Not 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 SUPPLY, INSTALLATION, COMMISSIONING OF NEW VRF AC SYSTEM, REMOVAL OF OBSOLETE MODEL OF EXISTING AC SYSTEM AT BNPMIPL, MYSURU

This tender document contains 81 Pages

Tender Enquiry No.	**BNPM/OTE/317/2026-27**
Tender issuing date	**23.11.2026**
Pre-bid meeting date & time	**03.12.2026 at 15:00 Hrs**
Due date & time for bid submission	**14.12.2026 till 11:00 Hrs.**
Due date & time for bid opening	**14.12.2026 till 11:30 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)** **0821-2401111/173/180**

Registered & Corporate Office:
Administrative Building,

Gate 1, Paper Mill Compound,
Note Mudran Nagar, Mysuru – 570 003.
Telephone No. 0821 – 2401 111.

e-mail: scm.tender@bnpmindia.com

website: www.bnpmindia.com

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SECTION I – NOTICE INVITING TENDERS

1. E-Tenders are invited from eligible and qualified tenderers for following work:

Schedule No.	Brief Description of Goods	Quantity (with unit)	Earnest Money Deposit	Remarks
1	Supply, installation, commissioning of new VRF AC system, removal of obsolete Model of existing AC System at BNPMIPL, Mysuru	1 (Lumpsum)	Rs. 1,35,000/- (Rupees One Lakh Thirty-Five Thousand only)	a) Refer Section – VII for Technical Specifications. b) Refer Section- III (SIT) for EMD Exemption.

2. Guidelines to submit e-tender (Online/e-portal):

a) The NIT Form with standard tender documents will be accessible in the e-Tendering website: www.tenderwizard.com/BNP. Aspiring Bidders/Suppliers who have not registered for e-tendering should register through the website: www.tenderwizard.com/BNP.

b) The registration charges of Rs. 3,000/- plus applicable taxes (per year) are to be paid online only.

c) Class III Digital Signature Certificate (DSC) is mandatory to participate in e-Tenders. Participating Bidders/Suppliers 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 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 – XI 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. 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) Against receipt of below-mentioned notification *(in bold)* through email from tender wizard 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.

h) 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. BNPMIPL (Procuring Entity) / Keonics / Tender wizard will not be responsible for non-submission / non-resubmission of any bid.

3. The tenderer shall satisfy BNPMIPL (Procuring Entity) that they are competent and authorized

to submit tender and/or to enter into a legally binding contract with the BNPMIPL. To this effect, any person giving a tender shall render documentary evidence that his signature on the tender submitted by him is legally binding upon himself, his firm or company as the case may be.

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

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

Yours faithfully,
For and on behalf of BNPMIPL, Mysore
--sd--
Deputy General Manager

SECTION I – NOTICE INVITING TENDERS

IMPORTANT POINTS AT A GLANCE FOR TENDERERS

S. No.	Title	Description
1.	**Completion Period**	The entire contract as per the scope of work including supply, installation, commissioning are to be completed within 3 months from the date of issuance of LoA/order/contract (whichever is issued earlier).
2.	**Payment Terms**	Refer SCC, Sec V.
3.	**Performance Security/ Security Deposit**	Within twenty-one days after the issue of notification of award by procuring entity, the Supplier shall furnish performance security to procuring entity for an amount equal to **Five per cent (5%)** of the total value of the contract, valid up to sixty days after the date of completion all contractual obligations including warranty period. (Refer SCC, Sec V for detail.)
4.	**Integrity Pact**	Not applicable
5.	**Warranty & support**	Refer SCC, Sec V.
6.	**Others**	a) No counter conditions shall be accepted. b) Performance of the bidder in executing the previous contracts/orders of procuring entity shall be taken into account during technical evaluation. The bids of the tenderers who were unsuccessful in completing the previous orders of procuring entity without any valid reason are liable to be ignored /rejected. c) Bidder may visit BNPM, Mysore (at their own risk and cost), before submitting the bid after taking due permission to understand the risk associated at site and for detailed understanding of terms & condition of existing policy. d) For Ltd or Pvt Ltd companies: Power of attorney in applicable stamp paper as per State Specific Stamp Act / Board Resolution is to be submitted duly authorized by competent authority authorizing the signing authority of the bid document. For Partnership companies: Partnership deed is to be submitted and the bid is to be signed by the partner having authority to sign bid document as per deed. Else Power of attorney in in applicable stamp paper as per State Specific Stamp Act / Board Resolution is to be submitted duly authorized by competent Partner authorizing the signing authority of the bid document. For proprietorship companies: Proprietor to sign the bid documents and submit declaration. Else Power of attorney in applicable stamp paper as per State Specific Stamp Act / Board Resolution is to be submitted duly authorized by proprietor authorizing the signing authority of the bid document. e) Bidders to submit GeM registration id along with techno commercial bid.

SECTION II – GENERAL INSTRUCTIONS TO TENDERERS

Section II: General Instructions to Tenderers (GIT)

PART 1: GENERAL INSTRUCTIONS APPLICABLE TO ALL TYPES OF TENDERS

A. PREAMBLE

1. **Introduction**

1.1. Definitions and abbreviations which have been used in these documents shall have the meanings as indicated in GCC.

1.2. For convenience, whole of this Standard Bidding Document (including all sections) is written with reference to Procurement of Goods Tenders. However, this SBD would be utilized for all types of Tenders e.g. EOI, PQB, Rate Contract, Tenders involving Samples, Sale/Disposal of Scrap Material and Development/ indigenization etc., Procurement of Services etc. Therefore, the construction of all clauses are to be interpreted in the context of particular type of tender beyond the letter of the clause, read with the additional clauses for the specific type of tenders in Part II GIT/GCC. Sections, which are not applicable have been marked as Not Applicable

1.3. These tender documents have been issued for the requirements mentioned in Section- VI - "List of Requirements", which also indicates, inter-alia, the required delivery schedule and terms & place (i.e. destination) of delivery.

1.4. This section (Section II - General Instruction to Tenderers" - GIT) provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract. With this limited objective, GIT is not intended to be complete by itself and the rest of this document- SIT, GCC and SCC in particular may also be thoroughly studied before filling up the Tender Document. There would be certain topics covered in GIT/SIT as well as in GCC/ SCC from different perspectives. In case of any conflict between these, provisions of GCC/ SCC would prevail.

1.5. The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section Ill of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.

2. **Language of Tender**

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

3. **Eligible Tenderers**

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

4. **Eligible Goods and Services**

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

5. **Tendering Expense**

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

B. TENDER DOCUMENTS

6. **Content of Tender Documents**

6.1 The tender documents include:

VOLUME I

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

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

7. **Amendments to Tender Documents**

7.1. At any time prior to the deadline for submission of tenders, BNPM may, for any reason deemed fit by it, modify the tender documents by issuing suitable amendment(s) to it.

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

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

8. **Pre-Bid Meeting**

If found necessary, a proposal to call for a pre-bid conference

may be put-forth in the SIT, for clarification/amendment to technical specifications/techno-commercial conditions in two bid tender.

9. **Clarification of Tender Documents**

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

C. PREPARATION OF TENDERS

10. **Documents Comprising the Tender**

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

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

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

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

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

11. **Tender currencies**

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

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

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

12. **Tender Prices**

12.1. The Tenderer shall indicate on the Price Schedule provided under Volume I all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified accordingly by the tenderer.

12.2. If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.

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

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

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

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

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

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

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

12.8. Excise Duty:

a) If reimbursement of excise duty intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.
b) If a Tenderer chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in statutory variations being denied to the tenderer.
c) Subject to sub clauses 12.8 (a) & {b) above, any change in excise duty upward/ Downward as a result of any statutory variation in excise duty taking place within original Delivery Period shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to BNPM by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

12.9. Sales Tax/ VAT/ CST/ GST/ Service Tax, work Contract Tax
If a tenderer asks for sales tax/ VAT/ CST/ GST/ Service Tax/

Work Contract Tax to be paid extra, the rate and nature of such taxes applicable should be shown separately. Such taxes will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to such taxes and is payable as per the terms of the contract. The tenderer shall examine the nature of transactions and applicability of taxes and duties.

12.10. Wherever Value Added Tax is applicable, the following may be noted:

a) The tenderer should quote the exact percentage of VAT that they will be charging extra.

b) While quoting the rates, tenderer should pass on (by way of reduction in prices) the set off/input tax credit that would become available to them by switching over to the system of VAT from the existing system of sales tax, duly stating the quantum of such credit per unit of the item quoted for.

c) The tenderer while quoting for tenders should give the following declaration:
"We agree to pass on such additional set off/input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final product on the date of supply under the VAT scheme by way of reduction in price and advise the purchaser accordingly."

d) The supplier while claiming the payment shall furnish the following certificate to the paying authorities: "We hereby declare that additional set offs/input tax credit to the tune of Rs.....has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted.

12.11. Octroi and Local Taxes:
Unless otherwise stated in the SIT, the goods supplied against contracts placed by BNPM are not exempted from levy of Town Duty, Octroi Duty, Terminal Tax and other Levies of local bodies. In such cases, the supplier should make the payment to avoid delay in supplies and forward the receipt of the same to the purchasing department for reimbursement and also, for further necessary action.
In cases where exemption is available, suppliers should obtain the exemption certificate from the purchasing department to avoid payment of such levies and taxes.

12.12. Duties/ Taxes on Raw Materials
BNPM is not liable for any claim from the supplier on account of fresh imposition and/or increase (including statutory increase) of excise duty, custom duty, sales tax etc. on raw materials and/or components used directly in the manufacture of the contracted goods taking place during the pendency of the contract, unless such liability is specifically agreed to in terms of the contract.

12.13. Imported Stores not liable to Above-mentioned Taxes and Duties:
Above mentioned Taxes and Duties are not leviable on imported Goods and hence would not be reimbursed.

12.14. Customs Duty:
In respect of imported stores offered from abroad, the tenderer shall specify the rate as well as the total amount of customs duty payable. The tenderer shall also indicate the corresponding Indian Customs Tariff Number applicable for the goods in question.

12.14.1. For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 11 shall be followed.

12.14.2. For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 12 shall be followed.

12.14.3. Unless otherwise specifically indicated in this tender document, the terms FOB, FAS, CIF etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris

12.14.4. The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 12} is for the purpose of comparison of the tenders by BNPM and will no way restrict BNPM's right to award the contract on the selected tenderer on any of the terms offered.

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

a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.

b) The details of the services to be rendered by the agent for the subject requirement.
One manufacturer can authorize only one agent/Dealer. Also, one agent cannot represent more than one supplier or quote on their behalf in a particular tender enquiry. Such quote is likely to be rejected. There can be only one bid from
i.) The principal manufacturer directly or one Indian agent on his behalf.
ii.) The foreign principal or any of its branch/ division.
iii.) Indian/ Foreign Agent on behalf of only one Principal.

14. **Firm Price/Variable Price**

14.1. Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

14.2. In case the tender documents require offers on variable price basis, the price quoted by the tenderers will be subject to adjustment during original Delivery Period to take care of the changes in the cost of labour and material components in accordance with the price variation formula to be specified in the SIT. If a tenderer submits firm price quotation against the requirement of variable price quotation that tender will be prima-facie acceptable and considered further, taking price variation asked for by the tenderer as zero.

14.3. However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 12 will apply for both firm price tender and variable price tender.

14.4. Subject to provisions of Clause 11 above, where prices are quoted in foreign currencies, involving imports - Foreign Exchange Rate Variation (ERV) would be borne by the Purchaser within the original Delivery Period. The offer of the Tenderer should indicate import content and the currency used for calculating import content.

14.5. Base Exchange rate of each major currency used for calculating FE content of the contract should be indicated. The base date of ERV would be contract date and variation on the base date can be given up to the midpoint manufacture, unless firm has already indicated the time schedule within which material will be imported by the firm.

14.6. In case delivery period is refixed/ extended, ERV will not be admissible, if this is due to default of the supplier.

14.7. Documents for claiming ERV:
a) A bill of ERV claim enclosing working sheet.
b) Banker's Certificate/debit advice detailing F.E. paid and exchange rate.
c) Copies of import order placed on supplier.
d) Invoice of supplier for the relevant import order.

15. **Alternative Tenders**
Unless otherwise specified in the Schedule of Requirements, alternative tenders shall not be considered.

16. **Documents Establishing Tenderer's Eligibility and Qualifications**

16.1. Pursuant to GIT clause 10, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.

16.2. The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:

a) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorized by the goods manufacturer to

quote for and supply the goods to BNPM. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Volume I in this document.

b) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further it meets the qualification criteria incorporated in the Volume I in these documents.

c) In case the tenderer is not doing business in India, It is/will be duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/ or technical specifications.

d) In case the tenderer is an Indian agent quoting on behalf of a foreign manufacturer, the Indian agent is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance. Govt. of India operated through Directorate General of Supplies & Disposals (DGS&D), New Delhi.

17. **Documents establishing good's Conformity to Tender document**

17.1. The tenderer shall provide in its tender the required as well as the relevant documents like technical data. Literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by BNPM in the tender documents. For this purpose, the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by BNPM in the tender documents to establish technical responsiveness of the goods and services offered in its tender.

17.2. In case there is any variation and/ or deviation between the goods & services prescribed by BNPM and that offered by the tenderer, the tenderer shall list out the same in "Schedule of deviations from Technical specifications" in Volume I of the tender without ambiguity along with justification.

17.3. If a tenderer furnishes wrong and/ or misguiding data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to BNPM in this regard.

18. **Earnest Money Deposit (EMD)**

18.1. Pursuant to GIT clause 10.1(d) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements/NIT Clause I. The earnest money is required to protect BNPM against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 23.23.2 below.

18.2. The earnest money shall be denominated in Indian Rupees.

18.3. The earnest money shall be furnished in one of the following forms:

a) Account Payee Demand Draft or

b) Banker's cheque or

c) Bank Guarantee, (only if EMD amount is above Rs. 1 Lakh)

18.4. The demand draft or banker's cheque shall be drawn on any scheduled commercial bank in India, in favour of Bank Note paper Mill India Private Limited payable at Bangalore. In case of bank guarantee, the same is to be provided from/confirmed by any scheduled commercial bank in India as per the format specified in Volume I in these documents.

18.5. The earnest money shall be valid for a period of forty five days beyond the validity period of the tender.

18.6. Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.

18.7. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The successful tenderer's earnest money will be forfeited if it fails to furnish the required performance security within the specified period.

19. **Tender Validity**

19.1. If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 90 days (Ninety days) in case of single bid tender system and 120 days in case of two-bid system after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

19.2. In exceptional cases, the tenderers may be requested by BNPM to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/email/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly.

19.3. In case the day up to which the tenders are to remain valid falls on/subsequently declared a holiday or closed day for BNPM, the tender validity shall automatically be extended up to the next working day.

19.4. Compliance with the Clauses of this Tender Document: Tenderer must comply with all the clauses of this Tender Document. In case there are any deviations, these should be listed in a chart form without any ambiguity along with justification.

20. **Signing and Sealing of Tender**

20.1. An authenticated copy of the document which authorizes the signatory to commit on behalf of the firm shall accompany the offer. The individual signing the tender or any other documents connected therewith should clearly indicate his full name and designation and also specify whether he is signing,

a) As Sole Proprietor of the concern or as attorney of the Sole Proprietor;

b) As Partner (s) of the firm;

c) As Director, Manager or Secretary in case the of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

20.2. The authorized signatory of the tenderer must sign the tender at appropriate places and initial the remaining pages of the tender.

20.3. The tenderers shall submit their tenders as per the instructions contained in GIT Clause 10.

20.4. Unless otherwise mentioned in the SIT, a tenderer shall submit two copies of its tender marking them as "Original and "Duplicate".

20.5. The original and other copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.

20.6. All the copies of the tender shall be duly signed at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.

20.7. The tenderer is to seal the original and each copy of the tender in separate envelopes, duly marking the same as "Original", "Duplicate" and so on and writing the address of BNPM and the tender reference number on the envelopes. The sentence "NOT TO BE OPENED before ..... (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, BNPM will not assume any responsibility for its misplacement, premature opening, late opening etc.

20.8. For purchasing capital equipment, high value plant, machinery etc. of complex and technical nature, tender document will seek quotation in two parts (Two Bid System)- first part containing the relevant technical details of the equipment/machinery etc., and in the second part, price quotation along with other allied issues. First part will be known as 'Technical Bid', and the second part 'Financial bid'. Tenderer shall seal separately 'Technical Bid' and 'Financial bid' and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and evaluation would be done as described in clause 25.24.4 below. Further details would be given in SIT, if considered necessary.

20.9. If permitted in the SIT, the tenderer may submit its tender through a-tendering procedure.

D. Submission of Tenders

21. Submission of Tenders

21.1. Unless otherwise specified, the tenderers are to deposit the tenders in the tender box kept for this purpose at a place as indicated in para 1 of NIT. In case of bulky tender, which cannot be put into tender box, the same shall be submitted by the tenderer by hand to the designated officers of BNPM, as indicated in clause 1 of NIT. The officer receiving the tender will give the tenderer an official receipt duly signed with date and time.

21.2. The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. In the event of the specified date for submission of tender falls on/is subsequently declared a holiday or closed day for BNPM, the tenders will be received up to the appointed time on the next working day.

22. Late Tender

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

23. Alteration and Withdrawal of Tender

23.1. The tenderer, after submitting its tender, is permitted to alter/modify its tender so long as such alterations/modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations/modifications to tenders received after the prescribed deadline will not be considered.

23.2. No tender should be withdrawn after the dead line for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender besides other sanctions by BNPM.

E. TENDER OPENING

24. Opening of Tenders

24.1. The tenders will be opened at the specified date and time and at the specified place as indicated in clause 1 of NIT. In case the specified date of tender opening falls on/is subsequently declared a holiday or closed day for BNPM, the tenders will be opened at the appointed time and place on the next working day.

24.2. Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening, provided they bring with them letters of authority as per the format in Volume I of the corresponding tenderers. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.

24.3. During the tender opening, the tender opening official(s) will read the salient features of the tenders like description of the goods offered, price, special discount if any, delivery period, whether earnest money furnished or not and any other special features of the tenders, as deemed fit by the tender opening official(s).

24.4. In-case of two bid system mentioned in clause 20.8 above, the technical bids are to be opened in the first instance, at the prescribed time and date. These bids shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the tender document. Thereafter, in the second stage, the financial bids of only the technically acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation. Other financial bids would be returned unopened to the respective bidders under Registered AD/ Reliable Courier or any other mode with proof of delivery.

F. SCRUTINY AND EVALUATION OF TENDERS

25. Basic Principle

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

26. Preliminary Scrutiny of Tenders

26.1. The tenders will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender document. The tenders, that do not meet the basic requirements, are liable to be treated as unresponsive and ignored.

26.2. The following are some of the important aspects, for which a tender may be declared unresponsive and ignored;

a) Tender is unsigned.
b) Tenderer is not eligible.
c) Tender validity is shorter than the required period.
d) Required EMD has not been provided.
e) Tenderer has quoted for goods manufactured by a different firm without the required authority letter from that manufacturer.
f) Tenderer has not agreed to give the required performance security.
g) Goods offered are not meeting the required specification etc.
h) Tenderer has not agreed to essential condition(s) specially incorporated in the tender enquiry.
i) Against a schedule in the List of Requirement (incorporated in the tender Enquiry), the Tenderer has not quoted for the entire requirement as specified in that schedule. (Example: In a schedule, it has been stipulated that the Tenderer will supply the equipment, install and commission it and also train BNPM's operators for operating the equipment. The Tenderer has however, quoted only for supply of the equipment).

27. Minor Infirmity/Irregularity/ Non-Conformity

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

28. Discrepancy in Prices

28.1. If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless BNPM feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

28.2. If there is an error in a total price, which has been worked

out through addition and/ or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

28.3. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 28.1 and 28.2 above.

28.4. If, as per the judgment of BNPM, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered/speed post. If the tenderer does not agree to the observation of BNPM, the tender is liable to be ignored.

29. **Discrepancy between original and copies of Tender**

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

30. **Clarification of Bids**

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

31. **Qualification/ Eligibility Criteria**

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

32. **Conversion of tender currencies to Indian Rupees**

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

33. **Schedule-wise Evaluation**

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

34. **Comparison on CIF Destination Basis**

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

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

35.1. Further to GIT Clause 33 above, BNPM's evaluation of a tender will include and take into account the following:

a) In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and

b) In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.

35.2. BNPM's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.

35.3. As per policies of the Government from time to time, the purchaser reserves its option to give price preference to Small Scale Industries in comparison to the largescale Industries. This price preference cannot however be taken for granted and every endeavour need to be made by such firms to bring down cost and achieve competitiveness.

35.4. If the tenders have been invited on variable price basis, the tenders will be evaluated, compared and ranked on the basis of the position as prevailing on the day of tender opening and not on the basis of any future date.

36. **Tenderer's capability to perform the contract**

36.1 BNPM, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.

36.2 The abovementioned determination will, inter-alia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of BNPM as incorporated in the tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by BNPM.

37. **Cartel Formation (Pool Rates)**

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

38. **Negotiations**

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

39. **Contacting BNPM**

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

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

G. Award Of Contract

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

41. **Award Criteria**

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

42. **Variation of Quantities at the Time of Award**
No variation of quantities at the time of awarding the contract.

43. **Parallel Contracts**

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

44. **Serious Misdemeanours**

44.1 Following would be considered serious misdemeanours:

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

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

45. **Notification of Award**

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

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

46. **Issue of Contract**

46.1 Within seven working days of receipt of performance security, BNPM will send the contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.

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

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

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

48. **Return of EMD**

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

49. **Publication of Tender Result**

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

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

50. **Rate Contract Tenders: NOT APPLICABLE**

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

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

50.2 Fall Clause

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

50.3 Performance Security

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

50.4 Renewal of Rate Contracts

In case, it is not possible to conclude new rate contracts before the expiry of existing ones, due to some special reasons, the existing rate contracts would be extended with same terms, conditions etc. for a suitable period, with the consent of the rate contract holders. Rate contracts of the firms, who do not agree to such extension, will be left out. Period of such extension would generally not be more than three months.

51. **Prequalification Bidding: NOT APPLICABLE**

51.1 Prequalification bidding is for short-listing of qualified Bidders who fulfil the Prequalification criteria as laid down in SIT or in Volume I of SBD - "Qualification Criteria" for procurement of Goods or Services as listed in Section VI of SBD - "List of Requirements". Shortlisted Bidders would be informed of their qualification and short listing in accordance with the stipulations laid down in the SIT unless otherwise stipulated in the SIT the PQB short listing would be valid only till the next procurement tender. Further conditions will be elaborated in the SIT.

51.2 If stipulated in the SIT, only these shortlisted qualified bidders would be invited to participate in the Procurement process. Otherwise SIT may also indicate that instead of floating a separate PQB tender, it may be combined with the Procurement Tender, as a three bid tender. Initially the first Packet containing PQB would be opened and evaluation would be done. Thereafter the rest of tender would be handled as a two bid system for only those bidders who succeed in PQB.

52. **Tenders involving Samples- NOT APPLICABLE**

52.1 Normally no sample would be called along with the offer for evaluation.

52.2 Purchaser's Samples:
If indicated in the SIT, A Purchaser's sample may be displayed to indicate required characteristics over and above the Specifications for perusal of the bidders Name and Designation of the Custodian, Place, Dates and Time of inspection of Purchaser's sample will be indicated in the SIT. The supplies in the contract will have to meet the indicated required characteristics for which the Purchaser's sample was displayed, besides meeting the specification listed in 'Technical Specifications" of the Tender. He would be issued a sealed Purchaser's sample for the purpose at the time of award of the contract.

52.3 Pre-Production Samples:
If stipulated in SIT, successful contractor would be required to submit a Pre-Production sample(s) to the Inspecting Officer/ or the nominated authority mentioned in the contract within the time specified therein. If the Contractor is unable to do so, he must apply immediately to the Office issuing the acceptance of tender for extension of time stating the reasons for the delay. If the Purchaser is satisfied that a reasonable ground for an extension of time exists, he may allow such additional time as he considers to be justified (and his decision shall be final) with or without alteration in the delivery period stipulated in the contract and on such conditions as he deems fit. In the event of the failure of the Contractor to deliver the pre-production sample by the date specified in the acceptance of tender or any other date to which the time may be extended as aforesaid by the Purchaser or of the rejection of the sample, the Purchaser shall be entitled to cancel the contract and, if so desired, purchase or authorize the purchase of the stores at the risk and cost of the Contractor (unless specified otherwise in the SIT). In such an event, in case of Security Items where urgency develops due to such delays, BNPM reserves its right to procure not more than one year's requirement against this "Risk & Cost" tender from existing pre-qualified and security cleared firms. Bulk production and supply will only be allowed if this sample(s) pass the Tests laid down in the "Quality Control Requirements" of Volume I.

52.4 Testing of Samples
Tests, procedures and testing laboratories for testing samples would be detailed in the Section VIII- "Quality Control Requirements" in the SBD.

52.5 Validation/ Prolonged Trials
If specified in SIT or in the Section VIII- "Quality Control Requirements" in the SBD, pre-production samples may have to undergo validation or extended trial before their performance can be declared satisfactory.

52.6 Parameters Settings and duration of Validation Tests would be indicated in Volume I - "Quality Control Requirements". It would also stipulate the period or event marking end of validation trials. It would also be indicated therein whether the Permission to start bulk production will have to wait full validation or it can go on in parallel.

53. **Expression of Interest (EOI) Tenders: NOT APPLICABLE**

53.1 EOI tenders are floated for short listing firms who are willing and qualified for: -
a) Registration of Vendors for Supply of particular Stores or certain categories of Stores.
b) Development of new items or indigenization of Imported stores

53.2 The qualification /eligibility criteria required and the format of submission of such Data would be indicated in the "Qualification Criteria" of Volume I.

53.3 Objectives and scope of requirement would be indicated in the Section VI - "List of Requirements" in the SBD. Indicative quantity required yearly and its future requirements would also be indicated.

53.4 In case of EOI for Development of new Items or for indigenization, prospective firms would be given opportunity to inspect the Machine/ Item at the place of installation at the place, dates and time mentioned in SIT.

53.5 In case EOI is for registration of vendors, Registration Fees and validity period of registration would be detailed in the SIT.

53.6 Short List of Suppliers: The suppliers shall be evaluated for short listing, inter-alia, based on their past experience of supplying goods in similar context, financial strength, technical capabilities etc. Each supplier will be assigned scores based on weightages assigned to each of the criteria mentioned in the "Qualification Criteria" in Volume I.

53.7 If stipulated in the SIT, the Firm's capacity and Capability may be assessed by a nominated Committee or by a third party nominated by BNPM.

53.8 All suppliers who secure the minimum required marks (normally 50% unless otherwise specified in the "Qualification Criteria" in Volume I) would be short listed. "Qualification Criteria" may alternatively specify minimum qualifying requirement for each of the criteria i.e. minimum years of experience, minimum number of assignments executed, minimum turnover etc. Under such circumstances, all suppliers who meet the minimum requirement, as specified, will be short listed.

53.9 In case of EOI for registration of vendors, registration letters would be issued to the shortlisted tenderers.

53.10 In case of EOI for development/ indigenization, these shortlisted tenderers would only be allowed to participate in the subsequent development/ indigenization tenders.

54. **Tenders for Disposal of Scrap: NOT APPLICABLE**

54.1 **Introduction:**
The tender is for Sale of Scrap material lying at various locations. Details of scrap for sale including Description, Present Condition, Lot Size and its Location would be given in the Section VI -"List of Requirements".

54.2 "As Is; Where Is; Whatever Is" Basis of This Sale:

54.2.1 This sale of Scrap is strictly on "As Is; Where Is; Whatever Is" basis. Tenderer must satisfy himself on all matters with regard to quality, quantity; nature of stores etc., before tendering as no complaint or representation of any kind shall be entertained after the sale contract is concluded.

54.2.2 The description of lot in the particulars of sale has been given for the purpose of identification thereof only and the use of such description shall not constitute the sale thereof to be sale by description and no sale shall be invalid by reason of any defect or deviation or variation in any lot or on account of any lot not being exactly described and the purchaser shall not be entitled to claim any damage or compensation whatsoever on account of such fault, error in description, weight or the like.

54.2.3 All quantities of scrap whether by weight or measurement mentioned in the Tender notice are only approximate and should the quantity, on actual weight or measurement basis as the case may be and whenever delivered on such basis, works out less than the advertised and /or projected quantity, the BNPM shall not under any circumstances be liable to make good any such deficiency

54.2.4 BNPM reserves right to increase or decrease the quantity of any item or items or terminate the contract at any stage by giving one week's notice. No claim whatsoever shall lie against the BNPM on account of such termination of the contract or variation in the quantity.

54.2.5 BNPM shall have the right to remove certain items

which it feels were not intended for sale but were inadvertently made a part of the scrap material or of the lot offered for sale lying at the premises or were joined or attached to the material offered for sale.

54.2.6 Tenderers desirous of purchasing and participating in the tender must visit the site before submitting the offer, after taking due permission from the concerned Stock Holders. The Tenderers submitting the offers shall be deemed to have visited the site and acquainted themselves thoroughly with materials intended for sale in all respect.

54.2.7 Any person giving offer shall be deemed to have made himself fully conversant with the Terms and Conditions of the Tender Sale, as well as the location and condition of the materials being sold and shall be deemed to have agreed to all the stated terms and conditions herein under.

54.3 Submission of Offer:

54.3.1 Unless specified otherwise in the SIT, tenders shall hold good for acceptance for a minimum period of 90 days (ninety days) from the date of opening of the tenders. The offers of the tenderers shall be irrevocable.

54.3.2 BNPM reserves right to reject any offer without assigning any reason therefore.

54.3.3 Unless otherwise stated in the SIT, the amount of EMD in such tenders would be 5% of the value of the tender. The Earnest Money shall be forfeited if the tenderer unilaterally withdraws, amends, impairs or derogates from his offer in any respect within the period of validity of his offer.

54.3.4 If the offer of the tenderer is not accepted by the BNPM, the Earnest Money deposit made by the tenderer shall be refunded to him. No interest shall be payable on such refunds. The EMD deposited by the successful tenderer shall remain with the BNPM till payment of the security deposit (SO) money, as stipulated in relevant Clause, has been made. It may be adjusted as part of the total SO money at the discretion of the BNPM.

54.3.5 Commercial tax/terminal tax, Octroi, municipal tax or any other taxes/duties etc. whatever in force shall be payable extra by the purchaser as per rules applicable to BNPM. Current and valid PAN and sales/commercial tax registration number wherever applicable must be provided in the Bid of the Tenderer.

54.3.6 All arrangement for lifting and transportation of scrap material, including manpower, crane, transport vehicle and trolley etc., if required shall be made by the purchaser concerned only and the BNPM shall not provide or help in providing any such arrangements and the rate quoted by the purchaser must include such and all incidental charges.

54.3.7 Registered dealers who are exempted from payment of Sales Tax must submit copies of their Registration certificate of concerned authority and shall be required to submit necessary form duly completed in all respect to BNPM or its representatives before obtaining delivery order, duly signed by the partner of the firm or the person authorized to do so.

54.3.8 Evaluation of tenders for Disposal of scrap will be done on similar basis as Tenders for Procurement of Goods, except that the selection of the bidders shall be on the basis of the highest responsive Bidder (H1). In case full quantity is not offered to be taken by the Highest Bidder, parallel contracts would be placed.

54.4 Notification of Acceptance and Award of Contract:

54.4.1 The successful tenderer, herein after referred to as purchasers, shall have to submit security deposit (SO) @ 10% of the total sale value of the contract within 5 working days of issue of the sale contract (excluding the date of issue of sale contract). The SO shall be deposited in the form of bank draft/pay order, drawn on any nationalized or recognized bank in favour of same officer as mentioned in clause 3 of NIT in connection with EMD.

54.4.2 The purchaser has to pay balance payment within 20 days from the date of notification of acceptance, which is to be issued by BNPM or his authorized representative, in form of Bank draft drawn on any nationalized or recognized bank in favour of same authority as mentioned above. In case of any, default to deposit balance payment, BNPM reserves right to terminate the contract and forfeit the security deposit.

54.5 Disposal Tenders for Security and Sensitive Machinery and Items:

54.5.1 Non-Misuse Declaration: The bidder is required to give an undertaking that he or his employees or legal heirs will ensure that such items purchased from BNPM, will be utilized only for scrap recovery and will not be misused for any other purpose. He will also ensure that this undertaking is honoured and it got underwritten from further down the line scrap processors/ re-purchasers, if any. In case his firm changes hands, it will be his responsibility to ensure that the new owners honour and underwrite this undertaking.

54.5.2 If stipulated in SIT delivery would be given only in dismantled/ cut-up condition.

55. **Development and indigenization Tenders: <u>NOT APPLICABLE</u>**

55.1 Already developed firms or firms who have already received development orders for the item (with whatever results) would not be considered in such tenders.

55.2 If specified in SIT the tender documents may be issued free of cost, and submission of earnest money deposit and security deposit may be relaxed.

55.3 If specified in SIT, The Tenderers may quote separately for

a) Price/rate for bulk supply of item in development/indigenization supplies and

b) Separately, cost of development including cost of pre-production samples. Firms would be paid only for the number of samples specified in the Tender. If he has to manufacture more samples due to failure of earlier one, he would not be paid for it.

55.4 L1 would be determined on the basis of rate of item quoted including reference to total cost of the development cost (including the cost of prototype) plus the notional total cost of quantities that will be required over next three years, wherever applicable.

55.5 Development contracts may, as far as feasible, be concluded with two or more contractors in parallel.

55.6 The ratio of splitting of the supply order between various development agencies/firms in cases of parallel development, including criteria thereof, would be specified in the SIT.

55.7 However, in case the requirement is meagre and complex technology is involved, or quantity of the equipment spares is limited/small/uneconomic if distributed between two vendors, the entire order could be placed upon the L1 vendor only.

55.8 If specified in SIT, Advance and Intermediate Payment to Suppliers may be allowed.

55.9 Quantity for Development Commitment

In Next three years, after the newly developed firm is able to successfully complete Development orders with +/-5% tolerance, 20% of annual quantity requirement may be reserved for Newly Developed firms.

55.10 Period of Development Commitment

A newly developed firm would be granted this facility till only three years after completing the initial Development order. However, this facility is not a bar to the firm from competing with already established firms for quantities larger than 20% provided their prices and performance so warrant. Thereafter they would have to compete on equal terms with other already developed firms.

SECTION III – SPECIAL INSTRUCTIONS TO TENDERERS

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

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

(Clauses of GIT listed below include a possibility for variation in their provisions through SIT. There could be other clauses in SIT as deemed fit.)

Sl. No.	GIT Clause no	Topic	SIT Provision
1	1,2,3,4,5,6,7	PREAMBLE-Introduction, Language of Tender, Eligible Tenderers, Eligible Goods and Services (Origin of Goods), Tendering Expense, Tender Documents, Amendments to Tender Documents	No Change
2	8	Pre-bid Conference	Pre-bid Conference: Pre- bid meeting will be held on 03.12.2026 @ 15:00 Hrs at BNPM, Mysore office. Interested and prospective bidders are requested to submit their request for participation in the pre-bid meeting within 01.12.2026, eod. Site Visit: Prospective bidders must visit BNPM, Mysore site at their own responsibility, risk and cost to asses scope, risk and cost associated. Site visit is to be carried out on the same date as of pre-bid meeting. For visiting BNPM, Mysore plant prior permission from Procuring Entity is to be obtained vide email to scm.tender@bnpmindia.com. 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.
3	9	Time Limit for receiving request for clarification of Tender Documents	Should not be later than 7 days prior to prescribed date of submission of tender
4	10,11,12, 13,14,15	Documents Comprising the Tender, Tender Currencies, Tender Prices, Indian Agent, PVC Clause & Formula, Alternative tenders	GIT, Clause 13: Indian Agent: Not allowed. No change for other clauses except the taxes will be applicable as per GST rules (GIT: Clause 12.7 to Clause 12.13)

SECTION III – SPECIAL INSTRUCTIONS TO TENDERERS

Sl. No.	GIT Clause no	Topic	SIT Provision
5	16	Documents Establishing Tenderer's Eligibility and Qualifications	No Change
6	17	Documents establishing Good's Conformity to Tender document	No Change
7	18	Earnest Money Deposit (EMD)	Rs. 1,35,000/- (Rupees One Lakh Thirty-Five Thousand only) EMD may be submitted online at e-procurement portal. **For MSE Bidders:** a) Submission of EMD is exempted for Micro and Small enterprises (MSEs) as per the Public Procurement Policy for MSEs Order, 2018. b) MSEs should be registered and also will continue to remain registered during the tender validity period with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or Directorate of Handicrafts and Handlooms or UDYAM Registered or Any other body specified by Ministry of MSME. **Note:** a. 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. b. 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. c. 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. **For Start-up Bidders:** 1) Submission of EMD is exempted for Start-up bidders as per the Office Memorandum No. F/20/2/2014-

Sl. No.	GIT Clause no	Topic	SIT Provision
			PPD (Pt.) of Ministry of Finance dated 25.07.2017. 2) Start-ups should be registered with Department for Promotion of Industry and Internal Trade (DPIIT) Bid Security Declaration as per Annexure-D is to be submitted. **Documents to be submitted:** i. For MSE Bidders: Valid NSIC / KVIC / KVIB / DIC / UDYAM Registration certificate. ii. For Start-ups: Valid Certificate of recognition issued by DPIIT. iii. For all bidders: Bid Security Declaration (BSD) as per Annexure-D is to be submitted by bidders claiming exemption to EMD. **Note:** a. Valid means validity up to Tender/bid validity period. b. For Non-MSE/Start-up bidders: Prescribed EMD is to be submitted. c. Unsuccessful Bidders' Bid-Security Declaration shall expire, if the contract is not awarded to them, upon: i. receipt by Bidder of the Procuring Entity's notification ii. of cancellation of the entire tender process or rejection of all bids or iii. forty-five days after the expiration of the bid validity or any extension thereof d. The Bid-Security Declaration of the successful bidder shall stand expired only when Bidder has furnished the required Performance Security (After confirmation from Bank as received in case of FD, BG) and signed the Agreement (as applicable).
8	19	Tender Validity **(120 days in case of two-bid system after the date of tender opening prescribed in the tender document)**	**120 days after the date of tender opening prescribed in the tender document**
9	20	Signing and Sealing of Tender Note: The following SIT provision is made with respect the following clause **20.4. Number of Copies of Tenders to be submitted: NIL** **20.9: E procurement: Permitted.**	Only E-procurement

SECTION III – SPECIAL INSTRUCTIONS TO TENDERERS

Sl. No.	GIT Clause no	Topic	SIT Provision
10	21,22,23	Submission of Tenders, Late Tender, Alteration and Withdrawal of Tender	Tender is to be submitted online at e- tender portal. Guideline of e-tender portal is to be followed. No Change for other clauses.
11	24	Opening of tenders Note: Please read the guidelines for filling up two-part bid tender as mentioned in NIT above which is described in detail w.r.to clause 24.4	Tender is to be opened online at e- tender portal. Guideline of e-tender portal is to be followed. No Change for other clauses.
12	25	Basic Principle	No Change
13	26,27,28, 29,30,31, 32,33,34,35	Preliminary Scrutiny of Tenders, Minor Infirmity / Irregularity / Non-Conformity, Discrepancy in Prices, Discrepancy between original and copies of Tender, Clarification of Bids, Qualification / Eligibility Criteria, Conversion of tender currencies to Indian Rupees, Schedule-wise Evaluation, Comparison on CIF Destination Basis. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders	**a) Additional Clauses against Preliminary Scrutiny of Tenders, Clause 26, Sec II, GIT:** i. The bid is not in the prescribed format or is not submitted as per the stipulations in the Tender Document. ii. Required Bid Security Declaration (Annexure D) has not been provided. iii. For EMD exemption Bidder has not submitted UDYAM (MSE) / Valid DPIIT (Start-up) certificate. iv. Bidder is not eligible to participate in the bid as per laid down qualification/eligibility criteria. v. The offer is not eligible as per the provision of this tender. vi. Bidder has quoted conditional bids or more than one bid or alternative bids. vii. The bid departs from the essential requirements stipulated in the bidding document. viii. Bidder has not quoted for all the required fields in price bid. ix. Non-submission or submission of illegible scanned copies of stipulated documents/ declarations. b) Evaluation criteria: Refer Clause 17 of SIT, Sec III. No Change for other clauses.
14	36 to 49	Tenderer's capability to perform the contract, Tenderer's capability to perform the contract, Cartel Formation / Pool Rates, Negotiations, Contacting BNPMIPL, Award of contract, Award Criteria, Variation of Quantities at the Time of Award, Parallel Contracts, Serious Misdemeanors, Notification of Award, Issue of Contract, Non-receipt of Performance Security and	a) Clause 43, Sec II, GIT, Parallel contract: Not applicable. b) Clause 45: Notification of Award and Clause 46: Signing of Contract Sec II, GIT: Refer Clause 26, Sec III, SIT. c) No Change for other clauses.

Sl. No.	GIT Clause no	Topic	SIT Provision
		Contract by BNPMIPL, Return of EMD, Publication of Tender Result.	
15	50 to 55	Rate Contract Tenders, PQB Tenders, Tenders involving Purchaser's and Pre-Production Samples, EOI Tenders, Tenders for Disposal of Scrap, Development / Indigenization Tenders	Not Applicable to this tender

16. The bidder shall consider the following points while quoting GST Rate in their bid:

a) In case of unregistered bidders, the rate and amount of GST shall be shown as "Nil".
b) 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.
c) In case of work contracts or pure labour contracts, the bidder shall quote single GST rate for the work.
d) 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.
e) 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.
f) 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.
g) If there is any difference of opinion regarding classification in HSN 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.
h) TDS will be applicable as per GST Act and Income Tax Act.
i) Bidders to mention proper HSN/SAC at price bid.

17. Evaluation criteria:

Evaluation process:

Techno Commercial bids shall be opened in the first stage and same shall be scrutinized and evaluated by the competent committee / authority with reference to the parameters prescribed in the tender document. Subsequently, in the second stage, the financial bids of only techno commercially acceptable bids as decided in first stage shall be opened for further scrutiny and evaluation.

If the quoted price is found to be not workable the bid may be considered as invalid and will not be considered for evaluation. The company may reject the bids that may be considered unviable from the standards to be maintained merely because someone has quoted low will not be automatically qualified to become in the selected list.

Price Evaluation Criteria:

Price evaluation to determine L-1 (i.e lowest quoted price) status will be carried out on the basis of overall effective price (i.e without GST) as derived in **Table 4 in price schedule, Sec XI** and as quoted by the bidders.

Note:

a) In case of Concurrent Application of MSE and MII, Price evaluation shall be carried out as Notified vide OM No.F.1/4/2021-PPD issued by Department of Expenditure dated 18.05.2023.
b) For **Table 1 in price schedule, Sec XI, effective price will be derived in following manner:**
Total Effective Price (without GST) = {Price of Schedule 1 i.e. Supply, installation, commissioning and removal of obsolete Model of existing AC System at FOR BNPM, Mysuru, basis (without GST)}
c) For **Table 2 in price schedule, Sec XI, effective price will be derived in following manner:**
Average net present value (NPV) of Non comprehensive AMC prices shall be converted from total

effective price (i.e without GST) of Non comprehensive AMC quoted for three years.

Formula for Net Present Value Calculation:

$NPV = FV/(1+r)^n$

Where,

NPV: Net Present Value

FV: Future Value (i.e price quoted for 2nd year, 3rd year)

r: Rate of interest – To be considered as 8.70%.

(As per existing SBI: MCLR rate)

n: No of year (i.e 0 for 1st year, 1 for 2nd year, 2 for 3rd year)

d) For Essential spares, as quoted in **Table 3 in price schedule, Sec XI, effective price will be derived** on the basis of overall effective price (i.e without GST) quoted in Table 3.

e) **Price derived in Table 5 in price schedule, Sec XI is to determine total value.**

f) Unit rate per meter pertaining to refrigerant and drain piping system for indoor units as quoted in **Table 6 in price schedule, Sec XI, shall not be considered for price evaluation.**

Price Tie: After application of purchase preference (against claim of purchase preferences in Annexure C by bidders and against applicable NIC of UDYAM for MSE bidder) as applicable in accordance with PPP-MSE order, PPP-MII order & in line with the corresponding evaluation guideline provided by DOE, MOF, GOI; if it is observed that there is a Price Tie among the bidders then the price quoted by the bidder having higher Turnover in financial year FY- 2025-26 shall be considered as L1 bidder.

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.

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 work 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 to arrive at Effective price.

Tender Evaluation for determination of L-1 price (GST registration basis): (Applicable for Indigenous /Domestic Bidders)

a) If the tenderer/bidder does not include the details of GST separately in the tender/quotation, the same shall be rejected.

b) The HSN code of the product/services shall be determined at the tendering stage itself and mentioned in the price bid format to quote the GST rate according to the specified HSN code.

c) The evaluation of tender for three categories of GST registration is provided below:

Particulars	Registered	Compounding	Unregistered*
Quoted Price (incl. P&F, Insurance & Freight Charges)	xxx	xxx	xxx
Add: GST	X	-	X
Add: Cess on GST	xx	-	xx
Less Input Credit	X	-	X
Effective price	xxx +X+xx -X	xxx	xxx +X+xx -X

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

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

a) Registered/compounding Contractor/Supplier/Contractor should produce GST Invoice containing all the particulars stated in Rule 46 of the CGST Rules, 2017 in accordance with the provisions of Section 31 of

the CGST ACT.

b) The supplier/contractor should mandatorily update the invoice details in GSTR-1, details of outward supplies of goods or services within the prescribed time under GST Act.
c) The Payment shall be made net of TDS as per the provisions of CGST/SGST/IGST Act.
d) Wherever there is difference in the amount admitted, the supplier/contractor may be directed to issue a Credit Note (in case of reduction in the Invoice value)/Debit Note (in case of increase in the Invoice value), and payment shall be released only after the receipt of such Debit or Credit Note.
e) Supplier/contractor should provide the relevant documents to confirm the tax charged on the invoice has been paid to the credit of Government after adjusting with ITC, if any.
f) Supplier/contractor should provide indemnification as follows: "In the event of non-compliances with respect to GST ACT and Rules by the supplier/contractor, the supplier/contractor should refund the GST liability within 10 days from the date of GST reversal in GSTRN failing which the purchaser (procuring entity) shall recover the GST amount from the retention amount (whether in BG or in Cash) held by the company".
g) If the bidder is a body corporate, then GST will be applicable as FCM basis, else GST will be applicable as RCM basis.

19. Conflict of interest:

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

a) If its personnel have a close personal, financial, or business relationship with any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;
b) The bidder (or his allied firm as defined by DOE, MOF, GOI) provided services for the need assessment/procurement planning of the Tender process in which it is participating;
c) A Principal can authorize only one agent, and an agent should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorized distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under Proprietary Article Certificate or
d) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

20. Obligations by bidders:

a) All bidders are obliged under the CIPP to suo moto proactively declare any conflict of interest (coming under the definition mentioned above (As per conflict-of-interest clause)– pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this Code of Integrity; and
b) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a Code of Integrity with any entity in any country during the last 3 (Three) years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity.

21. Preference for Micro and Small Enterprises (*MSEs) & Make in India (MIIs):

A. MSEs:

Public procurement policy for Micro and Small Enterprises (MSEs) order, 2012 as notified by Govt of India (GOI) along with its amendments as available in www.msme.gov.in shall be applicable to this tender.

a) Micro and Small Enterprises (MSEs) should have valid UDYAM Registration Certificate to avail purchase preference under preference for Micro and Small Enterprises (*MSEs).
b) 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.
c) Tenderer's applying for purchase preference benefit has to claim the same at the appropriate place

provided in this tender document.

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

B. MIIs:

The provisions of the Public Procurement (Preference to Make in India) Order 2017 dated June 15, 2017 (and subsequent amendments, if any) by Department of Industrial Policy and Promotion, GoI shall apply to this RFP to the extent feasible. In terms of the DIPP Order on Preference to make in India, the local supplier shall provide:

a) Percentage of local content;
b) A self -certification that the offered product meets the minimum local content;
c) Details of the location (s) at which the local value addition is made.
d) Certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. (Applicable only for procurement for a value in excess of Rs. 10 crore)

Bidder has to submit declaration as per Annexure-E: Declaration under Make in India.

False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Definitions under Make in India:

Local Content: Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent. **Minimum Local content of Class I for "VRF AC" is not defined in notification no. A-1/2021/FSC-Part (5), dated 16.11.2021 by nodal ministry (Ministry of Power).**

Explanatory notes for calculation of local content given above:

a) Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
b) The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.
c) Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows;
d) 'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.
e) 'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.
f) 'Rebranding' means relabeling or renaming or change in symbol or logo/ makes or corporate image of a company/ organization/ firm for an imported product would amount to rebranding.
g) To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.
h) For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

Margin of Purchase Preference: Margin of Purchase Preference means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L 1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

Class – I Local supplier: Minimum local content 50% or more.
Class – II Local supplier: Minimum local content 20% or more and up to less than 50%.
Non-Local supplier: Local content less than 20%.

Note:

a) For the captioned tender only Class I and Class II Local suppliers are allowed to participate.

However, purchase preference is applicable for Class I Local suppliers only.

b) The bidders offering imported products will fall under the category of non-local suppliers. The cost of transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. will not be taken into account for calculating local content in any item. DPIIT OM No. P-45021/102/2019-BE-II- Part (1) (E-50310) dated 04.03.2021.

c) **Calculation for local content:**

Local content = {(Sale price of Goods - Value of imported content in Goods) + (Sale price of Service Value of imported content in Service)} * 100/ (Sale price of Goods + Sale price of Service)

Where, "Sale price" means price excluding net domestic indirect taxes and "Value of imported content" means price of imported content inclusive of all customs duties.

22. Divisibility, split-ability of the tender:

The tender is non-divisible and non-splitable.

23. Corrigendum / Addendum, if any, shall be hosted on Company's website (https://www.bnpmindia.com/) & E-tendering portal: www.tenderwizard.com/BNP only.

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

25. Joint venture / Consortium is not allowed for this tender.

26. Letter of Award (Acceptance - LoA) and Signing of Contract

a) **Selection of Successful Bidder:**

The Procuring Entity shall award the contract to the Bidder whose bid is Techno- commercially suitable and bid price is lowest (L1) and reasonable, as per evaluation criteria detailed in the Tender Document.

b) **Verification of Original Documents**

Before issuing a Letter of Award (LoA) to the Successful Bidder, 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 technical 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. 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.

c) **Letter of Award (LoA)**

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 (hereinafter and in the contract called the "Contract Price") essential detail like consideration, contract period, performance security etc. The Letter of Award (LoA) shall constitute and conclude the legal formation and binding of the contract, subject only to the furnishing of performance security as per the provisions of the "Performance Security" Clause (Refer Clause 2, Sec V, SCC). The Procuring Entity, at its discretion, may directly issue the contract /order subject only to the furnishing of performance security, skipping the issue of LoA.

d) **Signing/Issue of Contract/Order**

i. Within fifteen working days of receiving and subsequent confirmation from 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 by digital means to the successful bidder (Supplier).

ii. The Supplier may point out to the Procuring Entity, in writing/electronically, any anomalies noticed in the draft contract within seven days of its receipt.

iii. Subsequently, The Procuring Entity will invite the successful bidder (Supplier) to sign the original contract.

iv. However, Procuring Entity, at its discretion, may directly issue the order instead of signing contract.

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

SECTION IV – GENERAL CONDITIONS OF CONTRACT

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

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

1.1. Definitions and Interpretation:

i.) "Contract" means the letter or memorandum communicating to the Contractor the acceptance of this tender and includes Intimation of Award" of this tender; "Contract" includes Bid Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Schedule of Requirements, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the Contractor and a formal agreement, if executed.

ii.) "Contractor" or "Supplier" means the individual or the firm supplying the goods and services. The term includes his employees, agents, successors, authorized dealers, stockists and distributors. Other homologous terms are: Vendor, Firm, Manufacturer, OEM etc.;

iii.) "Drawing" means the drawing or drawings specified in or annexed to the Specifications:

iv.) "Government" means the Central Government or a State Government as the case may be;

v.) The "Inspecting Officer" means the person, or organisation specified in the contract for the purpose of inspection of stores of work under the contract and includes his/their authorised representative.

vi.) "Purchase Officer'' means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser:

vii.) The "Purchaser" means Bank Note Paper Mill India Private Limited (BNPM)- the organization purchasing goods and services as incorporated in the documents

viii.) "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof;

ix.) "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer:

x.) The delivery of the stores shall be deemed to have happened on delivery of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer, if so provided in the contract -

a) The consignee at his premises or

b) Where so provided, the interim consignee at his premises or

c) A carrier or other person named in the contract for the purpose of transmission to the consignee or

d) The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.

xi.) "Writing" or "Written" includes matter either in whole or in part in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal, as the case may be.

xii.) Words in the singular include the plural and vice-versa.

xiii.) Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.

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

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

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

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

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

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

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

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

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

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

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

xxv.) "Day" means calendar day.

xxvi) "The Procuring Entity" means the entity procuring Goods or Works or Services i.e Bank Note Paper Mill India Private Limited (BNPM).

xxvii) "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.

xxviii) "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 as allied firms.

1.2. Abbreviations:

Acronyms Abbreviations

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

"BG" Bank Guarantee

"BL or B/L" Bill of Lading

"CD" Custom Duty

"CIF" Cost, Insurance and Freight Included

"MD" Managing Director

"CPSU" Central Public Sector Undertaking

"CST" Central Sales Tax

"DDO" means Direct Demanding Officer

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

"DP" Delivery Period

"ECS" Electronic clearing system

"ED" Excise Duty

"EMD" Earnest money deposit

"EOI" Expression of Interest (Tendering System)

"ERV" Exchange rate variations

"FAS" Free alongside shipment

"FOB" Freight on Board

"FOR" Free on Rail

"GCC" General Conditions of Contract

"GIT" General Instructions to Tenderers

"GST" Goods and Services Tax which will replace Sales Tax

"H1, H2 etc" means First Highest, Second Highest Offers etc. in Disposal Tenders means

"Incoterms" International Commercial Terms, 2010 (of ICC)

"L1, L2 etc" First or second Lowest Offer etc.

"LC" Letter of Credit

"LD or L/D" Liquidated Damages

"LSI" Large Scale Industry

"NIT" Notice Inviting Tenders.

"NSIC" National small industries corporation

"PQB" Pre-qualification bidding

"PSU" Public Sector Undertaking

"PVC" Price variation clause

"RC" Rate contract

"RR or RIR" Railway Receipt

"SBD" or "T Document" (Standard) BID / Tender Document

"SCC" Special Conditions of Contract

"SIT" Special Instructions to Tenderers

"BNPM" / Purchaser Bank Note Paper Mill India Private Limited

"SSI" Small Scale Industry

"ST" Sales Tax

"VAT" Value Added Tax

2. Application

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

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

2.3 Other Laws and Conditions that will govern the Contract:

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

a) Indian Contracts Act, 1872

b) Sale of Goods Act, 1930

c) Arbitration and Conciliation Act, 1996

d) Competition Act, 2002 as amended (Amendment Act), 2007

e) Contractor's Tender Submissions including Revised Offer during Negotiations if any

f) Conditions in other parts of the Tender Documents

g) Correspondence including counter-offers if any; between the Contactor and BNPM during the Tender Finalization

h) Notification of award and Contract Documents

i) Subsequent Amendments to the Contract

j) Any other applicable law/ regulation

3. Use of contract documents and information

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

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

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

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

4. Patent Rights

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

5. Country of Origin

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

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

6. Performance Bond/ Security

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

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

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

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

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

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

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

7. Technical Specifications and Standards

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

8. Packing and Marking

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

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

8.3 Packing instructions:

Unless otherwise mentioned in the Technical Specification and Quality Control Requirements and in SCC under Volume I, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

a) Contract number and date

b) Brief description of goods including quantity

c) Packing list reference number

d) Country of origin of goods

e) Consignee's name and full address and

f) Supplier's name and address

9. Inspection and Quality Control

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

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

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

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

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

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

without any prejudice to the legal rights and remedies available to BNPM under the terms & conditions of the contract.

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

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

10. Terms of Delivery

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

11. Transportation of Goods

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

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

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

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

12. Insurance

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

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

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

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

13. Spare parts

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

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

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

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

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

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

14. Incidental services

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

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

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

c) Installation and commissioning of the goods

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

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

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

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

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

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

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

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

b) Packing list

c) Insurance certificate

d) Railway receipt/Consignment note

e) Manufacturer's guarantee certificate and in-house inspection certificate

f) Inspection certificate issued by BNPM's inspector, if applicable

g) Expected date of arrival of goods at destination and

h) Any other document(s), as and if specifically mentioned in the contract.

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

a) Clean on Board Airway Bill/Bill of Lading (B/L)

b) Original Invoice

c) Packing List

d) Certificate of Origin from Seller's Chamber of Commerce

e) Certificate of Quality and current manufacture from OEM

f) Dangerous Cargo Certificate, if any.

g) Insurance Policy of 110% if CIF contract.

h) Performance Bond / Warranty Certificate

16. Warranty

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

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

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

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

16.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/ replaced goods shall be extended to a further period of twelve months from the date such rectified/ replaced goods starts functioning to the satisfaction of BNPM.

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

17. Assignment

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

18. Sub Contracts

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

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

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

19. Modification of contract

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

a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for BNPM,

b) Mode of packing

c) Incidental services to be provided by the supplier

d) Mode of dispatch

e) Place of delivery, and

f) Any other area(s) of the contract as felt necessary by BNPM depending on the merits of the case.

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

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

20. Prices

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

21. Taxes and Duties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b) Cases where Installation, Erection and Commissioning are the responsibility of the Supplier-80%- 90% net FOB/FAS price (as specified in the SCC) will be paid against invoice, inspection certificate (where applicable), shipping documents etc. and balance within 21-30 days of successful installation and commissioning at the consignee's premises and acceptance by the consignee.

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

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

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

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

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

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

a) Original Invoice

b) Packing List

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

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

e) Manufacturer's test certificate

f) Performance/ Warrantee Bond

g) Certificate of Insurance

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

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

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

k) Any other document specified.

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

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

a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.

b) Delay in supplies, if any, has been regularized.

c) The contract price where it is subject to variation has been finalized.

d) The supplier furnishes the following undertakings:

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

23. Delay in the supplier's performance

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

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

a) Imposition of liquidated damages

b) Forfeiture of its performance security and

c) Termination of the contract for default.

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

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

a) BNPM shall recover from the supplier, under the provisions of the clause 24 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.

b) That no increase in price on account of any ground whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on the said goods and services delivered and performed after the date of the delivery stipulated in the contract.

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

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

24. Liquidated damages

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

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

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

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

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

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

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

26. Termination for default

26.1 BNPM, without prejudice to any other contractual rights and remedies available to it (BNPM), may by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by BNPM pursuant to GCC sub-clauses 23.3 and 23.4.

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

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

27. Termination for insolvency

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

28. Force Majeure

28.1 In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage,

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

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

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

29. Termination for convenience

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

29.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by BNPM following the contract terms, conditions and prices. For the remaining goods and services. BNPM may decide:

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

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

30. Governing language

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

31. Notices

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

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

32. Code of Ethics

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

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

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

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

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

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

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

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

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

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

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

33. Resolution of disputes

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

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

34. Applicable Law

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

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

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

35. Secrecy

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

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

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

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

36. Disposal / Sale of Scrap by Tender – <u>NOT APPLICABLE</u>

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

36.2 Payment and Default

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

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

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

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

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

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

36.3 Deliveries, Delays and Breach of Contact

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

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

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

36.3.4 No delivery of or materials sold shall be given on Sundays, Gazetted holidays and other shall holidays observed by BNPMIPL. The delivery of the goods or material shall be affected from the premises concerned only during its normal working hours. In order to complete the delivery within the working hours all loading must cease half an hour before the normal closing time of the concerned premises. The decision of the BNPMIPL with regard to the working hour shall be final and binding on the purchaser. Purchaser will not be allowed to lift the Scrap Material from more than one location at a time.

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

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

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

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

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

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

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

36.3.12 If the purchaser makes default in complying with any of the condition of the contract, the sale of lot or lots in respect of which such default is made may be cancelled and such lot or lots may be put up again for sale and in such an event if a lower price is offered and accepted for such lot or lots then the purchaser shall be liable to pay the difference in price thereof together with all expenses occasioned by such resale in default to the BNPMIPL provided further that the purchaser in default shall not be entitled to claim any profit which may arise from such resale.

37. Integrity Pact –NOT APPLICABLE

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

SECTION V – SPECIAL CONDITIONS OF CONTRACT

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

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

(Clauses of GCC listed below include a possibility for variation in their provisions through SCC. There could be other clauses in SCC as deemed fit)

Sl. No.	GCC Clause No.	Topic	SCC Provision
1	1 to 5	Definitions; Interpretation and Abbreviations, Application, Use of contract documents and information, Patent Rights, Country of Origin	No Change
2	6	Performance Security	**1) For Complete system including supply, installation, Commissioning (Excluding Essential Spares, AMC):** Within twenty-one days after the issue of notification of award by procuring entity, the Supplier shall furnish performance security to procuring entity for an amount equal to **Five per cent (5%)** of the total value of the contract, valid up to sixty days after the date of completion of all contractual obligations including warranty period. **2) For Essential Spares:** Within twenty-one days after the issue of notification of award for each individual orders pertain to essential spares by procuring entity, the Supplier shall furnish performance security to procuring entity for an amount equal to **Five per cent (5%)** of the total value of the individual order for spares, valid up to sixty days after the date of completion of all contractual obligations including warranty period of the respective orders. **3) For Non comprehensive AMC:** Within twenty-one days after the issue of notification of award pertaining to each year wise AMC (after completion of warranty period), the supplier shall furnish performance security to procuring entity for an amount equal to **Five per cent (5%)** of the total value of the contract, valid up to sixty days after the date of completion of all contractual obligations and completion of one year of AMC contract period. **Mode of submission:** Performance security may be furnished as a. Insurance Surety Bonds. b. Account Payee Demand Draft. c. Unconditional Bank Guarantee (including e-BG) issued and confirmed from any scheduled commercial bank in India. d. Fixed deposit receipt (FDR) from a scheduled commercial

Sl. No.	GCC Clause No.	Topic	SCC Provision
			bank in India, lien marked to Bank Note Paper Mill India Pvt Ltd, Mysore e. Online payment in an acceptable form. **Note:** a) For any extension of completion period, performance security is to be extended accordingly. b) If the supplier, 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 Security Declaration (in lieu of forfeiture of the Bid Security/EMD), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc. c) 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. If the Procuring Entity is satisfied that it is not a case of cartelization and that the integrity of the procurement process has been maintained may offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder. d) If the Supplier during the currency of the Contract fails to maintain the requisite Performance Security, it shall be lawful for the Procuring Entity at its discretion: i) to terminate the Contract for Default besides availing any or all contractual remedies provided for breaches/ default, or ii) without terminating the Contract: • recover from the Supplier the amount of such security deposit by deducting the amount from the pending bills of the Supplier under the contract or any other contract with the Procuring Entity or the Government or any person contracting through the Procuring Entity or • treat it as a breach of contract and avail any or all availing any or all contractual remedies provided for breaches/ default. e) In the event of any amendment issued to the contract, the Supplier shall furnish suitably amended value and validity of the Performance Security in terms of the amended contract within twenty-one days of issue of the amendment. f) The Procuring Entity shall be entitled, and it shall be lawful on his part,

Sl. No.	GCC Clause No.	Topic	SCC Provision
			i) to deduct from the performance securities or to forfeit the said security in whole or in part in the event of: • any default, or failure or neglect on the part of the Supplier 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 Supplier which the Procuring Entity may suffer or be put to for reasons of or due to above defaults/ failures/ neglect ii) and in either of the events aforesaid to call upon the Supplier 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 Supplier for similar reasons. g) Subject to the sub-clause above, the Procuring Entity shall release the performance security without any interest to the Supplier on completing all contractual obligations, including the Warranty obligations, if any. Alternatively, upon the Supplier submitting a suitable separate Warranty Security for the duration of Warranty obligations, the original Performance Guarantee Security shall be released *mutatis mutandis.* h) No claim shall lie against the Procuring Entity regarding interest on cash deposits or Government Securities or depreciation thereof.
3	7 to 15	Technical Specifications and Standards, Packing and Marking, Inspection and Quality Control, Terms of Delivery, Transportation of Goods, Insurance, Spare parts, Incidental Services, Distribution of Dispatch Documents for Clearance/ Receipt of Goods	**Inspection Clause (Sr No. 9: GCC): Addition:** Procuring entity reserves the right to carry out physical inspection at Supplier's works before dispatch. In case of physical inspection, all travel, fooding, lodging cost related expenses for competent authority(s) appointed by procuring entity shall be in scope of procuring entity. No Change for other clauses. (As per applicability with reference to the tender)
4	16	Warranty & support	The System supplied shall remain under warranty for a period of 1 Year from the date of completion of commissioning. **This clause is to be read along with GCC clause 16.** During warranty period the supplier shall provide annual maintenance free of cost, supplier shall schedule the maintenance quarterly once.

Sl. No.	GCC Clause No.	Topic	SCC Provision
			Note: OEM to ensure technical support & spares for the system to be supplied for a minimum period of Ten years after date of completion of successful commissioning.
5	17 & 18	Assignment, Sub Contracts	Assignment/Sub-letting/Sub-Contracting: Not allowed.
6	19	Modification of contract	**Addition to the Modification of contract clause 19:** 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 competent authority appointed by Procuring Entity, and till then the Procuring Entity shall have the right to repudiate such arrangements.
7	20 & 21	Prices, Taxes and Duties	No Change
8	22	Terms and Mode of Payment	Refer Sr No. 13 of SCC.
9	23 to 32	Delay in the supplier/contractor's performance, Liquidated damages, Custody and Return of BNPM's Materials/ Equipment/ Documents loaned to Contractor, Termination for default, Termination for insolvency, Force Majeure, Termination for convenience, Governing language, Notices, Code of Ethics	**1) Liquidated Damages: Clause 24.1. (For supply, installation, commissioning part including essential spares)** If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, Procuring Entity shall, without prejudice to other rights and remedies available to Procuring Entity under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% (Half) percent of the delivered price of the delayed goods and/ or services (including GST) for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 5% of the delayed goods' or services' contract price(s). Inexcusable delays of more than one-fourth (25%) of the total completion period shall be treated as **inordinate delays**. Such inordinate delays may be treated as a breach of contract and shall be noted as deficient performance and held against the Supplier in future tenders. A show-cause notice shall be issued to the Supplier before declaring it a deficient performance. In case Procuring Entity decides to allow performance of contract, after inordinate delays, **maximum limit on LD shall be 10% (instead of 5%)** of the total contract value of the delivered price of the delayed goods' or services' contract price(s). **2) Addition to Force Majeure, Clause 28:** **a) Frustration of Contract** i) **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

Sl. No.	GCC Clause No.	Topic	SCC Provision
			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. ii) However, the following shall not be considered as such a supervening cause. • Lack of commercial feasibility or viability or profitability or availability of funds. • 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. No Change for other clauses.
10	33	Resolution of disputes	Refer Sr No. 25 of SCC
11	34-35	Applicable Law, Secrecy	**GCC: Clause 34.3** - Courts of Mysuru shall alone have Jurisdiction to decide on any dispute arising out or in respect of the contract. Other Clauses – No change
12	36-37	Disposal / Sale of Scrap by Tender, Integrity Pact	Integrity pact is not applicable to this tender

SPECIFIC TERMS AND CONDITIONS OF CONTRACT:

13. Terms & Mode of Payment: (Against GCC Clause 22)

a) **Main item:**

i) **90% of the total contract value** shall be released within 30 days **after receipt and acceptance of complete supply** at BNPM, Mysuru and on submission of invoice.

ii) **10% of the total contract value** shall be released within 30 days **after removal of obsolete items, and completion of installation, commissioning** of the supplied items as per scope of work, against certification by competent authority appointed by Procuring Entity and on submission of invoice.

b) Essential Spares:

It is the discretion of procuring entity to issue order for essential spares within the price validity period of spares as mentioned in SCC, Sec V, Clause 14: Contract price. If essential spares are ordered then 100% of the order value shall be released within 30 days after receipt and acceptance of supply and on submission of invoice.

c) Non comprehensive AMC:

It is the discretion of procuring entity to issue order for Non comprehensive AMC. 100% of the applicable quarterly payment per year value shall be released within 30 days after completion of quarterly maintenance, submission of report, acceptance by concerned authority of procuring entity and on submission of invoice.

d) Refrigerant and drain piping system for indoor units:

To be ordered as per the requirement and as per the discretion of procuring entity only. Payment shall be released on actual measurement basis against certification from concerned authority of procuring entity against Unit rate per meter as quoted in price schedule within 30 days after completion of the respective work and on submission of invoice.

e) Currency & Mode:

All Payment shall be released in INR and vide electronic mode only.

f) 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:

i) Personal and Corporate Tax: Supplier shall bear all Personal/ Corporate taxes imposed on the Supplier or their employees.

ii) Taxes on Supply Chain: Supplier shall bear all taxes, including GST, as may be imposed on Supplier or his supply-chain.

iii) Duties/ Taxes on Raw Materials (If any): The Procuring Entity is not liable for any claim from the supplier 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.

iv) TDS shall be as applicable under Income Tax & GST Act.

g) Withholding and lien in respect of sums claimed:

i) Whenever any claim or claims for payment of a sum of money arises against the Supplier, 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 –

- any security or retention money, if any, deposited by the contractor.
- any sum(s) payable till now or hereafter to the Supplier under the same Contract or
- any other contract with the Procuring Entity if the security is insufficient or if no security has been taken from the supplier.

ii) Where the Supplier 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.

iii) 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. The Supplier 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.

iv) Lien in respect of Claims in other Contracts: Any sum of money due and payable to the Supplier (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 supplier with the Procuring Entity.

h) Completion Certificate and Final payment

Upon a written intimation from the Supplier, 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.

i) that the whole of the scope 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 contract, such part shall be considered completed.

ii) that they have been inspected by him since their completion and found to be in good and substantial order,

iii) that such completed services have satisfactorily passed any final test or tests (if any)

iv) that all properties, works and things, removed, disturbed, or damaged in consequence of the Services have been adequately replaced and

v) that the Supplier has returned in good condition, all assets loaned or hired (if any) from the Procuring Entity and has given a satisfactory account of payments made to or retained (as and if applicable) by the Procuring Entity for such loaned/ hired assets,

vi) that the Supplier has made good and satisfied in conformity with the contract all expenses and demands:

- incurred by or made upon by the Procuring Entity.
- for or in respect of damages or losses from or in consequence of the services.

i) 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 supply and/or 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 supplier or of additional varied Supply and/or Services and/or Works 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.

j) Cessation of Procuring Entity's Liability

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

k) Unfulfilled Obligations

Notwithstanding the issue of Completion Certificate for service, the Supplier 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, which (i.e obligation) 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.

l) Final Payment

The Supplier shall submit a Final bill on the certificate of Competent Authority of procuring entity regarding the completion of contract. The Final payment shall be released as per the following calculations to the contractor after receiving a clear "No Claim Certificate" signed from contractor:

i) the total delivery/performance executed by the supplier upto the completion date based on the certification by competent authority appointed by procuring entity.
ii) Extra claim if any
iii) necessary adjustment for any payments already made or retained
iv) any deduction which may be made under the contract,
v) a complete account of all claims supplier may have on the Procuring Entity, and the certificate from Competent Authority appointed by Procuring Entity in writing that such claims are correct,

m) No Claim Certificate and Release of Contract Securities

The Supplier shall submit a 'No Claim certificate' to the Procuring Entity in such form as shall be required by the Procuring Entity after the deliveries/performances 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 supplier. The supplier 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 supplier, after he shall have signed a "No Claim Certificate" in favour of the Procuring Entity. The Supplier 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.

14. Contract Price:

a) Contract price shall remain fixed & firm up to the completion of all contractual obligations and no price variation is applicable.

b) Price validity:

Prices for essential spare and Non-Comprehensive AMC shall remain valid up to 3 years from the date of completion of warranty period of one year.

c) For Non-Comprehensive AMC:

Contract price & Contract period:

Initial order may be placed for one year only as per the quoted price for 1st year and any yearly extension of the contract subject to satisfactory performance may be issued based on the quoted prices in the price bid by the successful bidder for subsequent years i.e 2nd and 3rd year respectively.

15. Risk Purchase Clause:

If the Supplier fails to abide by the terms and conditions of this contract, or fails to complete the contract

as per the completion period or any time repudiates the contract, the purchaser/procuring entity will have the right to within six months from the breach of Contract

a) Procure the tendered item / render service from other agencies at the risk and cost of the Supplier. The manner and method of procurement will be as per the discretion of procuring entity. Procuring Entity shall not notify the contractor of such procurement. The cost difference between the alternative arrangement and existing contract value wherein default has been made will be recovered from the supplier i.e defaulted firm along with the other incidental charges.
b) In case of procurement through alternative sources, if procurement price is lower than the existing contract value wherein default has been made, in such case no benefit on this account will be passed on to the Supplier i.e defaulted firm.
c) Forfeit the security deposit/performance security or EMD amount of the supplier i.e defaulted firm as available.
d) Procuring Entity to collect the security deposit/performance security from the firm/ firms on whom the contract is placed at the risk and cost of the Supplier i.e defaulted firm.

16. Safety equipment:

The Supplier at their own risk & cost should ensure that deployed personnel for carrying out the work/ visiting the site is equipped with all the necessary safety gears, PPE and equipment required for carrying out the work safely.

17. Security and Confidentiality:

BNPMIPL, Mysore is a security organization and the premise is declared as 'Prohibited Area' by the Govt. of Karnataka. Hence the service provider has to abide by the security rules of the Company.

18. Damage to Property:

Supplier shall be responsible for making good to the satisfaction of the Purchaser/Procuring Entity any loss of and any damage to all structures and properties belonging to the Purchaser/Procuring Entity or being executed or procured by the Purchaser/Procuring Entity or of other agencies within the premises of the work of the Owner, if such loss or damage is due to fault and/or the negligence or wilful acts or omission of the Supplier, their employees. The Supplier shall indemnify and keep the Purchaser/Procuring Entity harmless of all claims for damage to Owner's property arising under or by reason of this contract.

19. Health & Safety Regulation

Supplier shall comply with the Health and Safety policy of the Company. The staff deployed by the supplier at BNPMIPL, Mysore must adhere to all rules and regulations and as prescribed by Procuring Entity from time to time.

20. Insurance

The deployed personnel by Supplier at BNPMIPL, Mysore must be covered under valid ESI/Insurance for working at site.

21. Tax deduction at source

All statutory deduction as applicable shall be deducted at source as per rules at prevailing rates, unless certificate, if any, for deduction at lesser rate or nil deduction is submitted by the supplier from appropriate authority.

The Supplier shall provide accurate particulars of PAN number as required, under Section 206AA of Income Tax Act 1961.

22. Payment of claims and damages:

a) Should the Procuring Entity have to pay money in respect of claims or demands against any damage caused by the Supplier, the amount so paid and the costs incurred by the Purchaser/Procuring Entity shall be charged to and paid by the Supplier and the Supplier shall not be entitled to dispute or question the right of the Purchaser/Procuring Entity to make such payments notwithstanding the same may have been without his consent or authority or in law or otherwise to the contrary.
b) In every case in which by virtue of the provisions of Employee's Compensation Act, or other Acts, the Purchaser/Procuring Entity is obliged to pay Compensation to a Workman employed by the supplier in execution of the works, the Procuring Entity will recover from the supplier the amount of compensation so paid and without prejudice to the rights of Purchaser/Procuring Entity under the said Act. Purchaser/Procuring Entity shall be at liberty to recover such amount or any part thereof by deducting it from the security
c) Deposit or from any sum due to the Supplier whether under this contract or otherwise. The

Purchaser/Procuring Entity shall not be bound to contest any claim made under Section 12 sub section (1) of the said Act, except on the written request of the Supplier and upon his giving to the Procuring Entity full security for all costs for which the Purchaser/Procuring Entity might become liable in consequence of contesting such claim.

d) However, limitation of liability for the supplier will be upto the total contract value.

23. Performance:

Supplier shall be evaluated for their performance. The performance shall be based on timeliness of deliveries, quality of the material supplied, technical support, quality of after-sales service if any, replacement of the defective material if any, responsiveness etc.

Based on the above criteria, the vendor shall be rated in category "A", "B" & "C". The vendor with rating "C" shall be disqualified/debarred from participating in the tender for certain period.

24. