibility and Preferential Policies**	
ITB 3.3	Agent is not permitted for this tender. Refer GCC Clause 11.9: Commission and Fees
ITB 3.3	Sub-contracting is not permitted. Refer GCC clause 5.8: Assignment and Sub-Contracting
ITB 3.3	JV/Consortium is not permitted for this tender. Refer ITB Clause: 3.2(2)(b)
ITB 4.2.1(3)	For MSEs with applicable NIC (in UDYAM) only Turnover criteria is relaxed as prescribed in Sec VIII, Qualification Criteria.
ITB 5 The Schedule of Requirements	
ITB 5.2	**Contract Period:** a) The contract shall initially be awarded for a period of One (01) year, further extendable for another two (02) years on yearly extension basis as per sole discretion of procuring entity, subject to satisfactory performance on the same tender terms & conditions of the contract or as per subsequent amendment issued if any. b) During the contract extension period if any, prices quoted for "Service Charge", "Charges for Uniform, Safety Shoes, Socks", "Garden waste disposal and fuel (petrol/diesel) cost" and "Health Check-up charges" shall remain same. Other price components will be as per the applicable rates intimated vide notifications issued by Office of Chief Labour Commissioner-Central, Ministry of Labour & Employment, Govt of India time to time. c) Performance security/ security deposit is to be extended accordingly with applicable amount within 21 days of issuance of such extension.
ITB 6. Bid Prices, Taxes and Duties	
ITB 6.2	**Firm/Variable Price** a) Prices quoted against: Annual cost for "Service Charge", "Charges for Uniform, Safety Shoes, Socks", " Garden waste disposal and fuel (petrol/diesel) cost", "Health Check-up Charges" will remain fixed & firm for price evaluation, LOA, contract, and for any extension of contract period if awarded. b) Any upward / downward revision in GST shall be considered at actuals. No claim in respect of any type of violation of any relevant rules etc., shall be payable. Minimum Wage & VDA as per the notification by Office of Chief Labour Commissioner-Central, Ministry of Labour & Employment, Govt of India (if any) time to time will be adhered and may be reimbursed accordingly.
ITB 7 to 11 Downloading, Preparation, Submission and Opening of Bids	

SECTION III: APPENDIX TO INSTRUCTIONS TO BIDDERS (AITB)

Column 1 ITB clauses	Column 2 To be read as
ITB 8	**Pre-bid conference** Not applicable for this tender.
ITB 12.2.2	**The evaluation process in Single/ multiple Cover(s) and PQB Tenders** This tender is single stage two cover (two bid) tender and evaluation is to be carried out accordingly.
ITB 12 and 13 Evaluation of Bids and Award of Contract	
ITB 12.4.1(2),(3),(7)	**Ranking of Financial Bids** Following points are to be noted: 1) Price evaluation to determine L-1 (Least Cost) status will be carried out on the basis of total effective price quoted (by the Bidders) per year i.e. total quoted price (including GST) less input GST in Form B1 in Financial Bid, Sec IX (Refer price mismatch clause along with this). It may be noted that Form B2 is the price break up (labour part) of Form B1. 2) **Guideline for minimum floor price for service charges:** As per OM No. F 6/1/2023-PPD, dated 17.01.2024 issued by PPD, DOE, MOF, GOI, for manpower outsourcing contracts based on minimum wages, the minimum service charges are to be in the range of 3.85% to 7%. However, there is no bar on charging more than the aforementioned prescribed range of charges. This service charge is to be considered under "Service Charge/Administrative cost" header in the price schedule. 3) If prices for "Service Charge", "Charges for Uniform, Shoes, Socks", " Garden waste disposal and fuel (petrol/diesel) cost" and "Health check-up charges" are quoted as 'Nil' in price bid then the bid shall be considered as non-responsive and ignored. 4) If there is any arithmetical/formula error in populating data from Form B2 to Form B1 then, prices of Form B2 shall be considered for evaluation. 5) Price mismatch: The price quoted in price break up format i.e at Form B2 should match with the price as submitted in the price bid format at Form B1 for the labour part. In case of any mismatch, if there is any arithmetical/formula error in populating data from Form B2 (labour part) to Form B1 then, prices of Form B2 shall be considered for evaluation then prices quoted in Form B2 will be considered and corrected accordingly for price evaluation and LOI/Order/Contract issuance. 6) Previous Financial year to be considered is FY 2024-25 in case of Price Tie as defined in GCC. 7) **Note:** a) Bidders are required to quote the price within 2 decimal places. Price quoted with more than 2 decimal places will be rounded off to 2 decimal places for evaluation. b) Bidder shall note that no extra cost will be considered over and above the price quoted in the price bid and hence bidder shall ensure that price submitted in the price bid is quoted considering the complete scope of service as defined in the tender document. c) Bidder shall be eligible to pass on the input tax credit which is to be deducted from Total price (including GST) to arrive at Effective price.
ITB 12.4.2	This tender is non divisible and non-splitable.

SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC)

1. General

1.1 Tenets of Interpretation

Unless where the context requires otherwise, throughout the contract:

1) The heading of these conditions shall not affect the interpretation or construction thereof.
2) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
3) Words in the singular include the plural and vice-versa.
4) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
5) Terms and expression not herein defined shall have the meanings assigned to them in The Indian Contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (2020 edition published by the International Chamber of Commerce, Paris) as the case may be.
6) Any reference to 'Services' shall be deemed to include the incidental Goods/Works also.
7) Any generic reference to GCC shall also imply a reference to SCC as well.
8) In case of conflict, provisions of SCC shall prevail over those in GCC.
9) Any reference to 'Contract' shall be deemed to include all other documents (inter-alia CC) as described in GCC-clause 2.5.
10) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.

1.2 Definitions

In the contract, unless the context otherwise requires:

1) "Agent" is a person employed to do any act for another or represent another in dealings with a third person. In the context of public procurement, an Agent is a representative participating in the Tender Process or Execution of a Contract for and on behalf of its principals.
2) "Allied Firm" are all business entities that are within the 'controlling ownership interest' (ownership of or entitlement to more than twenty-five percent of the company's shares or capital or profits) or 'control'(including the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements) of the principal firm acting alone or together or through one or more juridical persons. All successor firms or assigns of the principal firm shall be considered allied firms.
3) "Beneficiary" (of Services/ Works) means the person for whom the Services/ Works are to be delivered as stipulated in the contract
4) "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in specific contexts) means an offer to supply goods, services or execution of works made as per the terms and conditions set out in a document inviting such offers.
5) "Bidder" (including the term 'Tenderer', 'consultant' or 'service provider' in specific contexts) means any person or firm or company), every artificial juridical 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 Tender Process.
6) "Bill of Quantities" (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the bid.
7) "Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934.
8) "Contract" (including the terms 'Purchase Order' or 'Supply Order' or 'Withdrawal Order' or 'Work Order' or 'Consultancy Contract' or 'Contract for Services', 'rate contract' or 'framework contract' or 'Letter of Award – LoA' (letter or memorandum communicating to the contractor the acceptance of his bid) or 'Agreement' or a 'repeat order' accepted/ acted upon by the contractor or a 'formal agreement', under specific contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country;
9) "Contractor" (including the terms 'Supplier' or 'Service Provider' or 'Consultant' or 'Firm' or 'Contractor' or 'Manufacturer' or 'Successful Bidder' under specific contexts) means the person, firm, company with whom the contract is entered into and shall be deemed to include the contractor's successors (approved by the Procuring Entity), agents, sub-contractor, representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract.;
10) "Day", "Month", "Year" shall mean calendar day/ month or year (unless reference to financial year is clear from the context).
11) "Drawing" means the drawing or drawings stipulated in or annexed to the Specifications or the Tender Document/ Contract;
12) "Equipment" means the contractor's machinery and vehicles brought temporarily to the Site for the performance of Service.
13) "General Conditions" means the Conditions of Contract, also referred to as GCC.
14) "Goods" (including the terms 'Stores', 'Material(s)' in specific contexts) includes all articles, material, furniture, fixtures, consumables, spare parts, instruments, machinery, equipment, industrial plant, subassemblies, accessories, a group of machines comprising an integrated production process or such other categories of goods or intangible, products like technology transfer, licenses, patents or other intellectual properties), procured or otherwise acquired by a Procuring Entity. Any reference to Goods shall be deemed to include specific small work or some services that are incidental or consequential to the supply of such goods;
15) "Government" means the Government of India or an Indian State Government as the case may be and includes agencies and Public Sector Enterprises under it, in specific contexts;
16) "Inspection" means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the goods or services or works, and comparing the same with the specified requirement to determine conformity.
17) "Inspecting Officer" means the person or organisation stipulated in the contract for inspection under the contract and includes his/ their authorized representative;
18) "Intellectual Property Rights" (IPR) means the rights of the intellectual property owner concerning a tangible or intangible possession/ exploitation of such property by others. It includes rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI).
19) "Joint Venture" means a Joint Venture or a Consortium (that is an association of several persons, or firms or companies - also referred to as JV/C)
20) "Materials" means all supplies, including consumables,

used by the contractor for service performance or use by his staff.

21) "Parties": The parties to the contract are the "Contractor" and the Procuring Entity, as defined in this clause;
22) "Performance Security" (includes the terms 'Security Deposit' or 'Performance Bond' or 'Performance Bank Guarantee' or other specified financial instruments in specific contexts) means a monetary guarantee to be furnished by the successful Bidder or Contractor in the form prescribed for the due performance of the contract;
23) "Place of Delivery" the delivery of the Goods shall be deemed to take place on delivery of the Goods, after approval by the Inspecting Officer (If provided in the contract) at following places as per the terms and conditions of 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 transmission to the consignee: or
    d) The consignee at the destination station in case of a contract stipulating for delivery of Goods at the destination station.
24) "Procurement" (or 'Purchase') means the acquisition of Goods/ Services/ works by way of purchase, lease, license or otherwise of goods, works or services or any combination thereof, by a Procuring Entity, whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration. The term "procure"/ "procured" or "purchase"/ "purchased" shall be construed accordingly;
25) "The Procuring Entity" means the entity procuring Goods or Works or Services;
26) "Procurement Officer" means the officer signing the Letter of Award (LoA) and/or the contract on behalf of the Procuring Entity;
27) "Service(s)" (including the term 'non-consultancy services' or 'Outsourcing of Services' in specific contexts) are defined by exclusion as services that cannot be classified as Consultancy Services. Services (non-consultancy) involve routine, repetitive physical, procedural, and non-intellectual outcomes for which quantum and performance standards can be tangibly identified and consistently applied and are bid and contracted on such basis but does not include the appointment of an individual made under any law, rules, regulations, or order issued in this behalf. Any reference to Services shall be deemed to include the supply of goods or performance of consultancy service or small works, which are incidental or consequential to such services;
28) "Special Conditions" means Special Conditions of Contract, which override the General Conditions, also referred to as SCC.
29) "Specification" or "Technical Specification" means the drawing/ document/standard or any other details governing the construction, manufacture or supply of goods or performance of services that prescribes the requirement to which goods or services have to conform as per the contract.
30) "Signed" means ink signed or digitally signed with a valid Digital Signature as per IT Act 2000 (as amended from time to time). It also includes stamped, except in the case of Letter of Award or amendment thereof.;
31) "Sub-Contractor" means a person or corporate body with an agreement with the contractor to carry out a specific part of the contract that may or may not include working on the Site.
32) "Temporary Works" means works designed, constructed, installed, and removed by the contractor needed during the Services' performance.
33) "Variation" means an instruction given by the Competent Authority appointed by Procuring Entity, which varies the scope, quantum or performance standards of the Service performed.
34) "Tender"; "Tender Document"; "Tender Enquiry" or "Tender Process": 'Tender Process' is the whole process from the publishing of the Tender Document till the resultant award of the contract. 'Tender Document' means the document (including all its sections, appendices, forms, formats, etc.) published by the Procuring Entity to invite bids in a Tender Process. The Tender Document and Tender Process may be generically referred to as "Tender" or "Tender Enquiry", which would be clear from context without ambiguity.
35) "Test" means such test as is prescribed by the particulars governing the construction, manufacture or supply of Goods as may be prescribed by the contract or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer;
36) "Works" refer to any activity involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labour, machinery, and equipment.

1.3 Document Conventions

All words and phrases defined in GCC-clause 1.2 are written as 'Capitalised word' and shall have the defined meaning. The rest of the words shall be as per grammar, interalia 'Goods' & 'Services' shall indicate definition as given in the GCC while 'Services' shall have usual dictionary meaning.

1.4 Abbreviations:

Abbreviation	Definition
AITB	Appendix to Instructions To Bidders
BNS	Bharatiya Nyaya Sanhita
BOQ	Bill of Quantities
BSD	Bid Securing Declaration
CC	Conditions of Contract
CGST	Central Goods and Services Tax
DoE	Department of Expenditure
DPIIT	Department for Promotion of Industry and Internal Trade
EFT	Electronic Funds Transfer
EPFO	Employees Provident Fund Organisation
ESI	Employees State Insurance
ERV	Exchange Rate Variation
FOR	Free on Road/Rail (named Destination)
GCC	General Conditions of Contract
GeM	Government e-Marketplace
GST	Goods and Services Tax
GSTIN	GST Identification Number
GTE	Global Tender Enquiry (International Competitive Bidding)
GoI	Government of India
HSN	Harmonized System of Nomenclature
IEM	Independent External Monitor
IPR	Intellectual Property Right
INR	Indian Rupee
ITB	Instructions To Bidders
ITC (HS)	Indian Tariff Classification (Harmonised System)
ITC	Input Tax Credit
JV	Joint Venture
JV/C	Joint Venture/ Consortium
LoA	Letter of Award (Acceptance)
MII	Make in India

SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC)

Abbreviation	Definition
MoF	Ministry of Finance
MoLE	Ministry of Labour & Employment
MSE	Micro and Small Enterprises
MSME	Micro Small and Medium Enterprises
MSMED	MSME Development (Act)
NEFT	National Electronic Funds Transfer
NIT	Notice Inviting Tender
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PC	(Indian) Penal Code
PPD	Procurement Policy Division
PQB	Pre-Qualification Bidding
PVC	Price Variation Clause
RAP	Reverse Auction Process
RCM	Reverse Charge Mechanism
SC	Scheduled Caste
SCC	Special Conditions of Contract
ST	Scheduled Tribe
TCS	Tax Collected at Source
TDS	Tax Deducted at Source
TIA	Tender Inviting Authority
TIS	Tender Information Summary
SAC	Service Accounting Code

2. The Contract

2.1 Language of Contract

The contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.

2.2 The Entire Agreement

This Contract and its documents (referred to in GCC-clause 2.5 below) constitutes the entire agreement between the Procuring Entity and the contractor and supersedes all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract. No representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not outlined in this Contract.

2.3 Severability

If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.

2.4 Parties

The parties to the contract are the contractor and the Procuring Entity, as defined in GCC-clause 1.2 above and nominated in the contract.

2.5 Contract Documents and their Precedence

The following conditions and documents in indicated order of precedence (higher to lower) shall be considered an integral part of the contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:

1) Valid and authorized Amendments issued to the contract;
2) the Agreement consisting of the initial paragraphs, recitals and other clauses setforth immediately before the GCC and including the formats annexed to it and signatures of Procuring Entity;
3) the Letter of Award (LoA);
4) Final written submissions made by the contractor during negotiations, if any;
5) the SCC
6) the GCC
7) the contractor's bid;
8) any other document listed in the SCC as forming part of this Contract.
9) Integrity Pact if any.

2.6 Modifications/ Amendments, Waivers and Forbearances

2.6.1 Modifications/ Amendments of Contract

1) If any of the contract provisions must be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Procuring Entity, and no modified provisions shall be applicable unless such modifications have been done. No variation in or modification of the contract terms shall be made except by a written amendment signed by the Procuring Entity. Requests for changes and modifications may be submitted in writing by the contractor to the Procuring Entity. At any time during the currency of the contract, the Procuring Entity may suo-moto or, on request from the contractor, by written order, amend the contract by making alterations and modifications within the general scope of the Contract. SCC, Sec V may be referred for detail.
2) If the contractor does not agree to the suo-moto modifications/ amendments made by the Procuring Entity, he shall convey his views within 14 days from the date of amendment/ modification. Otherwise, it shall be assumed that the contractor has consented to the amendment.
3) Any written arrangement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Procuring Entity unless and until the same is incorporated in a formal instrument and signed by the Procuring Entity, and till then the Procuring Entity shall have the right to repudiate such arrangements.

2.6.2 Waivers and Forbearances

The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:

1) Any waiver of a Procuring Entity's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of the Procuring Entity granting such waiver and must specify the terms under which the waiver is being granted.
2) No relaxation, forbearance, delay, or indulgence by Procuring Entity in enforcing any of the terms and conditions of this Contract or granting of an extension of time by Procuring Entity to the contractor shall, in any way whatsoever, prejudice, affect, or restrict the rights of Procuring Entity under this Contract, neither shall any waiver by Procuring Entity of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

3 Governing Laws and Jurisdiction

3.1 Governing Laws and Jurisdiction

1) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
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 Mysuru, Karnataka, India.
3) All matters relating to the validity, meaning and performance of the contract shall be decided in accordance with the laws and statues of Republic of India and subject to the exclusive jurisdiction of competent court of Mysuru, Karnataka, India.
4) The contractor warrants that all services performed under the Contract shall conform to all the applicable City, State and Central laws, ordinances and regulations valid on the date of contract signature. Further, the contractor shall defend and save the Procuring Entity

harmless from direct cost or damage by reason of any actual or alleged violation thereof.

5) The contractor shall arrange to complete registration of foreign personnel (if any) at the nearest Police Station and other formalities as may be required for foreigners deputed to India as per Indian law.
6) The contractor shall not offer any employment to the officials of the Procuring Entity without his written permission till the end of contractual obligations.

3.2 Changes in Laws and Regulations

If after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery /Completion Date and/ or the contract Price, then such Delivery/Completion Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

4 Communications

4.1 Communications

1) All communications under the contract shall be served by the parties on each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions.
2) The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.
3) No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of the contract, so designated.
4) Such communications would be an instruction or a notification or an acceptance or a certificate from the Procuring Entity, or it would be a submission or a notification from the contractor. A notification or certificate which the contract requires must be communicated separately from other communications.
5) The Competent Authority appointed by Procuring Entity shall direct the order in which the several components of the Services shall be provided, and the contractor shall execute without delay all orders given by the Competent Authority appointed by Procuring Entity from time to time. Still, the contractor shall not be relieved thereby from responsibility for the due performance of the Services in all respects.

4.2 The person signing the Communications

For all purposes of the contract, including arbitration, thereunder all communications of the contractor shall be signed by

1) The person who has signed the contract on behalf of the contractor. A person signing communication in respect of the contract or purported to be on behalf of the contractor, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that the person, so signing has no authority to do so, the Procuring Entity reserves its right to, without prejudice to any other right or remedy, to terminate the contract for default in terms of the contract and avail any or all the remedies thereunder and hold such person personally and/ or the contractor liable to the Procuring Entity for all costs and damages arising from such remedies.
2) The Competent Authority appointed by Procuring Entity shall administer the contract and sign communications on behalf of the Procuring Entity. Beneficiaries of Services and the Paying Authorities mentioned in the contract shall also administer respective functions during Contract Execution.

4.3 Address of the parties for sending communications by the other party.

For all purposes of the contract, including arbitration, thereunder the address of parties to which the other party shall address all communications and notices shall be:

a. The address of the contractor as mentioned in the contract unless the contractor has notified the change of address by a separate communication containing no other topic to the Procuring Entity. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid, and
b. The address of the Procuring Entity shall be the address mentioned in the contract.
c. In case of the communications from the contractor, copies of communications shall be marked to the Competent Authorities of Procuring Entity, and as relevant also to interim/ ultimate Beneficiaries of Services and the Paying Authorities mentioned in the contract. Unless already specified before the contract's start, the Procuring Entity and the contractor shall notify each other if additional copies of communications are to be addressed to additional addresses.

5 Contractor's Obligations and restrictions on its Rights

5.1 Unsatisfactory Performance by Personnel

Poor performance may involve one or more particular staff from the service provider's team, or the whole team. Based on the provisions of the contract, the Procuring Entity will advise the service provider to take the necessary measures to address the situation. Poor performance should not be tolerated; therefore, the service provider should act quickly to comply with a reasonable request to improve the performance of the team or to replace any particular staff member who is not performing adequately. If the service provider fails to take adequate corrective actions, the Procuring Entity may take up the issue with the top management of the service provider and issue notice to rectify the situation and finally consider terminating the contract.

5.2 Changes in Constitution/ financial stakes/ responsibilities of a Contract's Business

The Contractor must proactively keep the Procuring Entity informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract. Where the contractor is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:

1) A new partner shall not be introduced in the firm except with the previous consent in writing of the Procuring Entity, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.
2) On the death or retirement of any partner of the contractor firm before the complete performance of the contract, the Procuring Entity may, at his option, terminate the contract for default as per the Contract and avail any or all remedies thereunder.
3) If the contract is not terminated as provided in Sub-clause (2) above,
   a) the remaining partners should give a written undertaking to perform the contract and accept all liabilities (including those of the expired/ retired partner) incurred by the firm under the contract before the date of such an event.
   b) notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy

of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Procuring Entity in writing or electronically.

5.3 Obligation to Maintain Eligibility and Qualifications

The contract has been awarded to the contractor based on specific eligibility and qualification criteria. The Contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor should be pro-actively brought to the notice of the Procuring Entity within 7 days of it coming to the Contractor's knowledge. These changes include but are not restricted to:

a) Change regarding declarations made by it in its bid in Form 1.2: Eligibility Declaration.
b) Change in its qualification criteria submitted in its bid in Form 4: Qualification Criteria – Compliance.

5.4 Obligation to Maintain Capability- Key Personnel, Critical Equipment

If the contract is awarded to the contractor based on specific "Capability- Key Personnel and critical Equipment" then such capability needs to be sustained during the contract period, for its smooth execution and performance. The Contractor is contractually bound to maintain such capability during the execution of the contract. Any change that would impact the performance and execution of the contract, should be proactively brought to the notice of the Procuring Entity within 7 days of it coming to the Contractor's knowledge. These changes include but are not restricted to change regarding any declarations in this regard made by it in its bid. Contractor should also indicate remedial measures he is taking in this regard, and how he proposes to ensure smooth execution of contract.

5.5 Deployment of Resources and Penalty for Absence:

1) Service Provider must deploy the contracted resources, maintaining adequate records of attendance and audit trails.
2) The service provider shall be liable for all kinds of dues payable in respect of all personnel provided under the contract and the Procuring Entity shall not be liable for any dues for availing the services of the personnel. The service provider should ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Procuring Entity. The service provider shall ensure to get the Police verification for all the manpower deployed by them and the contractor should ensure that the manpower deputed should bear good moral character.
3) Penalty for absence: In the case of absence (apart from allowed leaves) of a resource during project period, no payment will be made for the days a resource is absent i.e payment will be made on actual attendance basis. In addition, a penalty as stipulated in SCC, Sec V shall be levied.

5.6 Restriction on Potential Conflict of Interests

1) Neither the contractor nor the personnel shall engage, either directly or indirectly, in any of the following activities:
   a) during the term of this Contract, any business or professional activities in India that would conflict with the activities assigned to them under this Contract.
   b) after the termination of this Contract, such other activities as may be stipulated in the contract.
2) During the term of this Contract and after its termination, the contractor, and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the subject Service of this Contract and any continuation thereof) for any project resulting from or closely related to the subject Services of this Contract.

5.7 Consequences of a breach of Obligations

Should the contractor or any of its partners or the personnel commit a default or breach of GCC-clause 5, the Contractor shall remedy such breaches within 21 days, keeping the Procuring Entity informed. However, at its discretion, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder. The decision of the Procuring Entity as to any matter or thing concerning or arising out of GCC clause 5 or on any question whether the contractor or any partner of the contractor firm has committed a default or breach of any of the conditions shall be final and binding on the contractor.

5.8 Assignment and Sub-contracting

The Contractor under this contract, is not permitted to sublet/ sub-contract / assign/ transfer his obligations or benefits either in full or in part to other agency/agencies.

5.9 Obligations to indemnify Procuring Entity

5.9.1 Indemnities for breach of IPR Rights

1) The contractor shall indemnify and hold harmless, free of costs, the Procuring Entity and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Services provided by the contractor under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:
   a) any design, data, drawing, specification, or other documents or Services provided or designed by the contractor for or on behalf of the Procuring Entity
   b) The sale by the Procuring Entity in any country of the services/ products produced by the Services delivered by the contractor, and
   c) The delivery of the Services by the contractor or the use of the Services at the Procuring Entity's Site.
2) Such indemnity shall not cover any use of the Services or any part thereof other than for the purpose indicated by or to be reasonably inferred from the contract, neither any infringement resulting from the use of the Services or any part thereof, or any service/ products produced thereby in association or combination with any other service, equipment, plant, or materials not delivered by the contractor.
3) If any proceedings are brought, or any claim is made against the Procuring Entity arising out of the matters referred above, the Procuring Entity shall promptly give the contractor a notice thereof. At its own expense and in the Procuring Entity's name, the contractor may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the Procuring Entity informed.
4) If the contractor fails to notify the Procuring Entity within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its behalf at the risk and cost to the contractor.
5) At the contractor's request, the Procuring Entity shall afford all available assistance to the contractor in conducting such proceedings or claim and shall be reimbursed by the contractor for all reasonable expenses incurred in so doing.

5.9.2 For Losses and Damages Caused by Contractor

1) The contractor shall indemnify and keep harmless the Procuring Entity, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against the Procuring Entity because of

any act or omission or default or negligence or trespass of the contractor, his employees despite all reasonable and proper precautions may have been taken, during the execution of the Services. The contractor shall make good at his own expense all resulting losses and/ or damages to:

a) the Services themselves or
b) any other property of the Procuring Entity or
c) the lives, persons, or property of others

2) In case the Procuring Entity is called upon to make good such costs, loss, or damages, or to pay any compensation, including that payable under the provisions of the Employee's Compensation Act or any statutory amendments thereof; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Procuring Entity may incur about it, shall be charged to the contractor. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained and whether or not any damage shall have been sustained.
3) The Procuring Entity shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings, or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the contractor.

5.10 Confidentiality, Secrecy and IPR Rights

5.10.1 IPR Rights

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of the Procuring Entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose. The contractor shall indemnify the Procuring Entity against any breach of third party's IPR. The Contractor (and its allied firms) shall maintain confidentiality and secrecy of Procuring Entity's information provided to it (or that it comes across during execution of Contract).

5.10.2 Confidentiality

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Procuring Entity to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the Procuring Entity and shall not, without the prior written consent of Procuring Entity neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by the Procuring Entity, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract. Photography, disclosure, data sharing, unauthorized access are prohibited.

5.10.3 Secrecy

If the Contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the contractor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.

5.10.4 Obligations of the contractor

1) Without the Procuring Entity's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.
2) The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of the Procuring Entity, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.
3) Notwithstanding the above, the contractor may furnish to its holding company such documents, data, and other information it receives from the Procuring Entity to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.
4) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:
   a) the contractor needs to share with the institution(s) participating in the financing of the contract;
   b) now or hereafter is or enters the public domain through no fault of Contractor;
   c) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from the Procuring Entity; or
   d) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.
5) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.
6) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

5.10.5 Protection and Security of Personal Data

1) Where the contractor is processing Personal Data, as a Data Processor or otherwise for the Procuring Entity, the contractor shall:
   a) Process the Personal Data only as per instructions from Procuring Entity (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by Procuring Entity;
   b) Comply with all applicable laws;
   c) Process the Personal Data only to the extent, and in such manner as is necessary for the discharge of the contractor's obligations under this Contract or as is required by Law or any Regulatory Body;
   d) Implement appropriate technical and organisational measures to protect Personal Data against unauthorized or unlawful Processing and accidental loss, destruction, damage, alteration, or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful Processing, accidental loss, destruction, or damage to the

Personal Data and having regard to the nature of the Personal Data which is to be protected;

e) Take reasonable steps to ensure the reliability of its staff who may have access to the Personal Data;

f) Obtain prior written consent from the Authority to transfer the Personal Data for the provision of the Services;

g) Not cause or permit the Personal Data to be transferred, stored, accessed, viewed, or processed outside of India without the prior written consent of the Procuring Entity.

h) Ensure that all staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause.

i) Ensure that none of the staff publishes or disclose any personal data to any third parties unless directed in writing to do so by the Procuring Entity.

j) Not disclose Personal Data to any third parties in any circumstances other than with the written consent of the Procuring Entity or compliance with a legal obligation imposed upon the Procuring Entity;

2) Notify the Procuring Entity (within five Working Days) if it receives;

a) a request from an employee of Procuring Entity to have access to his or other employees' Personal Data; or

b) a complaint or request relating to the Procuring Entity' obligations under the law;

3) The provision of this clause shall apply during the contract Period and indefinitely after its expiry.

5.11 Performance Security

1) Within twenty-one days after the issue of Letter of Award (LoA) by the Procuring Entity, the contractor shall furnish to the Procuring Entity, performance security, valid up to sixty days after the date of completion of all contractual obligations by the contractor, including the defect liability obligations (if any).

2) The amount of Performance security shall be **5% of the contract Price** (including GST) denominated in Indian Rupees or the currency of the contract and shall be in one of the following forms:

a) Account Payee Demand Draft or Fixed Deposit Receipt from a scheduled commercial bank in India, favouring the Bank Note Paper Mill India Private Limited, Administrative Building, Paper Mill Compound, Note Mudran Nagar, Mysuru 570003, Karnataka, India.

b) Bank Guarantee (including e-Bank Guarantee) issued by any scheduled Indian Commercial Bank or from an Indian Branch of a foreign bank or correspondent Indian bank of the foreign bank if not having a branch in India, in the prescribed form provided in Format 2.

c) Insurance Surety Bonds.

d) Online payment in an acceptable form.

3) If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and forfeit Bid Security (EMD), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.

4) If the contractor during the currency of the Contract fails to maintain the requisite Performance Security, it shall be lawful for the Procuring Entity at its discretion:

a) to terminate the Contract for Default besides availing any or all contractual remedies provided for breaches/ default, or

b) without terminating the Contract:

i) recover from the contractor the amount of such security deposit (performance security) by deducting the amount from the pending bills of the contractor under the contract or any other contract with the Procuring Entity or the Government or any person contracting through the Procuring Entity or otherwise howsoever as per GCC-clause 11.4, or

ii) treat it as a breach of contract and avail any or all availing any or all contractual remedies provided for breaches/ default.

5) In the event of any amendment/ extension issued to the contract, the contractor shall furnish suitably amended value and validity of the Performance Security in terms of the amended / extended contract within twenty-one days of issue of the amendment.

6) The Procuring Entity shall be entitled, and it shall be lawful on his part,

a) to deduct from the performance securities or to forfeit the said security in whole or in part in the event of:

i) any default, or failure or neglect on the part of the contractor in the fulfilment or performance in all respect of the contract under reference or any other contract with the Procuring Entity or any part thereof

for any loss or damage recoverable from the contractor which the Procuring Entity may suffer or be put to for reasons of or due to above defaults/ failures/ neglect. The Performance Security / EMD (as available) may be forfeited if the contractor fails to execute the assigned contract as per the Scope of Service, Performance Standard & Assured Quality, in addition to taking any administrative action as per the discretion of procuring entity.

b) and in either of the events aforesaid to call upon the contractor to maintain the said performance security at its original limit by making further deposits, provided further that the Procuring Entity shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the contractor for similar reasons.

7) Subject to the sub-clause above, the Procuring Entity shall release the performance security without any interest to the contractor on 60(sixty) days of completion of all contractual obligations, including the Defect Liability obligations, if any. Alternatively, for the duration of defect liability obligations, upon the contractor submitting a suitable separate Defect Liability Security, the original Performance Guarantee Security shall be released *mutatis-mutandis*.

8) No claim shall lie against the Procuring Entity regarding interest on cash deposits or Government Securities or depreciation thereof.

5.12 Labour Codes and Related Obligations

5.12.1 Independent Contractor

The contractor's status shall be that of an independent contractor and Primary Employer of staff deployed during the contract by him. The Contractor, its employees performing under this Contract are not employees of the Procuring Entity or Procuring Entity or Central or State Government or their agencies/ Enterprises, simply by Services delivered under this Contract.

5.12.3 Obligations of the contractor under Labour Codes and Rules

1) The contractor shall comply with the provisions of the Labour Codes including Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020, (All codes effective from 21st November 2025 : As per the notification of MoLE, GoI effective from 21st November 2025) and Draft

Rules made thereunder, as modified from time-to-time, wherever applicable and shall also indemnify the Procuring Entity from and against any claims under the aforesaid Labour codes and the Rules.

2) The contractor shall obtain a valid license (as & if applicable) under the aforesaid Labour codes and the Rules as modified from time to time before the commencement of the contract and continue to have a valid licence until the completion of the contract. Any failure to fulfil this requirement, the Procuring Entity shall treat it as a breach of contract for default as per the contract and avail any or all remedies thereunder.

3) In respect of all labours employed in the contract for the performance of the contractor's part of the contract, the contractor shall comply with or cause to comply with the provisions of the aforesaid Labour codes and the Rules wherever applicable. The contractor shall be solely responsible for submitting all the necessary returns under these Codes and the Rules. Nevertheless, the contractor shall submit monthly returns to the Procuring Entity to confirm compliance with such Codes and rules. Failure to do so shall entitle Procuring Entity to take any measure to ensure compliance to such codes and rules by the contractor and his associates, including, but not limited to, withholding contractor's on-account bills.

4) The contractor shall pay the wages as per the Code on Wages to their workers not below the rate of minimum wages, as notified by the State Government or Central Government, whichever is higher, through the bank transfer. The contractor shall, notwithstanding the contract's provisions to the contrary, cause to be paid the wages to labours deployed in premises/sit of procuring entity in connection with the said contract as if he had immediately employed the labour. The Procuring Entity shall, without any commitments or being obliged to do, may its discretion, monitor that such payments are being made. The contractor shall be required to submit, every month, documentary evidence in the form of a Bank Statement of having transferred the gross minimum wages to each worker. Failure to do so shall entail Procuring Entity taking up any measure to ensure the payment of wages including, but not limited to, withholding contractor's on-account bills.

5) In every case in which, by virtue of the provisions of the aforesaid Labour codes and the Rules, the Procuring Entity is obliged to pay any amount of wages to a workman employed by the contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Labour codes and the Rules or to incur any expenditure on account of the contingent liability of the Procuring Entity due to the contractor's failure to fulfil his statutory obligations under the aforesaid Labour codes and the Rules the Procuring Entity shall recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Procuring Entity under the aforesaid Labour codes and the Rules, the Procuring Entity shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/ or from any sum due by the Procuring Entity to the contractor whether under the contract or otherwise. The Procuring Entity shall not be bound to contest any claim made against it under the aforesaid Labour codes and the Rules except on the contractor's written request, and upon giving the Procuring Entity complete security for all costs, for which the Procuring Entity might become liable in contesting such claim. The decision of the Procuring Entity regarding the amount recoverable from the contractor as stated above shall be final and binding on the contractor.

6) Labour and Labour Laws

1) The contractor shall comply at its own cost with all prevailing statutory provisions as laid down under various Labour Laws like- Minimum Wages Act, 1948, VDA, Provident Fund & Misc. Provisions Act 1952, ESI Act 1948,(contractor should have valid PF, ESI Registration), Bonus Act 1965, Gratuity Act 1972, Contract Labour Act (Regulation & Abolition), Workmen's Compensation Act 1923, Factories Act 1948, Industrial Dispute Act, Payment of wages Act 1936 , Karnataka Labour Welfare Fund Act, the four Labour Codes (including Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020) and all other applicable statute as applicable & amended from time to time. In case of violation of such statutory provisions under the labour law by the contractor, there will not be any liability on procuring entity and the contract will be liable for termination.
   No labour below the age of the minimum age of work as prescribed by the Govt. of India shall be employed on the work. The contractor should comply with the following provisions prescribed in the Factories Act 1948 and labour codes.
   a) Working hours should not exceed the permissible limits mentioned in the Factories Act 1948.
   b) The employee should get weekly off as per the provisions of the Factories Act 1948.
   c) Overtime is not entertained by procuring entity and overtime cost shall not be paid by procuring entity.
   d) The contractor should abide by the provision of Section – 79 of Factories Act 1948, in so far as annual leave with wages of his employees is concerned.
2) The contractor shall fully indemnify the Procuring Entity for any default or non- observance by the contractor or any of their representatives of any of the provisions of the above-mentioned enactments and the rules framed there under. Even though the contractor shall be solely liable for settlement of any claim made by any person due to the non-observance by the contractor of any of the provisions or otherwise of the enactments cited, the procuring entity reserves its right to settle directly any amount due by the contractor as mentioned above and to recover such amounts from any of the amounts payable by the procuring entity to the contractor or performance security/EMD or in the absence of the same as debt due to the procuring entity by the contractor.
3) Refer **SCC** for existing Minimum wage & V.D.A rates as per latest notification by Office of Chief Labour Commissioner-Central, Ministry of Labour & Employment, Govt of India.
4) The contractor has to ensure to pay his deputed personnel (labours) at premises/site of procuring entity as per the existing Minimum Wages, VDA & other statutes as per the notification of Ministry of Labour & Employment time to time.
5) On Non – submission of statutory compliances towards deputed personnel by the contractor, total submitted monthly bill amount or part of the submitted bill may be kept on hold/ deducted or certain percentage of the bill may be kept on hold/ deducted as deemed fit & as per the discretion of procuring entity.
6) The contractor has to meet and ensure all statutory liabilities such as PF, ESI, Leave Encashment, bonus etc. towards his workers. In addition to above, the contractor has to pay the amount, if any, required to be paid to these labours as and when ordered by appropriate

Government/Labour Authorities / Court pertaining to the tenure of this contract.

7) Weekly off should be provided by the contractor to all employees of the contractor and deployed at premises/site of procuring entity as per the applicable Labour Code/ factories act 1948 and rules made under, it is the responsibility of the contractor to arrange manpower to meet service requirement as per scope of service and as per the requirement of contract & procuring entity and deploy reliever accordingly complying all acts under labour & labour laws. Reliever to be deployed on weekly off, national holidays or any leaves taken by employees of the contractor deployed at premises/site of procuring entity.

8) For any employee of contractor, monthly payment shall be released as per actual attendance basis in line with relevant & applicable labour laws & codes. It may be noted that as per notification No 1/13(1)/2017- LS-II, dated 20.04.2017 issued by Office of Chief Labour Commissioner-Central, Ministry of Labour & Employment, Govt of India: Minimum rates of wages include the wages for weekly day of rest. It implies that no extra payment shall be made for weekly off days. However, payment shall be made on actual attendance basis only.

7) Employees PF & Misc. Provisions Act/social security under the Code on Social Security

a) The contractor shall submit a monthly statement indicating employee-wise (with respective PF codes) PF remittance for the previous month in respect of each of the personnel engaged by him in the Form 12A & separate monthly PF Challan prescribed under the Employees PF & Misc. Provision Act, 1952, along with a list of labour engaged by him and the amount deposited to their respective account and it should be countersigned by him.

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

c) The contractor shall implement /maintain all applicable provisions/rules /registers under the code on social security and other Labour codes.

8) Insurance

The contractor under applicable Labour Code and Labour Law shall suitably cover his deployed workers at the premises/site of procuring entity vide Insurance Coverage as enumerated below:

1) **Employees State Insurance Act**

a) The contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the respective Labour Code & Employees State Insurance Act, 1948, and the contractor further agrees to defend indemnify and hold Procuring Entity harmless from any liability or penalty which may be imposed by the Central, State or local authority by reason of any asserted violation by contractor of the Labour Code & Employees' State Insurance Act, 1948 and also from all claims, suits or proceedings that may be brought against the procuring entity arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of the contractor, by third parties or by Central or State Government authority or any political sub-division thereof. The contractor shall have a valid ESI registration throughout the contract period.

b) The contractor agrees to file with the Employees State Insurance Corporation, the Declaration forms and all forms which may be required in respect of the contractor's employee whose aggregate remuneration is within the specified limit and who are employed in the work provided or those covered by ESI Act under any amendment to the Act from time to time.

c) The contractor shall be responsible to ensure that ESI contribution is deducted from the wages of its workers every month and the amount so deducted from the wages of its workers together with employers' share is remitted to ESI Corporation in their Code No. in each month. The contractor is also required to submit monthly ESI challan with ECR & the copies of ESI cards issued to his workers from ESIC.

d) The contractor agrees to maintain all records as required under the Act in respect of his employees and payments and the contractor shall secure that deployed manpower will maintain such records. Any expenses incurred for the contributions, making contribution or maintaining records shall be to the contractor's account.

e) The Procuring Entity shall retain such sum as may be necessary from the total contract value until the contractor shall furnish satisfactory proof that all contributions as required by the respective Labour Code and Employees State Insurance Act, 1948, have been paid.

2) **Employee's Compensation and Medical Insurance**

a) Contractor's employees (as deployed at premises/site of procuring entity), who are not covered under Code on Social Security /ESI shall mandatorily be provided with a Medical Insurance Policy of Rs. 2,00,000/- (Rupees Two Lakhs only) and an Employee Compensation Insurance Policy of Rs. 2,00,000/- (Rupees Two Lakhs only) by the contractor. The cost towards the same shall borne by the contractor only. The valid policy documents and proof of payment shall be submitted to the procuring entity for verification & records.

b) The aforementioned insurance policies premium amount shall be borne by the Contractor only. However, on submission of insurance policies to procuring entity, a maximum amount of (Rs. 21000*12*3.25%) i.e Rs. 8190/- may be reimbursed by procuring entity against each schedule of Labour (i.e individual labour). Reimbursement will be on actual amount basis and maximum up to Rs. 8190/- against each schedule of labour (i.e individual labour). However, it does not prevent any contract labour to collect any extra compensation from the contractor.

9) Employment liability towards workers employed by the contractor

1) The contractor shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All persons engaged by the contractor shall be on contractor's payroll and paid by contractor. All disputes or differences

between the contractor and his employees shall be settled by contractor.

2) Procuring Entity has absolutely no liability whatsoever concerning the employees of the contractor. Procuring Entity reserves the right to make payments directly to such employees of the contractor and recover the amount in full from the bills of the contractor and the contractor shall not claim any compensation or reimbursement thereof.

3) The contractor shall advise in writing or in such appropriate way to all of his employees engaged by the contractor that their appointment/employment is not by the Procuring Entity but by the contractor and that their present appointment is only in connection with the contract with Procuring Entity and that therefore, such an employment/appointment would not enable or make them eligible for any employment/appointment with the Procuring Entity either temporarily or/and permanent basis. Under no conditions shall the benefit of procuring entity's rules, wages & allowances, facilities etc. be claimed by the contractor and for his own employees

10) Notices to local bodies

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

11) Wages to contractor's workers:

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

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

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

12) Model Rules for Labour Welfare

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

13) Other conditions:

a) The Contractor shall mandatorily issue a formal Appointment Letter to every employee engaged under this contract prior to deployment at premises/site of procuring entity, at the time of joining. The appointment letter shall clearly specify the designation, nature of employment, wages, statutory benefits, place of posting, duties and responsibilities, and other applicable terms and conditions, in compliance with the provisions of the applicable Labour Laws and the New Labour Codes notified by the Government of India. Further, the Contractor shall issue an Experience Certificate / Service Certificate to every employee upon resignation, termination, completion of assignment, or closure/expiry of the contract, as applicable. The certificate shall indicate the period of service, designation/category of Skill, and nature of duties performed.

b) The contractor shall furnish the following documents in respect of the individual manpower who will be deployed by it in the premises/site of procuring entity before the commencement of work.

i) List of Personnel to be deployed,
ii) Certificate of verification of antecedents of person by local police authority,
iii) Certificate of verification of antecedents of person by local police authority.

Detailed proof of identity like Aadhar card, driving licence, bank account details, proof of residence and recent 2 photographs of the personnel to be deployed by the contractor in the premises/site of Procuring Entity.

c) The contractor shall be responsible for proper conduct of his deployed personnel in premises/site of Procuring Entity. In case of any damage/loss/theft etc., to the property of Procuring Entity, which is caused by the personnel deployed by the contractor will be liable to make good the loss as per the provision of the tender.

d) The personnel deployed to premises/site of the Procuring Entity by the contractor should be polite, cordial, positive and efficient while handling the assigned work. In case, the person employed by the contractor commit any act of omission/commission that amounts to misconduct/ indiscipline/incompetence, the contractor will be liable to take disciplinary action against such persons, including their removal from the work, if required by the Procuring Entity.

e) The personnel deployed at the premises/site procuring entity should not be changed by the contractor unless there is a specific request from procuring entity in writing.

f) It will be the responsibility of the contractor to meet transportation, medical and other

requirements at their own risk and cost in respect of the persons deployed in premises/site of Procuring Entity and Procuring Entity will have no liabilities in this regard.

g) The contractor shall be solely responsible for the redressal of grievance/resolution of dispute relating to persons deployed. Procuring Entity shall in no way be responsible for settlement of such issues whatsoever.

h) Procuring Entity shall not be responsible for any financial loss or any injury to any person deployed by contractor in the course of their performing the functions/duties or for payment towards any compensation.

i) The personnel deployed by the contractor shall neither claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees of the Procuring Entity during the currency or after expiry of the contract.

j) In case of termination of the contract on its expiry or otherwise, the personnel deployed by the contractor shall not be entitled to and will have no claim for any absorption in the regular/otherwise capacity in Procuring Entity.

k) The Contractor shall ensure strict adherence to the provisions of the applicable Labour Codes and other statutory requirements in this regard. Failure to comply with the above may be treated as breach of contract and appropriate action, as deemed fit by procuring entity, shall be initiated.

5.12.4 Occupational Safety, Health, Working Conditions, Social Security, and Industrial Relations Requirements:

Contractor to comply provisions under Labour Codes, which includes Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020 and rules.

1) Cleanliness, Health, Hygiene, Environment

a) During the execution of services, unless otherwise stipulated in the contract, the contractor shall at his own cost ensure the following as is necessary for:

i) The safety, hygiene, satisfaction, elegance, acceptance, proper handling of procuring entity's assets and shall ensure that no damage, injury, or loss is caused or likely to be caused to any person or assets or hindrance to other works/ services.

ii) Environmental requirements to conserve energy, water, wood, paper, and other resources, reduce waste, phase out the use of ozone-depleting substances, and minimise the release of greenhouse gases, volatile organic compounds, and other substances damaging health and the environment.

b) Contractor is required to ensure complete cleanliness, health & hygiene at the site. The contractor should ensure that all workers are free from diseases and maintain required neatness and cleanliness and behave properly with employees of procuring entity while working in the factory during working hours. The contractor shall exercise proper control over them and prevent them from acting in any way which would be detrimental or prejudicial to the industrial peace and its day-to-day smooth functioning. Personnel deployed at premises/ site of procuring entity should be strictly prohibited from smoking, alcohol, drug or consumption of any kind of tobacco. Contractor shall ensure that their employ should not consume any kind of tobacco, alcohol, and drug smoking means in premises/site of procuring entity or should not come on duty after consumption.

c) All workers of the contractor deployed at premises/ site of procuring entity should be provided with necessary PPE to carry out their work. The charges for providing PPE to the contractor's workers shall be borne by the contractor. All contract employees have to follow the safety rules prevailing in Procuring Entity. Contractor shall be solely responsible for the safety of its employees. Contractor shall be responsible for providing all safety PPEs to their employees for carrying out the operation and maintenance works in premises/site o fthe procuring entity. Any accident/ incident and its effects caused due to non-availability of proper PPEs / due to the reason that the contractor's employee is not properly using the PPEs/ haven't been properly trained to use PPEs shall be the responsibility of the Contractor. Cost of PPEs are to be borne by contractor. Bidders to quote accordingly in price schedule.

d) Once in a year Contractor has to provide a pair of safety shoes with 2 pair of socks (to be complied with IS standards for safety shoes) and 2 sets of stitched uniform of good quality cotton blend material. Annual Charges for "Uniform, Shoes, Socks" are to be quoted in the prescribed field of Price Schedule.

2) Medical Facilities

The contractor shall provide medical facilities at the premises/site of procuring entity as prescribed by the Procuring Entity's on the advice of the Procuring Entity's Medical Authority. Such facilities shall include a First-Aid facility manned with staff trained in first aid and Fire Fighting as per labour codes or the Procuring Entity's directions.

3) Medical Certificate of Fitness for Labour

a) To ascertain the medical fitness of the worker deployed by contractor, all labours (Contract employees) deployed by the contractor shall be subjected to pre-employment (before deployment) and periodical (after deployment) health check-up as provided in SCC, Sec V.

b) The Contractor has to submit (pre-employment & then periodical health check-up) the above-mentioned tests reports along with fitness certificates to Occupational Health Centre or HR dept of procuring entity for onward submission to Company Medical officer for general check-up like Height, weight, BP, Pulse rate etc., and for issuance of Fitness Certificate in Form-V (under Factories Act-1948) or as per the new Labour Codes & Rules as applicable to all workers engaged by the Contractor.

c) For delivery of Services under the contract, unless a medical certificate of fitness (as stated above) is granted to each worker that he is fit to work as an adult, is obtained and kept in the custody of the contractor or a person nominated by him in this behalf and the person carries with his, while at work, a token giving a reference to such certificate. The contractor shall not employ a person below 18 years of age.

4) Period of Validity of Medical Fitness Certificate

A certificate of fitness granted or renewed for the above-said purposes shall be valid only for one year at a time in general, however procuring entity reserves the right to instruct the contractor to carry out Re-Examination before completion of one year. The certifying authority shall revoke a certificate

granted or renewed if, in his opinion, the holder of it is no longer fit for work in the capacity stated therein.

5) Medical Re-Examination of Labour

Where any official appointed on this behalf by the Ministry of Labour believes that any person employed in connection with the execution of any work under this Contract is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the contractor, or the person nominated by him in this regard, a notice requiring that a certifying surgeon and such person shall examine such persons shall not if the concerned official so directs, be employed or permitted to do any work under this Contract unless he has been medically examined and certified that he has been granted a certificate of fitness or a fresh certificate of fitness, as the case may be.

6) Safety & Security Measures

a) The contractor shall be responsible for the safety of all activities on the Site.

b) The contractor shall be responsible for the safety of all persons employed by him on premises/ Site of procuring entity, and shall report accidents to any of them, however, and wherever occurring on Works, to the concerned authority procuring entity or his representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. The compensation for affected Workers or their relatives shall be paid by the contractor in such cases expeditiously as per the Employee's Compensation Act and relevant labour codes.

c) Safety of Public and Third Parties: The contractor shall be responsible for taking all precautions to ensure the safety of the public and third parties, whether on public or Procuring Entity's property and shall post look out, such persons as may, in the opinion of the concerned authority of procuring entity, be required to comply with regulations pertaining to the service. No explosives shall be used for the Services rendered or on the site by the contractor.

d) The Contractor should scrupulously conform to the safety and security norms as stipulated by procuring entity while working in the security area. The contractor shall take all the precaution while executing this work. Protective gears, safety PPE such as Helmets, shoes, belts, gloves etc. (as required) shall be provided by the contractor at his own cost to all his workers at premises/site of procuring entity.

e) The Contractor shall impose such requirements on deployed manpower. It shall be the responsibility of the contractor to ensure that such protective gear is wear at all times by all deployed personnel of contractor working at Procuring Entity's site. Procuring Entity shall have the right to stop any person not wearing such protective gear from working on the site. Procuring Entity is a security organisation and its premise/site is declared as Prohibited Area. Hence the contractor has to abide by the security rules of the procuring entity.

f) The Contractor shall engage sufficient numbers of manpower (As per contract) of adult competent and has to ensure the character and antecedent of the persons deployed. Contract should ensure that nothing adverse has been found against them.

g) In case of accident, including result in any death or disability to the contractor's worker the same should be immediately reported to the concerned authority and such other concerned authorities under various labour codes, laws. Any person found under the influence of alcohol or intoxicating drugs on duty is unfit for duty and should not be allowed to work. His work permit should be cancelled and he would be sent out of the premises/site of the work. 30% of the Contractor's employees should have training on first aid & firefighting. Certificates of the same should be produced as & when asked by Procuring Entity.

h) The Contractor shall employ only Indian Nationals as his representatives and workers, verify their loyalty before employing. The Contractor shall not engage / employ persons below the ages of 18 years. The contractor shall employ required number of personnel for the proper performance of the services and shall make his own arrangement for his workers. The contractor will be responsible for payment of compensation, insurance etc. in respect of his workers and comply with the rules governing the labourers.

i) If any worker of the contractor indulges in theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring workers in consultation with this office and intimate the workers. Such workers, who indulge in such type of activities, should not be further employed in this office by the contractor in any case.

j) The Contractor shall ensure smooth conduct and behaviour on the part of his employees and shall endeavour to maintain discipline and industrial peace. In the event of any strike by the contractor's employees, the contractor shall ensure that the normal product operations are not affected in any manner by employing workers from an alternate source. In case of his failure to do so, management will deploy the manpower by their own means and debit the cost of the same towards Contractor's bills.

k) The employed contract labours should have valid police verification from the respective police authorities, endorsed by contractor before taking them on work at Procuring Entity's site. The expenses for such verification etc. are to be borne by the Contractor and Procuring Entity will not pay anything towards such expenses. If any report found against any contract labour in the duration of the contract, the contractor has to remove the employed labour. Contract labour should have police verification from the respective police authorities endorsed by contractor before taking them on work at Procuring Entity's premises/site. The expenses for such verification etc. are to be borne by the Contractor and Procuring Entity will not pay anything towards such expenses.

l) The Company reserves its right to advise the Contractor to remove from service any of the contractor's workers if any of such worker's behavior or conduct is not conducive for the general discipline, safety, hygiene and security of the Company or for any other reasons that the company may deem fit and the contractor shall immediately do so.

m) The Contractor must be in a position to produce such documents of fitness whenever asked for to do so. The contractor's authorized representative (owner / director /manager /partner) shall visit at least once in a month at Procuring Entity to get feedback of the service rendered by the contractor viz-a – vis corrective action required to make service more efficient.

n) All materials and articles brought by the Contractor's workers to the Procuring Entity's site/premises shall have to be declared at the Security Gate. Also, no materials shall be taken out from the premises/site of procuring entity without proper gate pass/authorization by the Competent Authority appointed by Procuring Entity.

o) The procuring entity being a secured area (declared as Prohibited Area by Govt of Karnataka), restriction of men and materials in to the premises/site of procuring entity is/are

very essential both for safety and security point of view. The Contractor shall strictly follow the administrative and security regulations of procuring entity at the site of work regarding entry of personnel, vehicles, materials etc. and other regulations that might be enforced from time to time at the work site for efficient operation.

p) The Contractor's employees shall be liable to be frisked / checked by the CISF security personnel at Procuring Entity's premises/site or on duty at any time during performance of their duties.

q) The material gate pass shall be made by Contractor its representative & shall be cleared by the company-nominated In-charge which will further be regulated by CISF Security at Gate office. The manpower gate pass shall be prepared by contractor, then submitted to the company-nominated In-charge, and then, it shall be recommended to CISF Security on nature of job. Then the In-charge CISF Security shall regulate manpower entry as recommended. Contractor shall arrange photo ID passes for its workers. Contractor shall arrange photo ID passes for its workers. In case of any doubts, disputes or difference of opinion the CISF manual / circulars on Security procedures shall be the guiding principles to all.

7) Working Hours

The working hours for the Contractor's personnel will be during Procuring Entity's working hours viz.

a) A Shift: 0600 hours to 1400 hours
b) B Shift: 1400 hours to 2200 hours
c) C Shift: 2200 hours to 0600 hours
d) General (G) shift: 0930 hours to 1800 hours

PROCURING ENTITY RESERVES THE RIGHTS TO CALL CONTRACTOR'S EMPLOYEES FOR DUTY AT ANY TIME AS REQUIRED.

The Contractor shall be responsible to depute personnel as per the requirement. Shifts will be assigned by concerned authority of Procuring Entity. Working hours should not exceed the permissible limits mentioned in the Labour Codes and Rules and/or Factories Act 1948.

5.12.5 Guidelines of Sexual Harassment Act 2013

1) The Bidder shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal Act, 2013". In case of any complaint of sexual harassment against its employee within the premises/site of the Procuring Entity, the complaint will be filed before the Internal Complaints Committee constituted by the Bidder and the Bidder shall ensure appropriate action under the said Act in respect to the complaint.
2) Any complaint of sexual harassment from any aggrieved employee of the Bidder against any employee of the Procuring Entity, shall be taken cognizance of by the Complaints Committee constituted by the Procuring Entity.
3) The Bidder shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Procuring Entity's employee, if sexual violence by the employee of the Bidder is proved.
4) The Bidder shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
5) The Bidder shall provide a complete and updated list of its employees who are deployed within the Procuring Entity's premises/site.

5.12.6 Contractor Labour's records and management system

A comprehensive record needed for contract labour management and monitoring attendance (Identity Cards, Labour Records, Attendance, Time Sheets, Training Record, acknowledgements of labour Codes) for efficient performance and safeguarding workers' welfare must be maintained by the contractor. It may be inspected by the Concerned authority of procuring entity. The contractor shall put this system in place.

1) Registers and Records and Collections of Statistics, as per Code on Wages- 2019, Code on Social Security- 2020, Industrial Relations Code-2020, Occupational Safety, Health & Working Conditions Code, 2020 and applicable Rules under the new labour Codes/ Contract Labour (R&A) Act.

In respect of employment which are governed by The Payment of Wages Act (4 of 1936) & rules made there under or The Minimum Wages Act 1948(11 of 1948) or the rules made there under, the following registers & records required to be maintained by the contractor, shall be deemed to be registered & records to be maintained by the contractor under these rules /under new Labour codes and Rules -

a) Form A – Employee's Register
b) Form B - Wage Register (Including copy of bank statement / acknowledgement)
c) Form C - Register of Loan/Recoveries.
d) Form D - Attendance Register / Muster Roll
e) EPF – ECR & Payment Challan
f) ESI - ECR & Payment Challan
g) Insurance under WC (For ESI exempted employees)
h) Form XIX Wage Slip (to be issued to all employees & copy to be submitted for verification)
i) Professional Tax Details (If any)
j) Register of Worker Employed by Contractor – Form No. (XIII) -Rule 75
k) Register of Wages cum Muster Roll – Form No. (XVIII)
l) Employment Cards – Form No. (XIV) – Rule 76
m) Register of sub-contractor bidder – Form No XII – Rule 74 (Not applicable)
n) Service Certificate – Form No. (XV) – Rule 76
o) Registers under Equal Remuneration Act
p) Leave with wages – Form No. 14 under Karnataka Factories Rules 1969
q) Bonus Register – Form C under payment of Bonus Rules 1975.
r) Accident Register.
s) Register in form IX in respect of Establishments
t) Notice to be exhibited & displayed on premises/site.
u) Any other records / registers required to be maintained by the contractor under statutory provisions applicable to him/her.
v) Labour welfare fund register
w) Form C & D register under Bonus Act
x) Appointment Letter to all contract labours engaged - acknowledgement copy to be submitted to procuring entity.
y) Service Certificates to be issued as per the new Labour codes who are left the job/service/ at the time of closure of the contract (acknowledgement copy is to be submitted to Procuring Entity)
z) Full and final settlement to be done for each employee who are left the job/service/ at the time of closure of the contract (acknowledgement copy to be submitted to Procuring Entity)

Note: Where the wage period is one week or more, the contractor shall issue wage slips in Form XIX to the workers at least a day prior to the disbursement of wages.

2) Register of Overtime

a) Overtime is not entertained & no overtime payment shall be paid by procuring entity. However, a register of overtime shall be maintained by every contractor to record therein number of hours and wages paid for overtime work, if any.

b) Notwithstanding anything contained in these rules where a combined or alternative form is sought to be used by the Contractor to avoid duplication of work for compliance with the provisions of any other Act or the rules framed there under to any other laws or regulation or in cases where mechanized pay roll are introduced for better administration, alternative suitable for or forms in lieu of any of the form prescribed under these rules may be used with the previous approval of the Chief Labour Commissioner (Central).

c) The contractor shall display an abstract of the Codes, Act and rules in English and Hindi and in the language spoken by the majority of workers in such form as may be approved by the Chief Labour Commissioner (Central).

d) All registers and other records required to be maintained under new Labour codes and Rules /Act and rules, shall be maintained complete and up to date, and unless otherwise provided for, shall be kept at and Office or nearest convenient building within the radius of three kilometers. Such registers shall be maintained legibly in English or Hindi. All the registers and other records shall be preserved in original for period of three calendar years from the date of last entry therein. All the registers, records and notice maintained under the Act or Rules shall be produced on demand before the Inspector or any other authority under the Act or any person authorized in that behalf by the Central Government.

e) Where no deduction or fine has been imposed or no overtime has been worked during any wage period, a Nil entry shall be made across the body of the register at the end of the wage period indicating also in precise terms the wage period to which 'nil' entry relates in the respective registers maintained in Forms XX, XXI and XXIII respectively.

f) Notice showing the rates of wages, hours of work wage periods, dates of payment of wages, names address of Inspector having jurisdiction and date of payment of unpaid wages shall be displayed in English and Hindi and in the local language understood by the majority of workers in conspicuous places at the establishment and the work site by the principal employer or the contractor, as the case may be. The Notice shall be correctly maintained in a clean and legible condition.

g) A copy of the notice shall be sent to the Inspector and whenever any changes occur the same shall be communicated to him forthwith. Every contractor shall send half yearly return in Form XXIV (in duplicate) / or as per any amended Form so as to reach the Licensing Officer concerned not later than 30 days from the close of the half year.
Note: Half year for the purpose of this rule means a period of six months commencing from 1stJanuary and 1stJuly of every year.

h) The board committee, Chief Labour Commissioner (Central) or the Inspector or any other Authority under the Act shall have powers to call for any information or statistics in relation to contract labour from contractor at any time by and order in writing.

5.12.7 The obligation of Contractor to ensure awareness of Labour Codes

1) The Contractor has to mandatorily provide a comprehensive day-long training carried out by a certified Third-Party agency for the awareness of Labour codes and the Rules, grievance redressal mechanism and other provisions applicable to his staff, workers, labour employed by him directly or indirectly in delivery of service to the Procuring Entity. The Contractor must submit relevant documentary proof to Procuring Entity of having conducted such training to all workers as and when asked for

2) The Contractor must provide a comprehensive booklet (Procuring Entity approves that) containing all the relevant updated labour codes, rules, and other applicable provisions, to every worker at the outset of the contract in the local vernacular language.

3) Procuring Entity, without any commitments or being obliged to do, may its discretion, provide following facilities for Contractor's Contract Labour working on this Contract:
   a) Helpline for complaints from labour regarding payment of wages, worksite facilities, sexual harassment etc.
   b) Provision for recording anonymous complaints from workers, citizens etc., regarding violation of Labour codes and the Rules by Contractor.

5.12.8 Insurances

1) The contractor (a) shall take out and maintain, at its own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as stipulated in the contract or any applicable law including Labour Codes; and at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid.

2) the contractor at his cost shall provide, in the joint names of the Procuring Entity and the contractor, insurance cover from the start date to the date of completion of the contract, in the amounts and deductibles as per the instructions of the Procuring Entity and the contract for the following events which are due to the contractor's risks:
   a) loss of or damage to Equipment, materials for which advances (if any) have been paid;
   b) loss of or damage to property of the Procuring Entity in connection with the contract; and
   c) Personal injury or death.
   d) Penalties and demands by labour regulatory authorities Insurance policies and certificates for insurance shall be delivered to the Competent Authority appointed by Procuring Entity for approval before the Start Date. All such insurance shall provide compensation payable in Indian Rupees to rectify the loss or damage incurred. Alterations to the terms of insurance shall not be made without the approval of the Competent Authority appointed by Procuring Entity. Both parties shall comply with any conditions of the insurance policies.

5.12.9 Permits, Approvals, Licenses

Whenever the delivery of Services and/or incidental Goods/ Works requires the contractor to obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to licenses or environmental clearance if required. If requested by the contractor, the Procuring Entity shall make its best effort to assist the contractor in complying

with such requirements in a timely and expeditious manner, without any dilution of the Contractor's responsibility in this regard. The Contractor have to obtain the valid labour license (as & if applicable) under the Contract Labour (Regulation & Abolition) Act - 1970 with Contract labour (R&A) Rules - 1971 from the appropriate authority and have to submit the certified Photocopy of the same to the procuring entity. They have to abide by the rules made thereunder the Act. Declaration in letter head is to be submitted with proper reason in case license is not applicable to be taken.

5.12.10 **Accounting, Inspection and Auditing**

The contractor shall keep accurate and systematic accounts and records regarding the provision of the Services under this Contract, as per accounting principles prescribed in India.

5.12.11 **Other Obligations**

Contractor shall provide everything necessary for the proper execution of the services according to the intent and meaning of the Scope of Service and details taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from. If the service provider finds any discrepancy in the Scope of Service & details, he shall immediately and in writing refer the same to the Procuring Entity who shall decide which is to be followed. Contractor shall follow the applicable new labour codes and rules.

6.Procuring Entity's Obligations

6.1 Facilities to be provided by the procuring entity

1) No Facilities other than those stipulated explicitly (if any) in the tender and subsequent contract shall be provided by the Procuring Entity to the contractor for performance of the contract. Whenever such assets are required to be issued to the contractor as per the contract, these would be issued only as per terms and conditions and against appropriate safeguards (including Insurances, Bank Guarantee, Indemnity Bonds, Retention Money etc.) specified therein. The contractor shall use such property for the execution of the contract and for no other purpose whatsoever.
2) If required, the Procuring Entity may hire to the contractor non-key Equipment owned and sparable by Procuring Entity for use during execution of the Services on terms and conditions and on the chargeable basis as may be stipulated in the contract or a separate agreement for Hire of such equipment.

6.2 Provision of Utilities at Site by Procuring Entity

The Procuring Entity may supply without any obligation to do so, the water and electricity required for the delivery of Services from the Procuring Entity's existing water/ electricity supply system. Freight, conveyance, lodging, transportation are in the scope, risk and cost of contractor. During shift, Canteen facility at subsidized rate will be provided to the contract labours, other fooding arrangement are to be borne by the contractor only.

6.3 Custody and return of the Procuring Entity's Assets by Contractor

1) The contractor shall sign accountable receipts for all tools, plants and materials or other assets/ properties (if any) made over to him by the Competent Authority appointed by Procuring Entity. All such assets shall be deemed to be in good condition when received by the contractor unless he has within twenty-four hours of the receipt thereof notified the Procuring Entity to the contrary. Otherwise, he shall be deemed to have lost the right to do so at any subsequent stage.
2) These assets shall remain the property of the Procuring Entity, and the contractor shall take all reasonable care of all such assets. The contractor shall be responsible for all damage or loss from whatever cause caused while assets are possessed or controlled by the contractor, staff, workmen.
3) In case the contractor insures such assets against loss or fire at the request of the Procuring Entity, such insurance shall be deemed to be by way of additional precaution and shall not prejudice the contractor's liability as aforesaid.
4) The contractor shall return all such assets in good order and repair, fair wear and tear excepted, before the completion/ closure/ termination of the contract and shall be responsible for any failure to account for the same or any damage done to that as assessed by the Procuring Entity whose decision shall be final and binding.

7.Scope of Services, Performance Standards and Quality As assurance

7.1 Scope of Services

1) This contract is for the performance/ delivery of Services of the description, scope/ quantum, performance standards and quality outlined in the contract during the contract Period specified therein. Unless otherwise specified, the Services shall conform to performance and quality standards as stipulated in the contract or as per best standards in the market, where not so specified.
2) The contractor shall deliver Services Scope of Services, Sec VII and submit the reports (if applicable), deliverables, outputs, and documents stipulated in the tender to the Procuring Entity.
3) The Services shall include all such work-elements not mentioned explicitly in this Contract, but that can be reasonably inferred from this Contract as being required for attaining Completion of the Services as if such items were expressly mentioned in this Contract.
4) Incidental Works/ Goods: If so stipulated, the contractor shall be required to perform/ deliver specified incidental Works/ Goods as an integral part of the Services in the contract.

7.2 Performance Standards

1) The contractor shall perform the Services as per Scope of Service of the tender, and carry out its obligations with all due diligence, efficiency, and economy, observing sound management practices, and employ appropriate advanced technology and safe methods as per the performance standards and quality control parameters as stipulated in the contract. For matters where the contract does not specify any Standard, the Services delivered shall conform to National/ International Standards or generally accepted professional techniques and practices.
2) The shortfall in Performance: In cases where the performance or/and quality of Services is/are found to be unsatisfactory, Procuring Entity or his representatives shall impose damages for the shortfall in performance as per GCC-clause 10.3 below or SCC, Sec V. This levy of damages shall not absolve the contractor from rectification or reperformance of the defective Service without further payment.

7.3 Quality Control and Defect Liability

1) The Procuring Entity shall check the quality of the Services and shall inspect the contractor's performance according to the relevant section(s) of the tender. The Procuring Entity shall promptly notify the contractor of any identified defects, requesting the correction of the notified defect within a reasonable time.
2) If the contractor has not corrected notified defect within the time stipulated in the Procuring Entity's notice, the Procuring Entity shall assess the cost of having the defect corrected. Without prejudice to any of its other remedies under this Contract or applicable law, procuring Entity shall be legally entitled to deduct such cost from the contract's payments, together with the damages for the shortfall in performance (as per clause above).

7.4 Eligible Services Country of Origin and Minimum Local Content

Unless otherwise stipulated in SCC or Contract, country of origin of 'Services' and related 'Goods' under the contract shall have their origin in India or other countries and must conform to the declaration made by the contractor in its bid regarding but not limited to i) restrictions on certain countries with land-borders with India; ii) minimum local content and location of value addition (Make in India Policy); iii) Contractor's status as MSE

or Start-up. The term "origin" used in this clause means the place from where the Services (and incidental Goods, including subcontracted components) are arranged and delivered, or incidental goods are mined, grown, produced, or manufactured. For purposes of this Clause, the term 'Services' shall have the meaning as defined in GCC-clause 1.2.

7.5 Quantity Tolerance

Unless otherwise stipulated in the contract, the obligation for completing Services shall be considered complete if the Services have been performed to the tolerance of percentage (if any mentioned in SCC) of the quantum or the total value of Services ordered in the contract. Only the delivered quantity shall be paid for as per the terms of the contract.

7.6 Contract Period, Extension and Option Clause

7.6.1 Contract Period

Unless otherwise stipulated in the contract, the contract Period for which the Service shall be provided shall be one year from the effective date of the contract and extendable for another four months as per the discretion of procuring entity, unless completed earlier or terminated as per the contract. SCC, Sec V may be referred in this context for contract period and subsequent extension.

7.6.2 Option Clause

If stipulated otherwise in the contract, the Procuring Entity shall have the right to exercise the following option, by written notification to the contractor no later than thirty (30) days before Contract end: increase the ordered quantum of Services as specified in SCC, Sec V at any time, till the completion date of the contract, by giving reasonable notice and providing a reasonable extension in delivery period for increased quantum, even though the quantum ordered initially has been delivered in full before the completion Period.

8. Measurement, Variations and Modifications

1) The quantities (No. of Manpower to be deployed as per Scope of Service in case of Manpower deployment) set out in the contract are the estimated quantities of the Services, and there may be modifications/ amendments to the contract and contractor to fulfil his obligations under the contract accordingly. Payment shall be made for the actual quantities deployed/ delivered; for manpower deployment contract payment shall be released on actual attendance basis and all other provisions/deductions mentioned in the tender and subsequent contract.
2) For admeasurement of inputs and services if any may be provided in SCC and/or Scope of Service.
3) Procuring Entity reserves the right to vary quantity (No. of Manpower to be deployed as per Scope of Service in case of Manpower deployment) and issue amendment accordingly. For other provisions if any SCC, Sec V and/or Scope of Service may be referred.

9. Deployment of Resources

9.1 Site and Assets thereon

9.1.1 Site of Service Delivery

1) The site for Service delivery shall be the lands, spaces, and other places on, under, in or through which the Services are to be carried out and any other lands or places provided by the Procuring Entity for the contract.
2) No land or building or any other asset belonging to or in possession of the Procuring Entity shall be occupied by the contractor without the permission of the Procuring Entity. The contractor shall not use or allow to be used the site for any purposes other than executing or concerning the execution of the services.
3) Facilities for Inspection: the contractor shall afford the Competent Authority appointed by Procuring Entity and his representative every facility for entering in and upon every portion of the site at all hours for inspection or otherwise and shall provide all facilities required for the purpose. The Competent Authority appointed by Procuring Entity and his representative shall have free access to every part of the site and all places at which materials, tools, and plants are stored or prepared for the Services.
4) Existing Roads and Waterways: Existing roads or water courses shall not be blocked, cut through, altered, diverted, or obstructed in any way by the contractor, except with the permission of the Competent Authority appointed by Procuring Entity. All compensations claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the contractor or his staff shall be recoverable from the contractor by deduction from any sums which may become due to him in terms of Contract, or otherwise according to law.
5) Non-Obstruction of Access: During the progress of Services in any street or thoroughfare, the contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the Services and shall react and maintain at his cost barriers, lights and other safeguards as prescribed by the Competent Authority appointed by Procuring Entity, for the regulation of the traffic, and provide security staff necessary to prevent accidents. 6) No Obstruction to Flow of Work and Personnel of Procuring Entity: Contractor shall arrange his work in consultation with the Competent Authority appointed by Procuring Entity in such a manner to avoid obstruction to the normal flow of work and personnel of the Procuring Entity at the site, preferably utilising non-business hours for such obstructive or hazardous activities.

9.1.2 Security

1) Procuring Entity is a security organisation and contractor must abide by the security rules of the procuring entity.
2) The contractor shall take requisite precautions and use their best endeavours to prevent any riotous or unlawful behaviour by or amongst their workers and others, employed for services, and for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the site of services.
3) Prohibition of Smoking and Intoxicants: the contractor or his staff or any labour employed shall be prohibited from Smoking in 'No Smoking Zone' and in Public Places and also prohibited from the use of any intoxicating substances including, but not limited to, intoxicating beverages during the service period or on-site or near the site or in any of the facilities, sites, buildings, encampments, or tenements owned, occupied by or within the control of the contractor or any of his employees. The contractor shall exercise influence and authority to the utmost extent to secure strict compliance with this condition

9.1.3 Safety

1) The contractor shall be responsible for the safety of all activities on the Site.
2) The contractor shall be responsible for the safety of all persons employed by him on Site,, and shall report accidents to any of them, however, and wherever occurring on Works, to the Procuring Entity, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. The compensation for affected Workers or their relatives shall be paid by the contractor in such cases expeditiously as per the Employee's Compensation Act and other labour codes.
3) Safety of Public and Third parties: the contractor shall be responsible for taking all precautions to ensure the safety of the public and third parties, whether on public or Procuring Entity's property and shall post look out, such persons as may, in the opinion of the Competent Authority appointed by Procuring Entity, be required to

comply with regulations appertaining to the service. No explosives shall be used for the Services rendered or on the site by the contractor.

9.1.4 Clearance of site on completion

On completion of the services, the contractor shall clear away and remove all tools /plants and surplus materials, rubbish and temporary works of every kind and leave the whole of the site clean to the satisfaction of the Competent Authority appointed by Procuring Entity. No final payment in settlement of the accounts for the Services shall be paid, held to be due or shall be made to the contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him. Further detail if any shall be incorporated in SCC, Sec V.

9.2 Deployment of personnel, equipment, tools, plants, materials

1) Contractor to deploy and maintain manpower at procuring entity's site as per the quantity, skill set, qualification, and experience mentioned in Sec VII: Scope of service, performance standard and quality assurance. Substitution of personnel (if any) shall only be allowed in compelling or unavoidable situations, and the substitute shall be of equivalent or higher credentials.
2) Removal of Personnel on orders of Competent Authority appointed by Procuring Entity
   a) If the Procuring Entity finds that any of the Personnel have (i) committed severe misconduct or have been charged with having committed a criminal act, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the contractor shall, at the Procuring Entity's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity, subject to sub clause b) below.
   b) The contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
3) Equipment, tools, plants, material if any and as mentioned in Sec VII: Scope of service, performance standard and quality assurance are to be deployed at procuring entity's site by the contractor and to be removed on order of Competent Authority appointed by Procuring Entity. Further detail if any shall be mentioned in SCC, Sec V.

10. Delivery of Services

10.1 Works Programme & Compliance

1) Contractor to carry out services as mentioned in Sec VII: Scope of service, performance standard and quality assurance, and comply as per the procedures, specifications, instructions directed by Competent Authority appointed by Procuring Entity. The contractor shall not be relieved form responsibility for the due performance of the services in all respects.
2) The effective commencement date of the contract shall be mentioned in LoA.

10.2 Time for Delivery of services and Extensions Thereof

The time and uninterrupted delivery and performances of Services shall be deemed to be the essence of the contract. Subject to any requirement in the contract as to the completion of any portions or portions of the Services before completion of the whole; the contractor shall fully and finally complete the whole of the services comprised in the contract as Sec VII: Scope of service, performance standard and quality assurance. If at any time during the currency of the contract, the contractor encounters conditions hindering the timely performance of services, the contractor shall promptly inform the Procuring Entity in writing about the same and its likely duration. He must make a request to the Procuring Entity for an extension of the delivery schedule. On receiving the contractor's communication, the Procuring Entity shall examine the situation and, at its discretion, may agree to extend the completion schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract in terms of the following clauses.

10.2.1 Extension Due to Modification

Competent Authority appointed by Procuring Entity might grant a reasonable extension of the completion date if any modifications ordered materially increase the time for delivery of the services. The contractor shall be responsible for requesting such extension of the date as soon as the cause thereof shall arise and, in any case, not less than one month before the expiry of the date fixed for completion of the services.

10.2.2 Extension for delay not due to contractor

1) If in the opinion of the contractor, the progress of Services has any time been delayed due to following reasons, then within 15 days of such happening causing delay, he shall give notice thereof in writing to the Competent Authority appointed by Procuring Entity, but shall nevertheless do due diligence to bring down or make good the delays and to proceed with the services:
   a) cases where the contractor is dependent on the approval/ decision of the Procuring Entity, and the delay occurs in such approval/ decision, though requested by the contractor in time;
   b) where extension is granted on account of some omission on the part of the procuring entity, which affects the due performance of the contract by the contractor,
   c) service delivery has been affected by Force Majeure or statutory change or specific executive instructions issued by Govt.
   d) any act or neglect of other contractor employed by the Procuring Entity or in executing the work/service not forming part of the contract but on which Contractor's performance necessarily depends or
   e) proceeding taken or threatened by or dispute with external third parties arising otherwise than from the contractor's own default etc. or
   f) any act or neglect of Procuring Entity's employees or
   g) delay authorized by the Competent Authority appointed by Procuring Entity pending arbitration or
   h) the contractor not having received in due time necessary instructions from the Procuring Entity for which he shall have especially applied in writing to the Competent Authority appointed by Procuring Entity or his authorized representative.
   i) hand over possession of the site or the necessary facilities/ documents/ data or instructions by the Procuring Entity to the contractor or
   j) give the necessary notice to commence the services, or
2) the contractor may also indicate the period for which the Services is likely to be delayed and ask for a necessary extension of time. On receipt of such request from the contractor, the Competent Authority appointed by Procuring Entity shall consider the same and grant such extension of time as in his opinion is reasonable regarding the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period. The same rates, terms, and conditions as the original Contract shall apply during the extended period.

10.2.3 Extension of Time for delay due to contractor

1) If the contractor fails to deliver the Services within the fixed/ extended period for reasons other than those stipulated in GCC-clause 10.2.1 and 10.2.2 above, the Procuring Entity may, if satisfied that the service delivery can still be completed within a reasonable time, extend the period further.
2) On such extension, the Procuring Entity shall be entitled without prejudice to any other right and remedy

available on that behalf to recover from the contractor as agreed damages and not by way of penalty but by way of Liquidated Damages as per GCC-clause 10.3.3 below.

3) Provided further, that if the Procuring Entity is not satisfied that the service can be completed by the contractor or in the event of failure on the part of the contractor to complete the service within the extension of time allowed further as aforesaid, the Procuring Entity shall be entitled without prejudice to any other right or remedy available in that behalf, treat the delay as a breach of contract and avail any or all the remedies thereunder, whether or not actual damage is caused by such default.

4) **Inordinate Delays:** Delays due to the contractor of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be noted as poor performance and be held against the contractor in future tenders. A show-cause notice shall be issued to the contractor before declaring it a poor performance. Such delays may be considered as a breach of the contract at the option of the Procuring Entity.

10.3 Damages and Deductions Thereof

10.3.1 Right of the Procuring Entity to recover Damages

Procuring Entity shall be entitled to, and it shall be lawful for him to recover damages for the shortfall in performance and Liquidated damages as detailed in this clause from all payments due or any Performance Security or any retention money. This clause does not limit Procuring Entity from imposing more than one damages under the contract, and such damages shall be applied concurrently.

10.3.2 Damages for Shortfall in Performance

The Procuring Entity shall, without prejudice to other rights and remedies under the contract, recover as damages for the shortfall in performance, but not as a penalty, 0.5% percent of the delivered price (including elements of GST & freight) of the defective Services, If the contractor fails to perform the Services as per Performance Standards and Quality, without having to prove actual loss incurred.

10.3.3 Liquidated Damages

1) Subject to GCC-clause 10.2, if the contractor fails to perform the Services within the time frame(s) incorporated in the contract, the Procuring Entity shall, without prejudice to other rights and remedies available to the Procuring Entity under the contract, the Procuring Entity may recover from the contractor, as liquidated damages for each week of delay or part thereof until actual delivery or performance, but not as a penalty, a sum equivalent to the 0.5% (half per cent) of the value of delayed portion (that includes variations, taxes and duties) of the Services, subject to a maximum of 5% (Five per cent) of the total contract value. Besides liquidated damages during such a delay, the denial clause shall also apply. The Procuring Entity may deduct liquidated damages from payments due to the contractor.

2) Deductions on account of damages for delays and performance, put together shall be subject to a maximum of 5% (Five per cent, or any other percentage if prescribed) of the entire value of Contract of Services. In case of **inordinate delays**, this upper limit shall be 10% (Ten per cent) of the contract value.

10.3.4 Denial Clause

1) No increases in price on account of any statutory increase in or fresh Imposition of GST, or on account of any other taxes/ duty/ cess/ levy) leviable in respect of the Services and incidental goods/ works stipulated in the said Contract which takes place after the original delivery date shall be admissible on such of the said Services, as are delivered after the said date; and

2) Notwithstanding any stipulation in the contract for an increase in price on any other ground, including the price variation clause, no such increase after the original delivery date shall be admissible on such Services delivered after the said date.

3) Nevertheless, the Procuring Entity shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, or on account of any other Tax or duty or any other ground as stipulated in the price variation clause, which takes place after the expiry of the original delivery date.

4) However, if provision for year-on-year extension of contract period is included in the contract and the contract is extended accordingly then the aforementioned sub-clauses will not be applicable.

10.3.5 Limit on total Damages

However, deduction on account of damages for delays and performance under this clause GCC 10.3, put together shall be subject to a maximum of 10% of the entire value of Contract of Services. However, Penalty, Compensation for damage clause (Refer SCC, Sec V) shall be covered under clause GCC 13.1.5 (Limitation of Liability).

10.4 Suspension of Services

10.4.1 Suspension Ordered by Procuring Entity

The contractor shall, on the order of the Competent Authority appointed by Procuring Entity, suspend the progress of the Services or any part thereof for such time or times and in such manner as the Competent Authority appointed by Procuring Entity may consider necessary, and shall during such suspension, adequately protect and secure the site and assets so far as is necessary in the opinion of the Competent Authority appointed by Procuring Entity. If such suspension is –

a) Provided for in the contract, or

b) Necessary for the proper execution of the Services or because of extraneous conditions or by some default on the part of the contractor and or

c) Necessary for the safety of the Services or any part thereof

10.4.2 Extension of Time and Compensation

The contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the service, but in the event of any suspension ordered by the Competent Authority appointed by Procuring Entity for reasons other than aforementioned and when each such period of suspension exceeds 30 days, the Competent Authority appointed by Procuring Entity shall extend the time of service for completion of the Services as he may consider proper, having regard to the period or periods of such suspensions and such compensations as the Competent Authority appointed by Procuring Entity may consider reasonable in respect of expenses incurred by the contractor during the periods of such suspension.

10.4.3 Suspension Lasting More Than 3 Months

If the Competent Authority appointed by Procuring Entity suspends the Services or any part thereof for more than three months at a time, the contractor may serve a written notice on the Competent Authority appointed by Procuring Entity requesting permission to proceed with the suspended part(s) of service. If such permission is not granted within 30 days from the receipt thereof, the contractor by further written notice may, treat the suspended part(s) of the service as deleted from the Contract. If the whole of the services has been suspended, he may treat it as a breach of the contract by the Procuring Entity and avail any or all remedies provided in this regard in the contract.

10.5 Force Majeure

1) On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services 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 affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Procuring Entity in writing, the contractor shall continue to perform its

obligations under the contract as far as reasonably practicable 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 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 before such termination.

2) Notwithstanding the remedial provisions contained in GCC-Clause 10.3 and 13, none of the Party shall seek any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

11. Prices and Payments

11.1 Prices

11.1.1 Firm Prices/Variable Price:

Unless otherwise stipulated in the contract, Prices shall be fixed and firm. Refer detail in SCC, Sec V. If the Price Variation Clause is included, then same shall be mentioned in SCC, Sec V. Price variation clause (if any) shall be provided in SCC, Sec V.

11.2 Taxes and Duties

1) the contractor shall be entirely responsible for all taxes, duties, fees, levies etc., incurred until delivery of the Services to the Procuring Entity. Further instruction, if any, shall be as provided in the SCC.

2) If applicable under relevant tax laws and rules, the Procuring Entity shall deduct from all payments and deposit required taxes to respective authorities on account of GST Reverse Charge Mechanism; Tax Deducted at Source (TDS) pertaining to GST and Income Tax.

3) **Payment of GST, Tax under the contract:**

a) The payment of GST to the contractor shall be made only on the latter submitting a GST compliant Bill/ invoice indicating the appropriate HSN code/SAC and applicable GST rate thereon duly supported with documentary evidence as per the provision of relevant GST Act and the Rules made there under. The delivery of Services shall be shown being made in the name, location/ state, and GSTIN of the beneficiary of the Services only, the location of the procurement office of the procuring entity has no bearing on the invoicing.

b) While claiming reimbursement of duties, taxes etc. (like GST) from the Procuring Entity, as and if permitted under the contract, the contractor 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 contractor) shall refund to the Procuring Entity, the Procuring Entity's share out of such refund received by the contractor. The contractor shall also refund the appropriate amount to the Procuring Entity immediately after receiving the same from the concerned authorities.

c) All necessary adjustment vouchers such as Credit Notes/ Debit Notes for any short/ excess delivery of Services or revision in prices or any other reason under the contract shall be submitted to the Procuring Entity in compliance with GST provisions.

d) GST shall be paid as per the rate at which it is liable to be assessed or has been assessed provided the provision of Services is legally liable to such taxes and is payable as per the terms of the contract subject to the following conditions:

i) The Procuring Entity shall not pay a higher GST rate if leviable due to any misclassification of HSN number/SAC or incorrect GST rate incorporated in the contract due to contractor's fault. Wherever the contractor invoices the Services/Goods/Works at GST rate or HSN number/SAC, which is different from that incorporated in the contract, payment shall be made as per GST rate, which is lower of the GST rates incorporated in the contract or billed.

ii) However, the Procuring Entity shall not be responsible for the contractor's tax payment or duty under a misapprehension of the law.

iii) Bidder is informed that he shall be required to adjust his basic price to the extent required by a higher tax rate billed as per invoice to match the all-inclusive price mentioned in the contract.

iv) In case of profiteering by the contractor relating to GST tax, the contractor shall treat it as a violation of the Code of Integrity in the contract and avail any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act.

e) The contractor should issue Receipt vouchers immediately on receipt of all types of payments along with tax invoices after adjusting advance payments, if any, as per Contractual terms and GST Provisions.

f) Liquidated damages, Penalty or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the nett balance payment due.

4) **Statutory Variation Clause:** Unless otherwise stated in the contract, statutory increase in applicable GST rate only during the original delivery period/ contract period shall be to Procuring Entity's account. Any increase in the rates of GST beyond the original completion date/ completion period during the extended delivery period/ completion period shall be borne by the contractor. The benefit of any reduction in GST rate must be passed on to the Procuring Entity during the original and extended delivery period. However, GST rate amendments shall be considered for quoted HSN code only, against documentary evidence, provided such an increase of GST rates takes place after the last date of bid submission. However, in case of extension of contract on year-on-year basis statutory increase in applicable GST rate shall be to Procuring Entity's account.

11.3 Terms & Mode of Payment

1) Unless otherwise stipulated, the usual payment term is 100% on delivery/completion and acceptance of Services at 'the Site' by the Procuring Entity and the contractor's production of all required documents. However, SCC, Sec V is to be referred for payment terms.

2) Payment shall be released in INR (Indian Rupees) and in electronic mode only.

3) The contractor shall send its claim for payment in writing as per GST compliant Invoice and documents, when contractually due, along with relevant documents etc., as stipulated in Contract and a manner as also specified therein.

4) While claiming payment, the contractor 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 contractor for claiming that payment has been fulfilled as required under the contract.

11.4 Withholding and lien in respect of sums claimed:

1) Whenever any claim or claims for payment of a sum of money arises against the contractor, out of or under the contract, the Procuring Entity shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain such sum or sums, in whole or in part pending finalisation or adjudication of any such claim from –

a) any security or retention money, if any, deposited by the contractor.

b) any sum(s) payable till now or hereafter to the contractor under the same Contract or

c) any other contract with the Procuring Entity if the security is insufficient or if no security has been taken from the contractor.

2) Where the contractor is a partnership firm or a limited company, the Procuring Entity shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part

from any sum found payable to any partner/ limited company, as the case may be, whether in his capacity or otherwise.

3) It is an agreed term of the contract that the sum(s) of money so withheld or retained under the lien referred above shall be kept withheld or retained till the claim arising out of or under the contract is determined under clause GCC 12 and/or 13. The contractor shall have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the contractor.

4) Lien in respect of Claims in other Contracts: Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Procuring Entity against any claim of the Procuring Entity in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Procuring Entity.

11.5 Payments to Contractor

Unless instructed in writing by the Procuring entity, payments shall not be made for any extra inputs deployed over and above the Input Deployment Plans (Personnel, equipment, materials etc.) mentioned in the contract. Nevertheless, if such inputs are deployed less than those stipulated, deductions shall be made based on the rates indicated for the inputs (Personnel, equipment, materials etc.) in the contract.

11.5.1 "On Account" Payments

the contractor shall be entitled to be paid every month (unless otherwise stipulated in the contract) by way of "On-Account" payment, only for such Services, as in the opinion of the Competent Authority appointed by Procuring Entity, the contractor has executed in terms of the contract during the month. All payments due against the Competent Authority appointed by Procuring Entity or his representative's certificates of measurements (includes attendance registrar, statutory compliance certification as per labour codes in case of manpower deployment contract) shall be subject to any deductions, which may be made under the contract, always provided that the Competent Authority appointed by Procuring Entity may by any certificate make any correction or modification in any previous certificate, which he may have issued. The Competent Authority appointed by Procuring Entity may withhold any certificate if the Services or any part thereof are not being carried out as per the contractual performance standards.

11.5.2 "On Account" Payments Not Prejudicial to Final Settlement

"On-Account" payments made to the contractor shall be without any prejudice to the final settlement of the accounts (except where measurements are noted explicitly in the Measurement Book as "Final Measurements" and the contractor has signed it such). They shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of service having been executed nor of the manner of its execution being satisfactory.

11.5.3 Claims for Variations

The contractor shall prepare and furnish to the Competent Authority appointed by Procuring Entity once in every month an account giving complete and detailed particulars of all claims for any additional expenses (if any) to which the contractor may consider himself entitled to and of all extra or additional works ordered by the Competent Authority appointed by Procuring Entity which he has executed during the preceding month and no claim for payment for and such work shall be considered which has not been included in such particulars.

11.5.4 Advance Payments

No advance payment shall be released to the contractor.

11.5.5 Preconditions for Passing the Bills

1) the Competent Authority appointed by Procuring Entity shall ensure and cross-check with all relevant records before passing the bills of the contractor. Upon verification of the records by Procuring Entity, payments can be released to the contractor.

2) The contractor shall ensure that Minimum wages, VDA, ESI, EPF etc as per labour codes, laws are paid as per the actuals by the contractor to all workers, and portions to be deposited with the relevant authorities has also been deposited by him. If the contractor fails to pay the aforementioned, the same shall be informed to the Regional Labour Commissioner.

3) the Competent Authority appointed by Procuring Entity shall ensure that the contractor submits all the relevant records related to statutory obligations and agreement conditions for claiming monthly bills.

11.6 Completion Certificate and Final payment

11.6.1 Completion Certificate:

Upon a written intimation from the contractor, the Competent Authority appointed by Procuring Entity may issue a certificate of completion duly indicating the date of completion after satisfying himself of the following. The Competent Authority appointed by Procuring Entity may also issue such a certificate indicating the date of completion concerning any part of the service (before the completion of the whole of service), which has been completed to the satisfaction of Procuring Entity.

1) that the whole of the services to be carried out under the provisions of the contracts have been completed or when any such certificate is given in respect of part of a service, such part shall be considered completed.
2) that they have been inspected by him since their completion and found to be in good and substantial order,
3) that such completed services have satisfactorily passed any final test or tests (if any)
4) that all properties, works and things, removed, disturbed, or damaged in consequence of the Services have been adequately replaced and
5) that the contractor has returned in good condition, all assets loaned or hired from the Procuring Entity and has given a satisfactory account of payments made to or retained by the Procuring Entity for such loaned/ hired assets,
6) that the contractor has made good and satisfied in conformity with the contract all expenses and demands:
   a) incurred by or made upon by the Procuring Entity.
   b) for or in respect of damages or losses from or in consequence of the services.

11.6.2 Approval Only by Completion Certificate:

No certificate other than completion certificate referred to in sub-clause above shall be deemed to constitute approval of any service or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof or of the accuracy of any claim or demand made by the contractor or of additional varied Services having been ordered by the Competent Authority appointed by Procuring Entity nor shall any other certificate conclude or prejudice any of the powers of the Competent Authority appointed by Procuring Entity.

11.6.3 Cessation of Procuring Entity's Liability

After the issue of Completion Certificate, the Procuring Entity shall not be liable to the contractor for any matter arising out of or in connection with the contract for the delivery of the Services, unless the contractor shall have claimed in writing in respect thereof before the issue of the Completion Certificate for service in Contract.

11.6.4 Unfulfilled Obligations

Notwithstanding the issue of Completion Certificate for service, the contractor and the Procuring Entity shall remain liable for the fulfilment of any obligation incurred under the provision of the contract before the issue of the Completion Certificate for service, which remains unperformed at the time such certificate is issued. The contract shall be deemed to remain in force till the nature and extent of any such obligations are determined.

11.6.5 Final Payment

The contractor shall submit a Final bill on the certificate of Competent Authority appointed by Procuring Entity regarding

the completion of services. The Final payment shall be released as per the following calculations to the contractor after receiving a clear "No Claim Certificate" signed from contractor:

1) the total service executed by the contractor upto the completion date based on the certification by procuring entity.
2) Extra claim if any
3) necessary adjustment for any payments already made or retained
4) any deduction which may be made under the contract,
5) a complete account of all claims Contractor may have on the Procuring Entity, and the certificate from Competent Authority appointed by Procuring Entity in writing that such claims are correct,

11.6.6 No Claim Certificate and Release of Contract Securities

The contractor shall submit a 'No Claim certificate' to the Procuring Entity in such form as shall be required by the Procuring Entity after the Services are finally admeasured and before the final payment/ performance securities are released. The Procuring Entity shall release the contractual securities without any interest if no outstanding obligation, asset, or payments are due from the contractor. The contractor shall not be entitled to make any claim whatsoever against the Procuring Entity under or arising out of this Contract, nor shall the Procuring Entity entertain or consider any such claim, if made by the contractor, after he shall have signed a "No Claim Certificate" in favour of the Procuring Entity. The Contactor shall be debarred from disputing the correctness of the items covered by the "No Claim Certificate" or demanding a clearance to arbitration in respect thereof.

11.6.7 Payment Audit

Notwithstanding the issue of Completion Certificate and release of final Payment, the Procuring Entity reserves the right to carry out within 180 days (unless otherwise stipulated in the contract) of such completion/ final payment, a post-payment audit and/ or technical examination of the Services and the final bill including all supporting vouchers, abstracts etc. If any over-payment to the contractor is discovered due to such examination, the Procuring Entity shall claim such amount from the contractor.

11.6.8 Signature on Receipts for Amounts

Every receipt for money, which may become payable, or for any security which may become transferable to the contractors, under the contract, shall if signed in the partnership name by any one of the partners of a Contractor's firm, be a suitable and sufficient discharge to the Procuring Entity in respect of the sums of money or security purported to be acknowledged thereby. In the event of death of any contractor, partners during the pendency of the contract, every receipt by anyone of the surviving constituents shall be suitable and sufficient discharge as aforesaid. Nothing in this Clause shall be deemed to prejudice or effect any claim that the Procuring Entity may hereafter have against the legal representative regarding any breach of any contract conditions by any contractor partner/member so dying. Nothing in this clause shall be deemed to prejudice or effect the respective rights or obligations of the contractor partners/ members and the legal representatives of any deceased Contractor partners/ members.

11.7 Defect Liability Period

1) the contractor warrants that the Services have been delivered as per description, scope/ quantum, performance standards and quality outlined in the contract. This Defect Liability shall be in effect for a period stipulated in the contract (or if not specified for ninety (90) days) from completing the Services. The contract shall be deemed alive during this period, even if final payment and/ or Performance Guarantee has been released.
2) During the Defects Liability Period, upon discovering any deficiencies in outputs/ outcomes attributable to a shortfall in scope/ quantum, performance standards and quality of the performed Services, the Procuring Entity shall give written notice to the contractor.
3) Upon receiving such notice, the contractor shall, within 21 days (or within any other period, if stipulated in the contract), expeditiously remedy or reperform the Services or parts thereof, free of cost, at the site.
4) If the contractor, having been notified, fails to rectify/ replace the defect(s) within 21 days (or within any other period, if stipulated in the contract), it shall amount to breach of Contract, and the Procuring Entity shall proceed to take such remedial action(s) as deemed fit by it as detailed.

11.8 Payment Against Time-Barred Claims

All claims against the Procuring Entity shall be legally time-barred after three years calculated from the date when the payment falls due unless the payment claim has been under correspondence. The Procuring Entity is entitled to, and it shall be lawful for it to reject such claims.

11.9 Commissions and Fees

Agents, commission agents are not permitted, hence commissions and fees to them are not applicable.

12. Resolution of disputes

12.1 Disputes

1) If dispute or difference of any kind shall arise between Procuring Entity and the contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
2) All disputes and differences between the parties, as to the construction or operation of the contract, or the respective rights and liabilities of the parties on any matter in question; dispute or difference or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Procurement Officer and the contractor within thirty (30) days from aggrieved Party notifying the other Party of such matters, shall be hereinafter called the "Dispute".
3) The aggrieved party shall give a 'Notice of Dispute' indicating the Dispute and claims citing relevant contractual clause to the designated authority and requesting for invoking the following dispute resolution mechanisms. The Dispute shall be attempted to be resolved before any recourse to courts, through dispute resolution mechanisms detailed subsequently, in the sequence as mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein. While processing a case for dispute resolution/litigation/arbitration, the procuring entity is to take legal advice, at appropriate stages.
   a) Adjudication
   b) Mediation (As per Mediation Act 2023)
   c) Arbitration (As per Arbitration and Conciliation Act, 1996 and subsequent amendments if any)

   Courts at Mysuru shall have exclusive jurisdiction.

12.2 Brief Procedure

1) **Adjudication:** To be proceeded with submission of "Notice of Adjudication".
2) **Mediation:** To be proceeded with submission of "Notice of Mediation" and as per Mediation Act 2023 and subsequent amendments if any. The venue of the Median shall be Mysuru and it shall be conducted in English language.
3) **Arbitration: -** 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 subsequent amendments 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 Mysuru and it shall be conducted in English language.

12.3 Expected Matters

Matters for which provision has been made in any clause of the contract shall be deemed as 'excepted matters' (matters not disputable/ arbitrable), and decisions of the Procuring Entity, thereon shall be final and binding on the contractor. The 'excepted matters' shall stand expressly excluded from the purview of the Dispute Resolution Mechanism, including Arbitration. However, where the Procuring Entity has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but not limited to:

1) any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract ("Third Party Claim"), including, but not limited to, a Party's right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.
2) Issues related to the pre-award tender process or conditions.
3) Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed. All such issues should be highlighted before the signing of the contract by the contractor.
4) Issues related to contractual action/ termination of contract etc., by the Procuring Entity on account of fraud, corruption, debarment of contractors, criminal or willful negligence of the contractor etc.
5) Issues that are already under investigation by CBI, Vigilance, or any other investigating agency or government.
6) Provisions incorporated in the contract, which are beyond the purview of The Procurement Entity or are in pursuance of policies of Government, including but not limited to
   a) Provisions of restrictions regarding local content and Purchase Preference to Local suppliers in terms of Make in India policy of the Government.
   b) Provisions regarding restrictions on Entities from Countries having land-borders with India in terms of the Government's policies in this regard.
   c) Purchase preference policies regarding MSEs and Start-ups

13. Defaults, Breaches, Termination, and closure of Contract

13.1 Termination due to Breach, Default, and Insolvency

13.1.1 Defaults and Breach of Contract

In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

1) **Default in Performance and Obligations:** if the contractor fails to deliver any or all of the Services or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity.
2) **Insolvency:** If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
3) **Liquidation**: if the contractor is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.

13.1.2 Notice for Default:

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies. If there is an unsatisfactory resolution, remedial action may be taken immediately.

13.1.3 Terminations for Default

1) **Notice for Termination for Default:**
   In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the Procuring Entity, if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.
2) Such termination shall not:
   a) prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to the Procuring Entity after that.
   b) the contractor shall continue to perform the contract to the extent not terminated.
   c) All defect liability obligations, if any, shall continue to survive despite the termination.

13.1.4 Contractual Remedies for Breaches/Defaults or Termination for Default

If there is an unsatisfactory resolution within this period, the Procuring Entity shall take one; or more of the following contractual remedies.

1) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.
2) Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing Marginal Cost-based Lending Rates (MCLR) of State Bank of India as on the date of recovery.
3) Recover liquidated damages, penalty and invoke denial clause for delays.
4) Encash and/ or Forfeit performance or other contractual securities.
5) Prefer claims against insurances, if any.
6) Invoke any other contractual securities (including bid security/EMD),
7) Terminate contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.
8) **Risk and Cost Procurement:**
   In addition to termination for default, the Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. The Contractor shall be liable for any loss which the Procuring Entity may sustain on that account. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of the Procuring Entity. In case of rendering service through alternative sources, if price is lower than the existing contract value wherein default has been made, in such case no benefit on this account will be passed on to the contractor.
9) Remove the contractor from registered list of bidders
10) Debar the contractor
11) Initiate proceedings in a court of law for the transgression of the law, tort, and loss, not addressable by the above means.

13.1.5 Limitation of Liability

Except in cases of criminal negligence or willful misconduct:

1) neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages, any other compensation for damages, penalty to the Procuring Entity and
2) the aggregate liability of the Contractor to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Procuring Entity with respect to patent (IPR) infringement.
3) the aggregate liability of the Procuring Entity to the Contractor except for patent infringement, whether under the Contract, in tort or otherwise, at any point of time during the execution/performance of the Contract, shall not exceed the 'total Contract Price less payments already released to the Contractor'
4) Losses/ Damages caused by contractor under GCC-Clause 5.9.2 shall not be covered under this limitation of liability clause and to be compensated additionally by contractor if any incident happens.

13.2 Termination for Default/ Convenience of Procuring Entity and Frustration

13.2.1 Notice for Termination of Contract

1) The Procuring Entity reserves the right to terminate the contract, in whole or in part for its (the Procuring Entity's) convenience or frustration of contract as per sub-clause below, by serving written 'Notice for Termination of Contract' on the contractor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Procuring Entity or the frustration of the contract. The notice shall also indicate inter-alia, the extent to which the contractor's performance under the contract is terminated, and the date with effect from which such termination shall become effective.
2) Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.
3) Unless otherwise instructed by the Procuring Entity, the contractor shall continue to perform the contract to the extent not terminated.
4) All defect liability obligations, if any, shall continue to survive despite the termination.
5) The Services and incidental Goods/Works that are complete and ready in terms of the contract for delivery and performance within thirty days after the contractor's receipt of the notice of termination shall be accepted by the Procuring Entity as per the contract terms. For the remaining Services and incidental Goods/Works, the Procuring Entity 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 Services and incidental Goods/Works and compensate the contractor by paying an agreed amount for the cost incurred by the contractor, if any, towards the remaining portion of the Services and incidental Goods/Works.

13.2.2 Frustration of Contract

1) **Notice of Frustration Event:** Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party whether as a result of the Force Majeure clause or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the contract, as may be necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, the Procuring Entity shall issue a 'Notice for Determining the contract' and terminate the contract due to its frustration as in the sub-clause above.
2) However, the following shall not be considered as such a supervening cause.
   a) Lack of commercial feasibility or viability or profitability or availability of funds.
   b) if caused by either party's breach of its obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

13.3 Closure of Contract

The contract shall stand closed upon,

1) successful performance of all obligations by both parties, including completion of defect liability obligations (if any) and final payment.
2) termination and settlements after that, if any, as per GCC-clause 13.1,13.2 above.

14) Code of Integrity in Public Procurement; Misdemeanours and Penalties

1) Code of Integrity

Procuring authorities as well as bidders, suppliers, contractors, and consultants – should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

1) "Corrupt practice" - making offer, solicitation or acceptance of a bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the Tender Process or to otherwise influence the Tender Process;
2) "Fraudulent practice" - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a tender process or to secure a contract or in the execution of the contract;
3) "Anti-competitive practice" - any collusion, bid-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness, and the progress of the Tender Process or to establish bid prices at artificial, non-competitive levels;
4) "Coercive practice" - harming or threatening to harm persons or their property to influence their participation in the Tender Process or affect the execution of a contract;
5) "Conflict of interest" – Participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have a relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the Tender Process or for personal gain; any personal, financial, or business relationship between the bidder and any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;
6) "Undue Advantage": improper use of information obtained by the bidder from the procuring entity with an intent to gain an

unfair advantage in the procurement process or for personal gain. This also includes if the bidder (or his allied firm) provided services for the need assessment/ procurement planning of the tender process in which he is participating;

7) "Obstructive practice" - materially impede procuring entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity's rights of audit or access to information;

2) Obligations for Proactive Disclosures:

1) Procuring authorities, bidders, suppliers, contractors, and consultants are obliged under this Code of Integrity to *suo-moto* proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any Tender Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.
2) Any bidder must declare, whether asked or not in a bid-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or by the Ministry/ Department of the Procuring Entity from participation in Tender Processes. Failure to do so shall amount to a violation of this code of integrity.
3) The bidder/contractor must disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution of the Contract. The information disclosed must include the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee in a format given in the Tender Document.

3) Misdemeanours and Penalties

The following shall be considered misdemeanours - if a bidder/ contractor either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

1) commits any of the following misdemeanours:
   a) violates the code of Integrity mentioned in GCC-clause 14.1 or the Integrity Pact (if any) included in the Tender/ Contract;
   b) any other misdemeanour, e.g., supply of sub-standard quality of material/ services/ work or non-performance or abandonment of contract or failure to abide by 'Bid Security Declaration'.
2) commits any of the following misdemeanours:
   a) has been convicted of an offence:
      i. under the Prevention of Corruption Act, 1988; or
      ii. the Bhartiya Nyaya Sanhita (BNS), 2023 or any other law for the time being in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.
   b) is determined by the Government of India to have doubtful loyalty to the country or national security consideration.
   c) Employs a government servant, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt government servants or employs a government officer within one year of his retirement, who has had business dealings with him in an official capacity before retirement.

4) Penalties for Misdemeanours

Without prejudice to and in addition to the rights of the Procuring Entity to other remedies as per the Tender-documents or the contract, If the Procuring Entity concludes that a (prospective) bidder/ contractor has committed a misdemeanour in competing for the tender or in executing a contract, the Procuring Entity shall be entitled, and it shall be lawful on his part to take appropriate measures, including the following:

14.4.1 if his bids are under consideration in any procurement

1) Enforcement of Bid Securing Declaration/forfeiture or encashment of Bid Security.
2) calling off of any pre-contract negotiations, and;
3) rejection and exclusion of Bidder from the Tender Process.

14.4.2 if a contract has already been awarded

1) Termination of Contract for Default and availing all remedies prescribed thereunder;
2) Encashment and/ or Forfeiture of performance security relating to the procurement;
3) Recovery of payments including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate of Marginal Cost-based Lending Rates (MCLR) of State Bank of India as on the date of recovery.

14.4.3 Remedies in addition to the above:

In addition to the above penalties, the Procuring Entity shall be entitled, and it shall be lawful on his part to:

1) In case of anti-competitive practices, file information against Bidder or any of its successors, with the Competition Commission of India for further processing, in case of anti-competitive practices;
2) Initiate proceedings in a court of law against Bidder or any of its successors, under the Prevention of Corruption Act, 1988 or the Bharatiya Nyaya Sanhita (BNS) or any other law for transgression not addressable by other remedies listed in this subclause.
3) Remove Bidder or any of its successors from the list of registered suppliers for a period not exceeding two years and not less than six months. Suppliers removed from the list of registered contractors or their related entities may be allowed to apply afresh for registration after the expiry of the period of removal.
4) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.
5) Debar, a bidder/ contractor from participation in future procurements without prejudice to Procuring Entity's legal rights and remedies. Debarment shall automatically extend to all the allied firms of the debarred firm.

SECTION V: SPECIAL CONDITIONS OF CONTRACT (SCC)

Ref: Tender No: BNPM/ OTE/306/2026-27 dated 17.11.2026;
Sub: Providing AMC service of Landscape and Horticulture works at BNPMIPL- MYSURU

Note for Bidders: Following Special Conditions of Contract (SCC) shall apply for this procurement. These Special Conditions shall modify/ substitute/ supplement the corresponding (GCC) clauses as indicated below. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

GCC Clause No.	Topic	To be read as
GCC 1, 2, 3 and 4: General, The Contract, Governing Laws and Jurisdiction, Communications		
1.2	**Agent**	Agent is not permitted for this tender. Refer GCC Clause 11.9: Commission and Fees
1.2	**Sub-Contractor**	Sub-Contracting is not permitted for this tender. Refer GCC Clause 5.8: Assignment and Sub Contracting.
2.6.1(1)	**Modification/ Amendment of contract**	**a) Change request by Contractor:** The value of the change request by the contractor should not be more than plus/minus 15 (Fifteen) per cent of the original contract value, however procuring entity reserves the right to approve/reject the change request. **b) Amendment of Contract by Procuring Entity:** **Amendment of contract for addition/deletion of manpower (if any required)**: Contract shall be amended if any addition/deletion of manpower is required in the currency of the contract. Following may be considered in this respect. i) Refer SCC, Sec V: Option Clause, Measurement, Variations, Modifications for upper limit of amendment.
GCC 5 and 6: Contractor's and Procuring Entity's Obligations		
5.2	**Changes in Constitution/ financial stakes/ responsibilities of a Contract's Business**	In addition to the existing GCC-Clause refer the following: i) The Contractor shall not change the composition during the currency of the contract without the prior approval of the procuring entity. Any happening like death/resignation of any partner / director / member shall be notified within 24 hours of such happening by Registered letter to the concerned Government Authority. On receipt of such notice, the procuring entity reserves the right either to terminate or continue the contract. j) In the event of any dispute, legal or other proceedings by any party or parties concerning the constitution or composition of the contractor, the procuring entity reserves the right to take such necessary action as it deems fit, including termination of contract and withholding payments due or accrued to the contractor.

SECTION V: SPECIAL CONDITIONS OF CONTRACT (SCC)

<table>
<tr><th>GCC Clause No.</th><th>Topic</th><th>To be read as</th></tr>
<tr><td>5.5(3)</td><td>Penalty for Absence</td><td>1. Penalty
a) The successful agency/bidder shall replace immediately any of its personnel who are found unacceptable to BNPM because of security risks, incompetence, conflict of interest, improper conduct etc. up on receiving written notice from the BNPM. The delay in providing a substitute beyond five working days would attract a penalty @1000/- per day on the service providing agency. In case of more than 15 days delay, BNPM reserves the right for imposition of the same. BNPM may in its discretion terminate the contract.
b) The successful agency/bidder shall immediately provide a substitute in the event of any persons leaving the job due to his/her personal reasons. The delay in providing a substitute beyond five working days would attract a 1000/- Rs. of penalty per day on the service providing agency. In case of more than 15 days, BNPM reserves the right for imposition of the same. BNPM may in its discretion terminate the contract.</td></tr>
<tr><td>5.11</td><td>Performance Security</td><td>Defect Liability is not applicable for this tender.</td></tr>
<tr><td>5.12.3(6)(3)</td><td>Obligations of the contractor under Labour Codes and Rules</td><td>In addition to the existing GCC-Clause refer the following:
a) Existing Minimum wage & V.D.A rates w.e.f 01.10.2026 vide notification F.No.6/1/2026, dated 30.09.2026 by Office of Chief Labour Commissioner-Central, Ministry of Labour & Employment, Govt of India is as follows:
<table>
<tr><th>Category of worker</th><th>Rate of wages including V.D.A at B area</th></tr>
<tr><td>Unskilled</td><td>704</td></tr>
<tr><td>Semi-Skilled</td><td>794</td></tr>
<tr><td>Skilled</td><td>933</td></tr>
<tr><td>Highly Skilled</td><td>1024</td></tr>
</table>
b) On monthly basis, all the records are to be submitted to BNPM in good condition and up-to-date in compliance with all the applicable labour codes and laws.</td></tr>
<tr><td>5.12.4(3)(a)</td><td>Occupational Safety, Health, Working Conditions, Social Security, and Industrial Relations Requirements</td><td>
<table>
<tr><th>Sl. No</th><th>Name of Tests for all Contract Labourers /deployed engaged at BNPMIPL, Mysuru to be conducted pre-employment (before deployment) and periodical (after deployment) health check-up</th><th>Remarks</th></tr>
<tr><td>01</td><td>ECG</td><td rowspan="11">For all Contract Labourers</td></tr>
<tr><td>02</td><td>Complete Blood Count</td></tr>
<tr><td>03</td><td>Random Blood Sugar</td></tr>
<tr><td>04</td><td>Lipid Profile</td></tr>
<tr><td>05</td><td>Liver Function Test</td></tr>
<tr><td>06</td><td>Renal Function Test</td></tr>
<tr><td>07</td><td>X-Ray -Chest</td></tr>
<tr><td>08</td><td>Pulmonary Function Test</td></tr>
<tr><td>09</td><td>Audiometry</td></tr>
<tr><td>10</td><td>Urine Routine</td></tr>
<tr><td>11</td><td>Vision Test</td></tr>
</table>
</td></tr>
</table>

GCC Clause No.	Topic	To be read as
		The Contractor has to submit (pre-employment & then periodical health check-up) the above-mentioned tests reports along with fitness certificates to Occupational Health Centre or HR dept of Procuring Entity. for onward submission to Company Medical officer for general check-up like Height, weight, BP, Pulse rate etc., and for issuance of Fitness Certificate in Form-V (under Factories Act-1948) or as per the new Labour Codes & Rules as applicable to all workers engaged by the Contractor. Aforementioned is to be referred in addition to the existing GCC Clause.
GCC 7 and 8: Scope of Services, Performance Standards and Quality Assurance		
7.3	**Quality Control and Defect Liability**	Defect Liability is not applicable for this tender.
7.4	**Eligible Services Country of Origin and Minimum Local Content**	In addition to the existing GCC-Clause refer the following: Minimum Local content for tendered procurement is 50% i.e Class I Local Suppliers are the only eligible bidders to participate in the tender.
7.6.1	**Contract Period**	**Contract Period:** a) The contract shall initially be awarded for a period of One (01) year, further extendable for another two (02) years on yearly extension basis as per sole discretion of procuring entity, subject to satisfactory performance on the same tender terms & conditions of the contract or as per subsequent amendment issued if any. b) During the contract extension period if any, prices quoted for "Service Charge", "Charges for Uniform, Safety Shoes, Socks", " Garden waste disposal and fuel (petrol/ diesel) cost" and "Health Check-up charges" shall remain same. Other price components will be as per the applicable rates intimated vide notifications issued by Office of Chief Labour Commissioner-Central, Ministry of Labour & Employment, Govt of India time to time. c) Performance security/ security deposit is to be extended accordingly with applicable amount within 21 days of issuance of such extension.
7.6.2	**Option Clause**	In addition to the existing GCC-Clause refer the following: Procuring Entity has the option to vary quantity for No. of Manpower to be deployed by contractor vide issuance of amendment to the contract. (Refer SCC, Sec V Clause: Amendment of Contract by Procuring Entity) However, the maximum variation issued by Procuring Entity shall be upto the limit of 25% value over and above the original contracted value (Year wise) with same terms and conditions and contracted rates.
8(3)	**Measurement, Variations, Modifications**	
GCC 9: Deployment of Resources		
No change		
GCC 10: Delivery of Services and Delays		

SECTION V: SPECIAL CONDITIONS OF CONTRACT (SCC)

GCC Clause No.	Topic	To be read as
10.2, 10.2.3, 10.3.1, 10.3.3 (Resp)	**Time for Delivery of services and Extensions Thereof, Extension of Time for delay due to contractor, Right of the Procuring Entity to recover Damages, Liquidated Damage (Resp)**	**Liquidated Damage:** Not applicable. Penalty clauses provided in the tender under Section-V
10.3.1	**Right of the Procuring Entity to recover Damages**	Procuring Entity shall be entitled to, and it shall be lawful for him to recover damages in case any damage is caused to procuring entity due to negligence, carelessness, shortfall in performance or inefficiency of the deployed personnel of the contractor. The contractor shall be responsible to make good the loss from all payments due or any Performance Security/EMD or any retention money. This clause does not limit Procuring Entity from imposing more than one damages under the contract, and such damages shall be applied concurrently. Decision of procuring entity in this respect shall be final and binding on the contractor.
10.3.2	**Damages for Shortfall in Performance**	The Procuring Entity shall, without prejudice to other rights and remedies under the contract, recover as damages for the shortfall in performance, if the contractor fails to perform the Services as per Performance Standards and Assured Quality, without having to prove actual loss incurred. Contractor shall be responsible to make good the loss from all payments due or any Performance Security/EMD or any retention money. This clause does not limit Procuring Entity from imposing more than one damages under the contract, and such damages shall be applied concurrently.
10.3.5	**Limit of Total Damages**	However, the compensation for damages shall be limited under Limitation of Liability clause of GCC, Sec IV.
GCC 11: Prices and Payments		
11.2(3)	**Payment of GST, Tax under the contract**	For Liquidated Damage refer SCC, Sec V against GCC 10.
11.1.1	**Firm Price/Variable Price**	**Firm Price /Variable Price** a) Prices quoted against: Annual cost for "Service Charge", "Charges for Uniform, Safety Shoes, Socks", Garden Waste disposal and fuel (petrol/diesel) cost", "Health Check-up Charges" will remain fixed & firm for price evaluation, LOA, contract, and for any extension of contract period if awarded. b) Any upward / downward revision in GST shall be considered at actuals. No claim in respect of any type of violation of any relevant rules etc., shall be payable. Minimum Wage & VDA as per the notification by Office of Chief Labour Commissioner-Central, Ministry of Labour & Employment, Govt of India (if any) time to time will be adhered and may be reimbursed accordingly.
11.3(1)	**Terms & Mode of Payment**	**1) Monthly Bill Payment** No advance payment will be made to the contractor .The payment of monthly bills shall be made after verifying the original challans for depositions of Professional Tax, Provident Fund, ESIC, GST by BNPM. If any

GCC Clause No.	Topic	To be read as
		payment shall be made inadvertently to the contractor on his contract, BNPMIPL shall recover such amount from the contractors, either by deducting the amount from any sums that may be due or may become due to the contractors by the company on any account whatsoever from this or from any other contract or from the security cum earnest money deposit made by the contractor. 2) The successful bidder shall submit the monthly bills enclosing the certificates as mentioned in succeeding para for payment. **Payment will be made on actual attendance basis**. a) Acknowledgement of receipt of wages by personnel deployed duly indicating the earnings, deductions towards PF and ESI. b) The proof of challan/receipt deposited with the PF Commissioner and ESI office for the payment made towards applicable PF, ESIC for the previous month shall be submitted within 10th of each month to HR dept., while claiming the bill for the current month. In the absence of the proof, the bills will not be processed. Proof of GST submitted is also to be submitted. BNPM may ask for producing the originals of any documents for verification. c) Bank Statement showing debits from awarding agency's bank account towards payment of wages to its personnel deployed at BNPM. **3) Other conditions** The contractor shall submit the monthly bills enclosing the certificates as mentioned hereunder for payment. a) Acknowledgement of receipt of wages by personnel deployed duly indicating the earnings, deductions towards PF and ESI. b) The proof of challan/receipt deposited with the PF Commissioner and ESI office for the payment made towards applicable PF, ESIC for the previous month shall be submitted within 10th of each month to procuring entity, while claiming the bill for the current month. In the absence of the proof, the bills will not be processed. Proof of GST submitted is also to be submitted. Procuring entity may ask for producing the originals of any document(s) for verification. c) Bank Statement showing debits from Contractor's bank account towards payment of wages to its personnel deployed at premises/site of procuring entity. d) The TDS shall be made as per the provisions of lncome Tax Act and GST Act as amended from time to time. e) All statutory deduction as applicable shall be deducted at source as per rules at prevailing rates, unless certificate, if any, for deduction at lesser rate or nil deduction is submitted by the contractor from appropriate authority. f) The contractor shall provide accurate particulars of PAN number as required, under Section 206AA of Income Tax Act 1961. g) First payment shall be released after furnishing Performance Security. h) The contractor shall make regular and full payment of remunerations as due to its personnel under service contract with salary slips and furnish necessary proof whenever required. The payment of personnel by the contractor should be made on or before of every month (As per

GCC Clause No.	Topic	To be read as
		payment of wages Act,1936 and relevant Labour Code). The contractor must provide monthly Pay Slip, EPF No. & ESI Cards, duly activated, to each person engaged by him against this contract. i) The contractor will ensure the remittance of remunerations to the personnel deployed by him at the premises/site of procuring entity by directly transferring into their respective Bank Accounts vide electronic transfer. j) Bonus and leave salary will be paid annually on submission of invoice along with supporting documents. Leave salary (Leave with wages) will be paid as per actuals. k) Payment shall be made for excluding week-off days, i.e. 24/25/26/27 days in a calendar month and addition to that payment shall be made for Paid Holidays as declared by procuring entity, in accordance with the applicable statutory provisions. The wages for such Paid Holidays shall be regulated and disbursed strictly as per the relevant labour laws and statutes in force. l) Statutory Variation in GST (if any i.e increase/ decrease of GST) shall be considered for payment, however GST rate amendment shall be for applicable HSN/SAC only and documentary evidence may be sought by procuring entity from the contractor for this purpose. m) Reimbursement for "Uniforms, safety shoes, socks" and "Health check-up charges", "Garden waste disposal and fuel (petrol/diesel)" shall be provided as per actual basis with maximum cap up as quoted by contractor in price bid. n) Payment for Garden waste disposal and fuel charges be claimed against along with monthly billing as quoted unit price per occasion for complete cleaning +GST. Payment shall be released within 30 days from the date of submission of bills **4) Nonpayment to deployed labours by Contractor** In case procuring entity receives any complaint(s) regarding non-payment of salaries to the personnel deployed contractor, the amount to the contractor's employee will be recovered from the bills of contractor and paid to such person(s).
11.7	**Defect Liability Period**	Defect Liability is not applicable for this tender.
GCC 12 Resolution of Disputes		
No change		
GCC 13 Defaults, Breaches, Termination and Closure of Contract		
13.1.3, 13.2.1, 13.3 (Resp.)	**Terminations for Default, Notice for Termination of Contract, Closure of Contract (Resp.)**	Defect Liability is not applicable for this tender.
13.1.4, 13.1.5 (Resp.)	**Contractual Remedies for Breaches/Defaults or**	For Liquidated Damage refer SCC, Sec V against GCC 10.

GCC Clause No.	Topic	To be read as
	Termination for Default, Limitation of Liability (Resp.)	
GCC14 Code of Integrity in Public Procurement; Misdemeanours and Penalties		
14(2)(3)	**Agent**	Agent is not permitted for this tender. Refer GCC Clause 11.9: Commission and Fees

SECTION VI: SCHEDULE OF REQUIREMENTS

Note for Bidders: Regarding this Schedule, Bidders must fill Form 2: 'Schedule of Requirements - Confirmation/ Deviation' with their techno commercial bid.

Schedule	Description of Services	Quantity	Units of Quantity
1.	Providing AMC service of Landscape and Horticulture works at BNPMIPL-MYSURU	Refer Section – VII	Refer Section – VII for Scope of Service, Performance Standard, Quality Assurance

Note:

Service Delivery: The contract will be for a period of 1 year initially. However based on satisfactory performance the contract period may be extended vide yearly renewal basis for 2nd and 3rd year, BG is to be extended accordingly. The date of commencement of work will be mentioned in the LOI. It is responsibility of the contractor to arrange manpower services at BNPM, Mysore as per the scope of service and comply all statutory compliances under labour codes, labour & labour laws. The necessary transportation, accommodation etc. arrangement for manpower, material should be provided by the contractor. If the service conditions as per the Contract are not met, the Contractor will be blacklisted and will not be considered for any future proposal.

Address for deployment of manpower:
Bank Note Paper Mill India Private Limited
Paper Mill Compound
Note Mudran Nagar,
Mysuru - 570 003

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

SECTION VII – SCOPE OF SERVICE, PERFORMANCE STANDRA, QUALITY ASSURANCE

SCOPE OF SERVICE
Providing AMC service of Landscape and Horticulture works at BNPMIPL, Mysuru

Particulars/Category	No. of Manpower	Location	Remark
Highly Skilled(Supervisor)	2	BNPM, Mysore	General Shift
Skilled	1		
Semi skilled	5		
Unskilled	18		
Total	26		

Note: Requirement on manpower on Sundays & holidays will be notified to the successful bidder by competent authority of BNPM based on requirement if any. Payment will be made on actual attendance basis. Overtime is not payable. Weekly off to be provided to the deputed personnel as per statutory norms. Successful bidder has to ensure uninterrupted work at BNPM. Work locations mentioned in the table are tentative only, BNPM at its own discretion & requirement may utilise the worker at any suitable work location in BNPM properties at Mysore on periodical basis such as company residences, Guest Houses, Company quarters, other company properties etc. (frequency would be once in a week once or as per the requirement, gardening works and disposal of garden debris etc.)

Detailed Scope of work for AMC of Gardening & Horticulture

1. **General Information about BNPM:**

   Total BNPM land is spread over 36.216 acres out of which approximately 12 acres of land is having landscape including trees, flower plants, garden, shrubs, grass, etc. Whole gardening area is equipped with semi-automatic irrigation/watering system. BNPM also has a nursery to develop the plants.

2. **SCOPE OF WORK:**

   The scope of the work is to maintain the gardens, trees and horticulture works at BNPMIPL premises which includes but not limited to:

   (a) Watering, mulching and loosening of soil around the plants.
   (b) Adding top soil whenever required.
   (c) Manuring the plants/garden bi- weekly.
   (d) Weeding (up to 5 meters from edge of planting and trees)
   (e) Fertilizing, at least 2 times a year for trees and at least 4 times a year for other landscaping works, using of Enviro-friendly pesticides or fungicides, and other works for the healthy growth of the plants.
   (f) Filling gaps, thinning and transplanting or replanting where plants may need to be replaced. Along with other planting, the contractor will also be responsible for improving soil conditions for planting. This may include import/export of soil to/from site.
   (g) Cleaning the surrounding area of the existing lawn (approximately 2 meter) which may include de-weeding, uprooting, cutting etc.
   (h) The contractor will also clear vacant area from existing grasses, keep the site clean and

maintain the already planted areas free of weeds, pests or insects that cause diseases. All weeds, unwanted grasses and plant material will be cleared for up to 5 meters from the edge of planting of existing horticultural works including trees.

(i) Disposal of garden wastes outside the BNPM premises. Necessary mechanical transportation involved for disposal of wastes shall be in the scope of contractor including cost of labour for loading and unloading etc.

(j) It shall be the responsibility of the contractor to collect garden waste, bind it in polythene bags, stack separately at a particular location in the premises and to dispose-off garden wastes outside the BNPM premises (by using tractor trolley or any other transportation means) as and when required. The frequency of disposal is to be decided by the contractor based on the site condition (minimum disposal of 2 times per week).

(k) Maintaining the existing irrigation system in good condition. Routine repairs including repair of pipes, sprinklers, electrical system, etc. shall be the responsibility of contractor.

(l) Inspection, monitoring and adjustment of the irrigation system for its effective usage.

(m) Periodical cleaning & inspect electrical/electronic cabinets.

(n) Inspection and flushing of filter equipment including disposal offsite of filter residue.

(o) As the current operation of the irrigation equipment is essential to achieving a healthy landscape, the engagement of a qualified Irrigation Contractor to carry out this check and report status, is paramount.

Important Notes:

- Major Repairs and supply of spares for irrigation system shall come under BNPM scope. However damaged caused due to negligence of the contractor shall be rectified by the contractor at his own cost OR BNPM shall get it repaired at the cost of contractor.
- Contractor shall provide 2 pair of saree and apron to the working female workers. If the saree is torn out or becomes unable to wear then contractor shall replace the same without extra cost.
- Contractor shall provide pair of safety shoe for the working person. Contractor shall get approval from BNPM before issue of safety shoe. Contractor shall be submit samples of shoes as per industrial standard for approval.
- Contractor shall provide Cotton Bucket Hat Outdoor Sun Protection Cap as per the required size.

Replacement of Plants:

(a) The plants that are not up to the standards and those that do not meet specifications, shall be replaced by the contractor at no extra cost to the BNPM. Also loss of plants due to non-availability of water, draught, lack of monsoons, theft, disease, non-performance of the plant, destruction by nature or man, etc. shall all be factored into the rate of maintenance and

replacement of plants in all such cases will be at no cost to BNPM.

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

(c) The contractor shall source other plants and shrubs from available nurseries, unless otherwise specified. Seeds shall be purchased from reputed organizations and hybrid seeds will be used where possible – particularly for flower varieties. No plant material shall be changed without the consent of the BNPM. *The cost of purchase of seeds shall be borne by the contractor.*

Supply of extra plant/Saplings:

In case of new requirement of plants, BNPM may ask the contractor to supply and plant the new shrubs, plants, saplings, etc. and the contractor shall Supply and plant the best quality pot grown healthy shrubs / tree saplings / ground cover / seasonal / lawn etc. as per specifications given by BNPM. Cost of extra/new plants shall be borne by BNPM. Rates for supply of such plants shall be as per the Schedule rates of Horticulture dept. Karnataka or Nurserymen co – operative society Ltd (a wing of horticulture dept., Bangalore) plus 15% administrative/transportation and planting charges. Contractor shall have to submit the original invoice for purchase of such plants. If rates are not available with these agencies, prevailing market price will be considered. Above mentioned 15% charges include cost of ingredients, labor, and maintenance after planting for entire period of contract.

Planting Of Trees:

Whenever planting, the following specifications will be followed by the contractor.

(a) Digging of pits: Tree pits of 600mm x 600 mm x 600 mm (approx. 2'x2'x2') shall be dug a minimum of two weeks prior to back filling. The pits for shrubs shall be 600 mm in depth and 300mm diameter. While digging the pits the topsoil may be kept aside, and mixed with the rest of the soil as specified.

(b) If the soil quality is poor, it shall be replaced with soil mixture acceptable to the BNPMIPL. If the soil quality is satisfactory, then it shall be mixed with manure and river sand. The soil condition will have to be approved by the BNPMIPL. Pest/termite prevention chemicals or any other approved chemical to be applied into the soil before planting as per suppliers specification.

(c) **Back Filling** – The soil is back filled, watered thoroughly and gently pressed down a day previous to planting, to make sure that it may not further settle down after planting.

(d) **Planting** – No tree pits shall be dug until a final tree position has been pegged out for approval. Care shall be taken that the plant sapling when planted is not buried beyond the level of the pot containing it. Planting should not be carried out in water logged soil.

(e) **Staking** – A single vertical stake 1 metre (approx. 3 ft) longer than the clear stem of the tree,

driven 300 mm to 450 mm (approx.1ft to 1'6||) into the soil shall be used. Each tree should be secured to the stake so as to prevent excess movement.

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

Shrub Planting & Ground Cover:

*** Same specification as for trees, except where specified otherwise ***

Lawns:

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

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

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

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

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

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

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

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

Nursery Area:

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

(b) Nursery area shall be used for plant propagation and multiplication. BNPM may at any point

give an order for plants (indoor or otherwise) to be propagated in the Nursery. The contractor will have to have a satisfactory stock of plants in the nursery and share details of the same with BNPM.

Watering of plants:

Water is a scarce resource. It must be used most judiciously. Watering shall be done preferably in the early hours and evening only on working days.

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

Storage of materials/consumables:

The contractor shall also be responsible for storing of various materials/consumables such as manure, fertilizers, pots, hosepipes, pesticides, garden tools, etc. The store should have enough stock of all necessary materials and the nursery work should not suffer due to lack of stock of any item.

Equipment and tools:

Contractor shall bring sufficient tools and tackles for regular maintenance gardening and horticulture on their own cost. These tools can be taken back by the contractor after the completion of the contract period. The general tools like Lawn mowers, grass cutting machines, hoses, *hedging machine*, *tree pruners (telescopic),* garden scissors, pruning shears, trowels, spading forks for loosening soil etc. or any other tool required, should be made available to the contractor employees at the cost of contractor. The contract employees should be trained enough to use these tools effectively and safely. The maintenance of these tools shall also be the responsibility of contractor and the maintenance cost for these tools shall be borne by the contractor.

Contractor has to maintain at least following tools and tackles at BNPM site.

(a) Electrical Lawn cutter : 4 no.

(b) Hedge trimmer (petrol) : 3 no

(c) Chain saw (petrol) : 1 no.

(d) Telescopic tree pruner : 1 No

(e) Weed cutter (petrol) : 3 No

Responsibility:

The landscape contractor's work shall not hinder any other work, either underground or over ground, such as electrical, phone lines, water or sewage lines, etc. In areas of overlap, the landscape contractor shall work in coordination with other related contractors. Any damage by the landscape contractor's team to such utilities will be penalized and contractor shall be responsible for cost for such damages.

Miscellaneous:

While the contractor may have similar projects elsewhere or may have another business, the contractor shall not conduct any other business from BNPM site or BNPM nursery. The use of materials, tools, etc., will be purely for the BNPMIPL site.

The contractor representative/supervisor will be responsible for being available on site during regular working hours of 9:00 am to 6:00 pm shall be required to establish an office & store. The contractor will have to employ post qualified employees familiar in similar work, who will attend the day-to- day requirements of the site at BNPM. After the contract period, BNPM may either extend the contractor's agreement to maintain the site, or may opt to transfer the nursery maintenance and site management to another party.

Monthly Report:

The contractor shall also maintain a work report for work completed each month. The same report in English will be submitted to the BNPMIPL every month. BNPMIPL shall verify completed work as per the report. Contractor will be responsible for meeting deadlines for the completion of the job. The contractor should keep a record of fertilizers, insecticides etc., used in various areas with dates.

Clearing of Site:

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

Compensation for Damages:

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

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

Non – Compliance of Site Instruction:

If the contractor, after receipt of written notice from BNPM, fails to comply with instructions within 7 days, BNPM may get the work executed through some other contractor and all cost incurred in connection therewith shall be recoverable from the contractor by the BNPM or may be deducted from any payment due to the contractor.

Termination of the Contract by BNPM:

If the Contractor stops the works for more than 3 days continuously, then the BNPMIPL has the power to terminate the Contract without giving any notice whatever may be the reason. In this case the contractor has no power to claim compensation and their Security Deposit will be forfeited. The BNPMIPL has the authority to complete the remaining works through other agencies. Decision of the BNPMIPL in this regard is final. The BNPM has the authority to terminate the contract without specifying any reasons thereof, without any compensation at any time during the currency of the contract. However, one-month notice will be given prior to cancellation. The contractor has no right to withdraw or leave the contract in mid before expiry of the term of the specified valid tenure of the contract.

Co–ordinations with other Agencies:

The BNPM reserves the right to use premises and any portions of the site for the execution of any work not included in this contract which it may desire to have carried out by other persons, and the contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the BNPM.

Assignments and subletting:

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

Supervision/Manpower:

SECTION VII – SCOPE OF SERVICE, PERFORMANCE STANDRA, QUALITY ASSURANCE

The contractor is required to deploy competent, well experienced full-time supervisor and manpower as provided below:

Sl No	***Category of manpower***	***Number of persons***	***Educational Qualification***	***Post Qualification Experience***
1	*Supervisor*	*1*	*Bachelor degree in any field or diploma*	*4 years*
2	*Supervisor- Irrigation Technician.*	*1*	*Bachelor degree in the field of irrigation and pipe line works.*	*2 years*
			Basic Education and having working experience in the field of irrigation and pipe line works.	*6 years in irrigation works.*
3	*Skilled*	*1*	*Bachelor degree in any field or diploma.*	*1 years*
			Basic Education and having working experience in the landscape and horticulture works.	*4 years*
4	*Semi- Skilled*	*5*	*NIL*	*2 years in landscape or horticulture works.*
5	*Un Skilled*	*18*	*NIL*	*NIL*

The supervisor shall be responsible to supervise and conduct of the work in accordance to the work order and as per the instructions given by BNPM from time to time.

Contractor has to ensure the availability of at least 85% attendance of the manpower on all the working days (except Sundays and holidays). In case of non-availability of manpower at BNPM site (lesser than 85%), a penalty of 2% of the total monthly bill shall be levied on the contractor.

Salary and Wages:

Salary and wages shall be provided as per the agriculture wages

Contractor has to submit the police verification report of all their employees deployed at BNPM premises.

Contractor has to submit the ESI and PF documents of all the employees deployed in BNPM.

Deductions:

(a) If contractor fails to maintain the BNPM landscape in good condition, BNPM has the right to levy a penalty as deemed fit.

(b) If contractor fails to maintain the minimum manpower (85% of total manpower) on any day, BNPM has the right to levy penalty @2% of the total monthly bill.

12) Other conditions:

Sl.No.	Description
1.	Price bid is for evaluation purpose only, payment will be made on actual attendance basis and as per the prevailing Minimum Wages, VDA, any Govt notifications toward wages issued by Office of the Chief Labour Commissioner (c), Ministry of Labour & Employment, Govt of India time to time and as per applicable percentages towards other statutory compliances, and as per paid holidays decided by procuring entity and as per prevailing labour codes only.
2.	The contractor shall present the bills for reimbursement of the remuneration latest by 7th of every month (As per relevant Labour Code, payment of wages Act,1936) so that the same can be processed by procuring entity at the earliest. However, the deadline of payment of remuneration to the persons deployed by the contractor shall not be altered by the contractor even if payment is not received or delayed by procuring entity.
3.	For any absence against any category, applicable wages per day as applicable against that schedule/category will be deducted. Payment will be made on actual attendance basis only. For absenteeism against any schedule/category of worker deduction will be made as per the SCC, Sec V, Clause: Penalty for absence.
4.	Weekly off should be provided by the contractor to all employees of contract as per the relevant labour law and factories act 1948 and rules made under, it is the responsibility of the contractor to arrange manpower to meet service requirement as per scope of service & instruction of Competent Authority appointed by Procuring Entity and deploy reliever accordingly complying all acts under Four Labour Codes, Labour Laws.
5.	For any employee of the contractor, maximum payment per month shall be made for 27/26/25/24 days in each month based on the no. of days in that month as 31/30/29/28 days respectively, as per actual attendance basis and as per the provision under Four Labour Codes, Labour Laws. It may be noted that as per notification Ref File No: 1/13(1)/2017- LS-II, dated 20.04.2017 issued by Office of Chief Labour Commissioner-Central, Ministry of Labour & Employment, Govt of India: Minimum rates of wages include the wages for weekly day of rest. It implies that no extra payment shall be made for weekly off days. However, payment shall be released on actual attendance basis only.
6.	Paid holidays as declared by Procuring Entity shall be provided. Paid holiday is subject to revision in a calendar year. In price schedule, number of holidays are mentioned for evaluation purpose only and this

Sl.No.	Description
	number of paid holidays is subject to change as per discretion of procuring entity. Payment will be made accordingly as per the declared holidays by Procuring Entity and as per prevailing labour codes.
7.	Freight, conveyance, lodging, transportation are in the scope, risk and cost of contractor. During shift, Canteen facility at subsidized rate will be provided to the contract labours, other fooding arrangement are to be borne by the contractor only.
8.	Leave with Wages with maximum 15 days leave with wages per contract employee per year-subject to statutory provisions i.e all contract employees shall be eligible for 01 day leave with wages for every 20 workings days, leave salary will be paid as per actuals. Procuring Entity shall reimburse the same to the contractor once in a calendar year.
9.	Labour Welfare Fund Employer Contribution is @Rs.100 per Employee. Annual Basis is to be considered on production of documents basis.
10	Bonus @8.33% on Rs.7000 or Minimum wages whichever is higher is to be considered on production of documents basis and to be paid annually. Statutory Limit for Bonus: Rs. 21,000/- i.e Bonus is to be considered if the monthly wage on an employee of contractor is less than or equal to Rs. 21,000/- per month.
11	The contractor has to submit the documentary evidence of purchase of uniforms, safety shoes, socks and the issuance register once in a year as per statutory requirement. Reimbursement for "Uniforms, safety shoes, socks" and Cotton Bucket Hat Outdoor Sun Protection Cap be provided as per actual basis against submission of proper document with maximum cap up to quoted price by contractor in price bid. In case of any damage (of uniform, safety shoes, socks) during the contract period, these should be replaced by the contractor at no additional cost to Procuring Entity. The extra cost incurred on uniform and shoes due to change in manpower team has to be borne by the contractor.
12	The charges for health checkup of the workers of the contractor shall be borne by the contractor. Reimbursement for "Health check-up charges" shall be provided as per actual basis against submission of proper document with maximum cap up to quoted price by contractor in price bid. All workers of the contractor deployed should be provided with necessary PPE (as applicable) to carry out their work. The charges for providing PPE (as applicable) to the workers of the contractor shall be borne by the contractor. No separate reimbursement will be paid to the contractor by Procuring Entity for the same.
13	Annual EPF contribution@13% (Employer) is to be considered, with Statutory Limit: Maximum Rs. 25,000/- per month basis i.e EPF is to be calculated on Rs. 25,000/- only for a contract employee drawing monthly wages more than Rs. 25,000/-. However, EPF will be calculated on actual monthly wage only, if a contract employee draws monthly wage less than Rs. 25,000/-.
14	Annual ESI/ Employee's Compensation insurance contribution@3.25% (Employer) will be as per prevailing Statutory Limit: Maximum Rs. 21,000/- per month basis i.e ESI is not applicable for any employee of the contractor drawing monthly wage more than Rs. 21,000/-.
15	If ESI is not applicable (i.e Wage per month is more than 21,000/-) for any schedule /category, then Employee's Compensation Insurance of Rs. 2 Lakhs + Medical insurance of Rs. 2 Lakhs will be applicable i.e Contract employees under those categories should be covered under Employee's Compensation Insurance policy of Rs. 2 Lakhs and a medical insurance of Rs 2 Lakhs per year. The insurance policy premium amount shall be borne by the contractor only.

Sl.No.	Description
	However, on submission of insurance policies to Procuring Entity, a maximum amount of (Rs. 21000*12*3.25%) i.e Rs. 8190/- (without GST) may be reimbursed by Procuring Entity against each schedule of labour (i.e individual) towards Employee's Compensation Insurance and medical insurance policy (On combined basis). Reimbursement will be on actual amount basis and maximum upto Rs. 8190/- (without GST) against each schedule of labour (i.e individual labour). However, it does not prevent any contract labour to collect any extra compensation from the contractor.
16	In case the contractor gives some salary advance/loan to his employee(s), Procuring Entity shall not be responsible for recovery of the same.

SECTION VII – SCOPE OF SERVICE, PERFORMANCE STANDRA, QUALITY ASSURANCE

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

Authorized signatory & stamp

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

SECTION VIII – QUALIFICATION CRITERIA

(Ref ITB-clause 9.2)

Note for Bidders: Regarding this Schedule, Bidders shall submit **Form 4: 'Qualification Criteria - Compliance'** with their techno commercial bid.

Category	Qualification Criteria	Documents required in support of qualification criteria
Experience	The bidder must have at least three years' experience as on 31.03.2026 of providing "Similar types of services" to any Industry. "Similar type of service" means: Similar works means either the developmental/project works of horticulture/arboriculture or the annual maintenance services for the horticulture/arboriculture works. No relaxation to start-ups and MSEs is applicable.	The bidder shall submit copies of Order / Contract **or** Invoices & GSTR of executed Order / Contract during each of the last three financial years ending on 31.03.2026.(i.e for each of FY 23-24, FY 24-25, FY 25-26) **Note:** Procuring entity reserves the right to seek additional documents, if required.
Past Performance	Bidder should have satisfactorily completed "similar type of service" (**carrying out AMC or project experience of Horticulture Works, horticulture / arboriculture of any industries, townships, factories etc.)** at any industry in one year during last 7 years period ending on 31.03.2026 as following: i. At least one contract having executed value not less than **Rs.86,06,744/-.** OR ii. At least two contracts each having executed value not less than **Rs. 53,79,215/-.** OR iii. At least three contract each having executed value not less than **Rs. 43,03,372/-.** A 'year' in this context is a period of continuous 365 days during the period specified above. In case order / contract of multiple year (combined) is submitted by a bidder, then each year will be considered as separate order/contract for calculating the qualification value .	The bidder shall submit signed copies of following documents: a) Order / Contract b) Documents evidencing successful completion of the above Order/ Contract. c) PF, ESI Registration certificate **Note:** a. Procuring entity reserves the right to seek additional documents, if required. b. Validity means valid upto bid validity period.

SECTION VIII – QUALIFICATION CRITERIA

Category	Qualification Criteria	Documents required in support of qualification criteria
Financial Standing	**a)** The average annual turnover of 'The bidder' during the last three years, ending on 31.03.2025 should be at ***Rs. 43,03,372 /- (Rupees Forty Three Lakhs Three Thousand Three Hundred and Seventy Two only).*** **Relaxation for Start-ups:** Average Annual Turnover is relaxed for Start-ups & MSE's. Eligible start-ups are required to have an average annual turnover of at least ***Rs. 21,51,686/- (Rupees Twenty One Lakhs Fifty One Thousand Six Hundred and Eighty Six only)*** during last three financial year's period ending 31.03.2025. **Relaxation for MSE's:** Average Annual Turnover is relaxed for Start-ups & MSE's. Eligible MSE's are required to have an average annual turnover of at least ***Rs. 21,51,686/- (Rupees Twenty One Lakhs Fifty One Thousand Six Hundred and Eighty Six only)*** during last three financial year's period ending 31.03.2025. **Note:** Start-ups may be MSEs or otherwise.	The bidder shall submit copy of signed: Audited Balance Sheet (BS) and Profit & Loss (P&L) statement for, Financial years (FY): 2024-25, 2023-24, 2022-23 and 2021-22. Chartered Accountants certificate for Turnover, Profit and Net worth may be accepted for the bidders, where tax audits have been exempted as per the existing Govt. orders issued before tender closing date. **Note:** a) The Start-up bidders should submit recognition issued by DPIIT for providing services as per tender. b) The MSE bidders should submit UDYAM registration certificate with Major Activity as Services and with applicable NIC. c) UDIN of CA should be mentioned for FY 2024-25 financial documents. d) Procuring entity reserves the right to seek additional documents.
	b) Net worth of the bidder firm should not be in negative as on 31.03.2025 and should have not **eroded** [Ref Note (ii)] by more than 30% (Thirty percent) year-on-year basis as well as cumulative basis in the last three financial year's period ending 31.03.2025.	

Note:

i. If the date of constitution/ incorporation of the bidder's firm is less than three financial years, then the average annual turnover during the last two years/ last financial year (as the case may be) should be at least as mentioned in clause (a) of Financial Standings mentioned above. Initial Net worth shall be calculated as financial year of constitution/incorporation.

ii. Erosion shall be calculated only on account of reported loss in the statement of P&L account, which has led to reduction in capital. Net-worth (NW) erosion will be calculated as below,

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

iii. Procuring entity reserves the right to verify all credentials submitted by bidders towards eligibility criteria.

iv. JV/Consortium is not allowed. Hence corresponding credentials are not allowed.

v. Financial Standing credentials of a domestic Holding Company can be clubbed with only one of its fully owned subsidiary bidding companies, with submission of appropriate legal documents proving such ownership.

SECTION VIII – QUALIFICATION CRITERIA

Category	Qualification Criteria	Documents required in support of qualification criteria
vi. Demerged entities (by virtue of a corporate restructuring exercise, etc.) are not allowed to use the credentials of the original/parent entity to satisfy the Qualification/Eligibility criteria. vii. Doctrine of Substantial Compliance': The Qualification/Eligibility Criteria are for shortlisting of sources who are competent to perform the contract (if awarded) to ensure best value for money. This process is neither intended to bestow any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic interpretations of these criteria, disregarding the very rationale of the Qualification/Eligibility Criteria. Keeping this caveat in view, interpretation by procuring entity would be based on common usage of terminologies and phrases in public procurement in accordance with the 'Doctrine of Substantial Compliance' and would be final. viii. If the date of constitution / incorporation of the bidder's firm is less than four financial years, then net worth of the financial year of constitution / incorporation will be considered as the initial reference year (i.e instead of NW of FY 2021-22 as per this tender) to calculate net worth erosion if any. ix. Original Documents against all the submitted copies of the documents (i.e. bid documents) must be submitted for inspection, if so demanded.		

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

All experience & past performance 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 qualification 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 qualification criteria mentioned above.

Authorized Signature with stamp & date

SECTION IX: FINANCIAL BID

(TO BE FILLED ONLINE ONLY THROUGH e-PROCUREMENT PORTAL AS PER THE PRSECRIBED EXCEL SHEET)

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

Dear Sir/Madam,

Sub: Providing AMC service of Landscape and Horticulture works at BNPMIPL- MYSURU

Ref: Tender No: BNPM/ OTE/306/2026-27 dated 17.11.2026

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

FORM B1:

BANK NOTE PAPER MILL INDIA PRIVATE LIMITED

Registered & Corporate office: Administrative Office Building Paper Mill Compound, Entry Gate 1, Note Mudran Nagar, Mysore – 5700003

Tender No: BNPM/OTE/306/2026-27 dated 17.11.2026

FORM B1

Name of Work: Providing AMC service of Landscape and Horticulture works at BNPMIPL- Mysuru

Name of the Firm(Mandatory Field) :							
Sr No (a)	**Description (b)**	**HSN/SAC**	**Qty (c)**	**UOM**	**Unit Price (INR) (d)**	**Total GST Annual Basis (INR) (e)**	**Total Effective Price without GST (INR) (f) Annual**
1	PRICE FOR PROVIDING AMC SERVICE OF LANDSCAPE AND HORTICULTURE WORK AT BNPMIPL, MYSURU- AS PER THE SCOPE OF SERVICE, PERFORMANCE STANDARD, QUAITY ASSURANCE SEC – VII – (Refer FORM B2 for Price Break Up)		**1**	**Year**	78,14,703.95	14,06,646.71	78,14,703.95
2	TOTAL EFFECTIVE PRICE (Without GST) IN FIGURE(INR)- ANNUAL (1)						78,14,703.95
3	TOTAL EFFECTIVE PRICE (Without GST) - IN WORD(INR)- ANNUAL (1)						
4	TOTAL PRICE IN FIGURE WITH GST (INR)- ANNUAL (1)						92,21,350.66
5	TOTAL PRICE - IN WORD WITH GST (INR)- ANNUAL (1)						

( )

Seal

Name

SECTION IX: FINANCIAL BID

Signature with Date

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

SECTION IX: FINANCIAL BID

FORM B2: PRICE BREAK UP:

Providing AMC service of Landscape and Horticulture works at BNPMIPL- MYSURU

Ref: Tender No: BNPM/ OTE/306/2026-27 dated 17.11.2026

BANK NOTE PAPER MILL INDIA PRIVATE LIMITED

Registered & Corporate office: Administrative Office Building Paper Mill Compound, Entry Gate 1, Note Mudran Nagar, Mysore – 5700003

Tender No: BNPM/OTE/306/2026-27 dated 17.11.2026

FORM B2: PRICE BREAK UP

Name of Work: Providing AMC service of Landscape and Horticulture works at BNPMIPL- Mysuru

Name of the Firm(Mandatory Field) :

SL NO (A)	Category (B)	No of Manpower (C)	Per Day – Minimum Wages i.e Basic + VDA- (INR)(D)	No of Days (Q)	Minimum Wages i.e Basic+ VDA-Annual (INR)(Payment will be made on actual attendance basis only) (E = (C*D*Q)	Annual Cost for 9 National and festival holidays wages (F=(C*D*9))(INR)	Annual EPF contribution@13% (Employer) ,(Statutory Limit: Maximum Rs. 25000/- per month)(INR) (G)	Annual ESI Contribution@3.25% (Employer)- (Statutory Limit : Maximum Rs.21,000/- per month) (INR)(H)	Annual - Sub Total (I) (INR)	Leave With Wages (maximum 15 days leave with wages per employee per year- subject to statutory provisions) J=C*D*15 Days	Annual cost for Labour Welfare Fund Employer Contribution @Rs.100 per Employee -Annual Basis on production of documents K=(C*100) (INR)	Annual BONUS @8.33% on Rs.7000 or Minimum wages (Statutory Limit Rs. 21,000 per month) whichever is higher on Annual Basis and on production of documents L) (INR)	Total Annual Cost (M=I+J+K+L) (INR)
1	Highly Skilled	2	1,024	304	6,22,592	18,432	78,000	-	7,19,024	30,720	200	-	7,49,944
2	Skilled	1	933	304	2,83,632	8,397	36,872	-	3,28,901	13,995	100	-	3,42,996
3	Semi Skilled	5	794	304	12,06,880	35,730	1,56,894	40,385	14,39,889	59,550	500	1,03,509	16,03,449
4	Unskilled	18	704	304	38,52,288	1,14,048	5,00,797	1,28,906	45,96,039	1,90,080	1,800	3,30,396	51,18,315
5		26	Sub Total (Without GST)- Annual										78,14,703.95
6	Administrative Costs, Tools, Tackles, equipments, Profit and other charges etc., (FIXED) - Annual in Rs.												
7	Service charges (FIXED) -Annual in Rs.												
8	Garden waste disposal and fuel (petrol/diesel) cost (FIXED) - Annual in Rs.												
9	Uniform charges (2 sets of uniform for men, 2 pair of saree and apron to the working female workers, a pair of shoes with socks and Cotton Bucket Hat Outdoor Sun Protection Cap) (FIXED) - Annual in Rs.												
10	Reimbursement of Health check-up charges for deploed manpower- Annual in Rs.												
11	Total price (without GST)- Annual in Rs.												78,14,703.95
12	Total GST @18% in Rs.												14,06,646.71
13	Total Price(With GST)- Annual in Rs.												92,21,350.66

SECTION IX: FINANCIAL BID

Note: *Quoted "Service charge" and "All other charges" shall remain same for any extension of the contract period also.*

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

FORM 1: BID FORM (COVERING LETTER)

(To be submitted as part of Techno-commercial bid, along with supporting documents, if any, On Bidder's Letter-head)

(Ref ITB Clause 9.2)

Bidder's Name_____
[Address and Contact Details]
Bidder's Reference No._____ Date……..

To
Bank Note Paper Mill India Pvt Ltd,
Registered & Corporate Office,
Gate 1, Paper Mill Compound,
Note Mudran Nagar, Mysuru – 570 003.
Karnataka. India.
Ref: Tender Document No. **BNPM/OTE/306/2026-27 dated 17.11.2026**;
Tender Title: **Providing AMC service of Landscape and Horticulture works at BNPMIPL- MYSURU**

Sir/ Madam,
Having examined the abovementioned Tender Document, we, the undersigned, hereby submit/upload our Techno-commercial and Financial bid (Price Schedule) for the performance of Services and incidental Goods/Works in conformity with the said Tender Documents.

1. **Our Credentials:**
   a. We are submitting this bid: -
   on our behalf, and there are no agents/ dealers involved in this tender, and hence no agency agreement or payments/ commissions/ gratuity is involved. Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Form 1.1 (Bidder Information).
2. **Our Eligibility and Qualifications to participate:**
   We comply with all the eligibility criteria stipulated in this Tender Document, and the relevant declarations are made along with documents in Form 1.2 of this bid-form. We fully meet the qualification criteria stipulated in this Tender Document, and the relevant details are submitted along with documents in Form 4: 'Qualification Criteria - Compliance.
3. **Our Bid to deliver Services:**
   We offer to deliver the subject Services of requisite Performance Standard and within Delivery Schedules/Contract Period in conformity with the Tender Document. The relevant details are submitted in Form 2: 'Schedule of Requirements – Compliance' and Form 3: 'Scope of Service, Performance Standard and Quality Assurance - Compliance.'
4. **Prices:**
   We hereby offer to perform the Services at our lowest prices and rates mentioned in the separately submitted/uploaded Price-Schedule. It is hereby confirmed that the prices quoted therein by us are:
   a. based on terms of delivery and delivery schedule/contract period confirmed by us; and
   b. Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Goods/ Works considered necessary to make the proposal self-contained and complete, has been indicated therein, and
   c. based on the terms and mode of payment as stipulated in the Tender Document. We have understood that if we quote any deviation to terms and mode of payment, our bid is liable to be rejected as nonresponsive, and
   d. have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
      i. those prices; or
      ii. the intention to submit an offer; or
      iii. the methods or factors used to calculate the prices offered.

e. have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

5. **Affirmation to terms and conditions of the Tender Document**
We have understood the complete terms and conditions of the Tender Document. We accept and comply with these terms and conditions without reservations, although we are not signing and submitting some of the sections of the Tender Document. Deviations, if any, are submitted by us in Form 5: 'Terms and Conditions - Compliance'. We also explicitly confirm acceptance of the Mediation and Arbitration Terms as given in the Tender Document

6. **Bid Security (EMD)/ Bid Securing Declaration**
We have submitted the required Bid Security (EMD)/ Bid Securing Declaration (BSD, in lieu of Bid Security) in stipulated format vide Form 7: 'Documents Relating to bid security.'

7. **Abiding by the Bid Validity**
We agree to keep our bid valid for acceptance for a period up to **120 days**, as required in the Tender Document or for a subsequently extended period, if any, agreed to by us and are aware of penalties in this regard stipulated in the Tender Document in case we fail to do so.

8. **Non-tampering of Tender Document**
We confirm that we have not changed/ edited the contents of the Tender Document. We realise that any such change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the Tender Document. We also confirm that copies of documents/ affidavits/ undertakings submitted along with our techno commercial bid are valid, true, and correct to the best of our knowledge and belief. If any dispute arises related to the validity and truthfulness of such documents/ affidavits/ undertakings, we shall be responsible for the same. Upon accepting our financial bid, we undertake to submit for scrutiny, on-demand by the Procuring Entity, originals, and self-certified copies of all such certificates, documents, affidavits/ undertakings.

9. **A Binding Contract**
We further confirm that, if our bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that, until a formal contract is signed or issued, this bid, together with your written Letter of Award (LoA), shall constitute a binding contract between us.

10. **Performance Guarantee and Signing the contract**
We further confirm that, if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required performance security amount and/ or failure to execute the agreement, the Procuring Entity has the right to avail any or all punitive actions laid down in this regard, stipulated in the Tender Document.

11. **Signatories:**
We confirm that we are duly authorized to submit this bid and make commitments on behalf of M/s …….. Supporting documents are submitted in Form 1.1 annexed herewith. We acknowledge that our signature is valid and legally binding.

Rights of the Procuring Entity to Reject bid(s):
We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred Tender Document.

……..
(Signature with date)
……..
(Name and designation)
Duly authorized to sign bid for and on behalf of
[name & address of Bidder and seal of company]

FORM 1.1: BIDDER'S INFORMATION

(To be submitted as part of Techno-commercial bid, along with supporting documents, if any, On Bidder's Letter-head)

(Ref ITB-clause 9.2)

Bidder's Name_____
[Address and Contact Details]
Bidder's Reference No._____ Date……..
Tender Document No. **BNPM/ BNPM/OTE/306/2026-27 dated 17.11.2026**;
Tender Title: **Providing AMC service of Landscape and Horticulture works at BNPMIPL- MYSURU**

Note: Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanours in the Tender Document.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1) **Bidder/ Contractor particulars:**
   a) Name of the Company:……..
   b) Corporate Identity No. (CIN) , if any: ……..
   c) Partnership Deed No., if any……..
   d) Registration, if any, with The Procuring Entity: ……..
   e) GeM ID, if any……..
   f) Place of Registration/ Principal place of business/ manufacture ……..
   g) Complete Postal Address: ……..
   h) Pin code/ ZIP code: ……..
   i) Telephone nos. (with country/ area codes): ……
   j) Mobile Nos.: (with country/ area codes): ……..
   k) Contact persons/ Designation: ……..
   l) Email IDs: ……..

   Submit documents to demonstrate eligibility as per NIT-Clause 3 and ITB-clause 3.2 – A self-certified copy of registration certificate – in case of a partnership firm – Deed of Partnership; in case of Company – Notarized and certified copy of its Registration; and in case of Society – its Byelaws and registration certificate of the firm.

2) **Taxation Registrations: (To be filled only if applicable)**
   a) PAN number: ……..
   b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.): ……..
   c) GSTIN number: …….. in Contractor and Service Site States
   d) Registered/ Certified Offices from where the Services would be supported and Place of Service Site for GST Purpose: ……..
   e) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts): ……

   ☐ We solemnly declare that our GST rating on the GST portal/ Govt. official website is not negative/ blacklisted and GSTIN is regular and active.

   Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.

3) **Registrations and Licences**

   We have the following registrations/ licences required for the performance of this Service (tick as applicable). Authenticated copies of these are enclosed herewith:

   ☐ EPF

   ☐ESI

FORM 1.1: BIDDER'S INFORMATION

☐Any other required ----------.

4) Authorization of Person(s) signing the bid on behalf of the Bidder

a) Full Name: _____

b) Designation: _____

c) Signing as:

☐A sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor,

☐A partnership firm/Limited Liability Partnership (LLP) Firm. The person signing the bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney,

☐A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

☐A Society. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

Documents to be submitted: Registration Certificate/ Memorandum of Association/Partnership Agreement/ Power of Attorney (As per respective state stamp act)/ Board Resolution

5) Bidder's Authorized Representative Information

a) Name:

b) Address:

c) Telephone/ Mobile numbers:

d) Email Address:

(Signature with date)
……..
(Name and designation)
Duly authorized to sign bid for and on behalf of
[name & address of Bidder and seal of company]

FORM 1.2: ELIGIBILITY DECLARATIONS

(To be submitted on Company Letter-head along with supporting documents, if any)

(Ref ITB-clause 9.2)

Tender Document No. **BNPM/ BNPM/OTE/306/2026-27 dated 17.11.2026;**
Tender Title: **Providing AMC service of Landscape and Horticulture works at BNPMIPL- MYSURU**

Bidder's Name_____
[Address and Contact Details]
Bidder's Reference No._____ Date_____

Note: *The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.*

Eligibility Declarations

(Please tick appropriate boxes or cross out any declaration not applicable to the Bidder)

We hereby confirm that; we comply with all the stipulation of NIT-clause 3 and ITB clause 3.2 and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:

1. Legal Entity of Bidder: _____
2. Bidder Status: _____
3. We are not a JV/Consortium.
4. We solemnly declare that we (including our affiliates or subsidiaries or constituents):
   a. are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
   b. (including our affiliates or subsidiaries or constituents for any part of the contract):
      i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by Security Printing & Minting Corporation India Limited (SPMCIL)/ Bharatiya Reserve Bank Note Mudran (P) Limited (BRBNMPL)/ BNPMIPL/ Any Government Agency from participation in its Tender Processes; and/ or
      ii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by departments/agencies of Government of India as mentioned in subclause (i) above from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
      iii) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.
      iv) We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.
      v) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.
      vi) Shall not sub-contract if the contract is awarded.
5. Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017: We certify as under:
   "We have read the clause regarding restrictions on procurement from a bidder of a country / bidder having Transfer of Technology arrangement, which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:
   a. we are not from such a country / have transfer of technology arrangement or, if from such a country / have transfer of technology arrangement, we are registered with the Competent

FORM 1.2: ELIGIBILITY DECLARATIONS

Authority (copy enclosed). and;

b. *we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.*

6. Start-up status:

We confirm that we ☐are/ ☐are not a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT.

Sr No.	Particulars	Declaration by Bidder
1	EMD exemption is claimed under Start -up:	Yes ☐ No ☐
2	Turnover exemption is claimed under Start up:	Yes ☐ No ☐
3	Start-up detail:	DPIIT No. ☐ Validity: ☐ Field of work (As per DPIIT): ☐

7. MSME Status:

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

a) We are - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Dept. / PSU/Others: ☐

b) We attach herewith, UDYAM Registration Certificate with the UDYAM Registration Number as proof of our being MSE registered on the UDYAM Registration Portal. The certificate is the latest up to the deadline for submission of the bid.

Sr No.	Particulars	Declaration by Bidder
1	Type of MSE enterprise as per UDYAM:	Manufacturing ☐ Services ☐ Trading ☐
2	Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners)	
3	EMD exemption is claimed under: MSE	Yes ☐ No ☐
4	Turnover exemption is claimed under MSE	Yes ☐ No ☐
5	Purchase preference is claimed under: MSE	Yes ☐ No ☐
6	UDYAM detail	UDYAM No.: ☐ NIC: ☐

8. Make in India Status:

FORM 1.2: ELIGIBILITY DECLARATIONS

Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

a) Self-Certification for the category of suppliers:

Details of local content and location(s) at which value addition is made are as follows:

Local Content and %age	
Location(s) of value addition	

Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):

☐Class-I Local Supplier/

☐Class-II Local Supplier/

☐Non-Local Supplier.

b) **We also declare that**

☐There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for the offered Service, or

☐We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Service.

9. Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

……..
(Signature with date)
……..
(Name and designation)
Duly authorized to sign bid for and on behalf of
……..
……..
[name & address of Bidder and seal of company]

DA: As above.

FORM 1.3: DECLARATION BY AGENTS/ ASSOCIATES OF FOREIGN PRINCIPALS/ OEM'S

NOT APPLICABLE TO THIS TENDER DOCUMENT

FORM 2: SCHEDULE OF REQUIREMENTS - COMPLIANCE

(To be submitted as part of Techno Commercial bid on Company Letter-head)

(Ref ITB-clause 9.2)

Tender Document No. **BNPM/OTE/306/2026-27 dated 17.11.2026;**
Tender Title: **Providing AMC service of Landscape and Horticulture works at BNPMIPL- MYSURU**

Bidder's Name_____
[Address and Contact Details]
Bidder's Reference No._____ Date…….

Note to Bidders:
Fill up this Form regarding Section VI: Schedule of Requirements maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.

Deviations from Schedule of Requirements
Note to Bidders: Highlight deviations, if any, from Section VI: Schedule of Requirements in this Form.

Deviations (if any) from Manpower Deployment including relievers (With Nos, Qualification, Experience)

Sl. No.	Category	Minimum manpower required	Educational Qualification	Post Qualification Experience	Bidder's compliance (Yes/no/Deviation)
1	Supervisor-Highly Skilled	01	Bachelor degree in any field or diploma	4 years	
2	Supervisor-Irrigation Technician-Highly Skilled	01	Bachelor degree in the field of irrigation and pipe line works.	2 years	
			Basic Education and having working experience in the field of irrigation and pipe line works	6 years in irrigation works	
3	Skilled	01	Bachelor degree in any field or diploma.	1 years	
			Basic Education and having working experience in the landscape and horticulture works.	4 years	
4	Semi- Skilled	05	NIL	2 years in landscape or horticulture works	
10	Unskilled	18	NIL		

FORM 2: SCHEDULE OF REQUIREMENTS - COMPLIANCE

Sl. No.	Category	Minimum manpower required	Educational Qualification	Post Qualification Experience	Bidder's compliance (Yes/no/Deviation)
				NIL	
Total		26			

We shall comply with, abide by, and accept without variation, deviation, or reservation all requirements detailed in Section VI: Schedule of Requirements in the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

……..
(Signature with date)
……..
(Name and designation)
Duly authorized to sign bid for and on behalf of
……..
[name & address of Bidder and seal of company]

FORM 3: SCOPE OF SERVICE, PERFORMANCE STANDRAD AND QUALITY ASSURANCE- COMPLIANCE

(To be submitted as part of Techno Commercial bid on Company Letter-head)

(Ref ITB-clause 9.2)

Tender Document No. **BNPM/OTE/306/2026-27 dated 17.11.2026**;
Tender Title: **Providing AMC service of Landscape and Horticulture works at BNPMIPL- MYSURU**

Bidder's Name_____
[Address and Contact Details]
Bidder's Reference No._____ Date…….

Note to Bidders: *Highlight deviations from Section VII: Scope of Service, Performance and Quality Assurance requirements maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.*

Sl. No.	Ref of Scope of Service, Performance Standard and Quality Assurance		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub-Clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all Technical Specifications, Scope of Service, Performance Standard and Quality Assurance requirements in the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

……..
(Signature with date)
……..
(Name and designation)
Duly authorized to sign bid for and on behalf of
……..
[name & address of Bidder and seal of company]

DA: Relevant documents like technical data, literature, drawings, and other documents

FORM 4: QUALIFICATION CRITERIA COMPLIANCE

(To be submitted as part of Techno-commercial bid on Company Letter-head)

(Ref ITB-clause 9.2)

Tender Document No. **BNPM/OTE/306/2026-27 dated 17.11.2026;**
Tender Title: **Providing AMC service of Landscape and Horticulture works at BNPMIPL- MYSURU**

Bidder's Name_____
[Address and Contact Details]
Bidder's Reference No._____ Date…….

Category	Qualification Criteria	Details of documents submitted in support of qualification criteria
Experience	The bidder must have at least three years' experience as on 31.03.2026 of providing "Similar types of services" to any Industry. "Similar type of service" means: Similar works means either the developmental/project works of horticulture/arboriculture or the annual maintenance services for the horticulture/arboriculture works. No relaxation to start-ups and MSEs is applicable	
Past Performance	Bidder should have satisfactorily completed "similar type of service" (**carrying out AMC or project experience of Horticulture Works, horticulture / arboriculture of any industries, townships, factories etc.)** at any industry in one year during last 7 years period ending on 31.03.2026 as following: i. At least one contract having executed value not less than **Rs.86,06,744/-.** OR ii. At least two contracts each having executed value not less than **Rs. 53,79,215/-.** OR iii. At least three contract each having executed value not less than **Rs. 43,03,372/-.** A 'year' in this context is a period of continuous 365 days during the period specified above. In case order / contract of multiple year (combined) is submitted by a bidder, then each year will be considered as separate order/contract for calculating the qualification value.	

FORM 4: QUALIFICATION CRITERIA COMPLIANCE

Category	Qualification Criteria	Details of documents submitted in support of qualification criteria
Financial Standing	**c)** The average annual turnover of 'The bidder' during the last three years, ending on 31.03.2025 should be at ***Rs. 43,03,372 /- (Rupees Forty Three Lakhs Three Thousand Three Hundred and Seventy Two only).*** **Relaxation for Start-ups:** Average Annual Turnover is relaxed for Start-ups & MSE's. Eligible start-ups are required to have an average annual turnover of at least ***Rs. 21,51,686/- (Rupees Twenty One Lakhs Fifty One Thousand Six Hundred and Eighty Six only)*** during last three financial year's period ending 31.03.2025. **Relaxation for MSE's:** Average Annual Turnover is relaxed for Start-ups & MSE's. Eligible MSE's are required to have an average annual turnover of at least ***Rs. 21,51,686/- (Rupees Twenty One Lakhs Fifty One Thousand Six Hundred and Eighty Six only)*** during last three financial year's period ending 31.03.2025. **Note:** Start-ups may be MSEs or otherwise	
	a) Net worth of the bidder firm should not be in negative as on 31.03.2025 and should have not **eroded** [Ref Note (ii): Qualification Criteria] by more than 30% (Thirty percent) year-on-year basis as well as cumulative basis in the last three financial year's period ending 31.03.2025.	

FORM 5: TERMS AND CONDITIONS - COMPLIANCE

(To be submitted as part of Techno-commercial bid on Company Letter-head)

(Ref ITB-clause 9.2)

Bidder's Name_____
[Address and Contact Details]
Bidder's Reference No._____ Date……..
Tender Document No **BNPM/OTE/306/2026-27 dated 17.11.2026;**
Tender Title: **Providing AMC service of Landscape and Horticulture works at BNPMIPL- MYSURU**

Note to Bidders: *Fill up this Form regarding Terms and Conditions in the Tender Document, maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.*

Sl. No.	Ref of Tender Document Section, Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub-Clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

……..
(Signature with date)
……..
(Name and designation)
Duly authorized to sign bid for and on behalf of
……..
……..
[name & address of Bidder and seal of company]

DA: If any, at the option of the Bidder.

FORM 6: CHECK-LIST FOR BIDDERS

(Ref ITB-clause 9.2)
(To be submitted as part of Pre-qualification bid)
(on Company Letter-head)

Bidder's Name_____
[Address and Contact Details]
Bidder's Reference No._____ Date…….

Tender Document No. **BNPM/OTE/306/2026-27 dated 17.11.2026;**
Tender Title: **Providing AMC service of Landscape and Horticulture works at BNPMIPL- MYSURU**

Note to Bidders: *This check-list is merely to help the bidders to prepare their bids, it does not over-ride or modify the requirement of the tender. Bidders must do their own due diligence also.*

Sr	Documents submitted, duly filled, signed	Yes/ No/NA
1.	Form 1: Bid Form (to serve as covering letter and declarations applicable for both the Techno-commercial bid and financial bid)	
2.	Form 1.1: Bidder Information along with Power of attorney and Registration Certificates etc.	
2.a	Self-attested copy of Registration certificates etc. of the firm (includes Company's registration / Certificate of incorporation: CIN, MoA, AoA/Partnership Deed/Any other registration certificate)	
2.b	Self-attested copy of PAN	
2.c	Self-attested copy of GSTIN registration(s)	
2.d	Self-attested copy of Power of Attorney etc. authorizing signatories on stamp paper (As per respective state stamp act)/ Borad Resolution/ Proprietor declaration to sign the bid	
3.	Form 1.2: Eligibility Declarations, along with supporting Documents	
3.a	Self-attested copy of Registration certificate for bidders from restricted neighbouring countries (if applicable)	
3.b	Self-attested copy of MSME registration i.e UDYAM Certificate (If applicable)	
3.c	Self-attested copy of Start-up registration/ status issued by DPIIT (If applicable)	
3.d	Self-attested copy of the certificate of Local Supplier Status for Make in India policy, from auditors/ cost accountant in case of Tenders above Rs 10 Crore	
4.	Form 2: Schedule of Requirements – Compliance	
5.	Form 3: Scope of Service, Performance Standard and Quality Assurance -Compliance	
6.	Relevant documents like technical data, literature, drawings, and other documents, at the option of Bidder	
7.	Form 4: Qualification Criteria – Compliance	

FORM 6: CHECK-LIST FOR BIDDERS

7.a	Documents Attached supporting the compliance to Qualification Criteria	
7.a.i	Experience: Order/ Contract received Or Invoice & GSTR of the executed contract (For each of FY 23-24, FY 24-25, FY 25-26)	
7.a.ii	Past Performance: a) Order / Contract received b) Documents evidencing successful completion of the above Work order/ Contract. c) PF, ESI Registration certificate	
7.a.iii	Financial Standing: Balance Sheet, Profit & Loss Statement (For each of FY 21-22, FY 22-23, FY 23-24, FY 24-25)	
8.	Form 5: Terms and Conditions - Compliance	
8.a	Documents if any at the option of Bidder, supporting deviation	
9.	Form 6: This Checklist	
10.	Bid Security (EMD), if applicable	
10.a	Form 7: Bid Security Declaration (If applicable)	
11.	Form 8: Duly signed Integrity Pact (If applicable)	
12.	Section IX - Filled Financial Bid (Price Schedule) (Not to be enclosed with techno commercial bid)	
13.	Any other requirements, if stipulated in TIS/ ITB; or if considered relevant by the Bidder	
14.	Complete sign and stamped tender document along with corrigenda if any as acceptance	
15.	Bank Mandate or Cancelled Cheque	

……..
(Signature with date)
……..
(Name and designation)
Duly authorized to sign bid for and on behalf of……..
[name & address of Bidder and seal of company]

FORM 7: BID SECURITY DECLARATION

(on Company Letter-head)

Bidder's Name_____
[Address and Contact Details]
Bidder's Reference No._____ Date……..

To
The Managing Director,
Bank Note Paper Mill India Pvt Ltd,
Registered & Corporate Office,
Gate 1, Paper Mill Compound,
Note Mudran Nagar, Mysuru – 570 003.
Karnataka. India.

Ref: Tender Document No. **BNPM/OTE/306/2026-27 dated 17.11.2026**

Tender Title: **Providing AMC service of Landscape and Horticulture works at BNPMIPL- MYSURU**

Sir/ Madam,

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration In lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Entity up to 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
2) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
    a. refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
    b. Fail or refuse to sign the contract.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

1) receipt by us of your notification
    a. of cancellation of the entire tender process or rejection of all bids or
    b. of the name of the successful bidder or
2) forty-five days after the expiration of the bid validity or any extension to it.

(Signature with date)
……..
(Name and designation)
Duly authorized to sign bid for and on behalf of……..
[name & address of Bidder and seal of company]
Dated on …….. day of …….. [insert date of signing],
Place……. insert place of signing]

FORM 8: INTEGRITY PACT

NOT APPLICABLE TO THIS TENDER DOCUMENT

FORMAT 1: BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

…….. (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/Bidder") has submitted its quotation dated.....for the delivery 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

FORMAT 1: BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Checklist for Bank Guarantee:

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

1. BG should be issued on not less than Rs. 300/- e-stamp / non-judicial stamp paper in case of paper Bank Guarantees (or) not less than Rs. 200/- e-stamp in case of e-Bank Guarantees.
2. Non-judicial stamp paper / e-stamp paper should be purchased in the name of BG issuing bank only.
3. In case of stamp/e-stamp paper first party should be BG issuing bank and second party should be BNPM.
4. Date of sale of non-judicial / e stamp paper shown on the BG and the stamp paper (BG) issued is not more than six months prior to the date of execution of BG.
5. Executing officer of BG should indicate his name, designation and power of attorney number / signing power no etc. on each page of BG.
6. Name and address of the supplier, name and address of BNPM and value are to be mentioned clearly.
7. Overwriting / cutting if any in BG should be authenticated under signature and seal of authorized signatory of BG issuing Bank.
8. BG number and BG date should be mentioned in all pages of BG and all pages are endorsed / signed by authorized signatories of issuing bank.
9. Amount mentioned in figures and words are to be matched.
10. Validity of BG should be in line with **ITB-clause 9.4.**
11. BG should be unconditional.
12. Our Bank details is mentioned below:
    Name of the Bank: **HDFC Bank.**
    Name of the Branch: **Richmond Road Branch.**
    Account No: **05230350002465.**
    Branch Address: **No. 8/24, Salco Centre, Bangalore- 560025, Karnataka.**
    IFSC: **HDFC0000523.**

FORMAT 2: BANK GUARANTEE FOR PERFORMANCE SECURITY

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

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

Performance Guarantee No.:

WHEREAS.....(name and address of the Contractor) (hereinafter called "The Contractor") has undertaken, in pursuance of LOA (Letter of Award) no..... dated ..... to deliver (description of services) (herein after called "The Contract").
AND WHEREAS it has been stipulated by you in the said LOA that the Contractor 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 LOA;
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 Contractor, 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 Contractor 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

FORMAT 2: BANK GUARANTEE FOR PERFORMANCE SECURITY

Checklist for Bank Guarantee:

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

1. BG should be issued on not less than Rs. 300/- e-stamp / non-judicial stamp paper in case of paper Bank Guarantees (or) not less than Rs. 200/- e-stamp in case of e-Bank Guarantees.
2. Non-judicial stamp paper / e-stamp paper should be purchased in the name of BG issuing bank only.
3. In case of stamp/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 are to be mentioned clearly.
7. Overwriting / cutting if any in BG should be authenticated under signature and seal of authorized signatory of BG issuing Bank.
8. BG number and BG date should be mentioned in all pages of BG and all pages are endorsed / signed by authorized signatories of issuing bank.
9. Amount mentioned in figures and words are to be matched.
10. Validity of BG should be in line with the contract.
11. BG should be unconditional.
12. Our Bank details is mentioned below:
    Name of the Bank: **HDFC Bank.**
    Name of the Branch: **Richmond Road Branch.**
    Account No: **05230350002465.**
    Branch Address: **No. 8/24, Salco Centre, Bangalore- 560025, Karnataka.**
    IFSC: **HDFC0000523.**

FORMAT 3:

NOT APPLICABLE FOR THIS TENDER DOCUMENT

FORMAT 4:

No Claim Certificate
(Refer GCC-Clause 11.6.6)
(On company Letter-head)
Contractor's Name_____
[Address and Contact Details]
Contractor's Reference No._____ Date……..

To
The Managing Director, Bank Not Paper Mill India Pvt Ltd, Mysore
(through Head of Procurement, Bank Not Paper Mill India Pvt Ltd, Mysore)

No Claim Certificate

Sub: Contract Agreement no. ---------- dated ----------for _____

We have received the sum of Rs. (Rupees _____only) as final settlement due to us for the supply of under the abovementioned contract agreement. We have received all the amounts payable to us with this payment and have no outstanding dispute of any description whatsoever regarding the amounts worked out as payable to us and received by us. We hereby unconditionally and without any reservation whatsoever, certify that we shall have no further claim whatsoever, of any description, on any account, against the Procuring Entity, under contract above. We shall continue to be bound by the terms and conditions of the contract agreement regarding its performance.

Yours faithfully,

Signatures of contractor or officer
authorised to sign the contract documents.
on behalf of the contractor

(company Seal)

Date: Place: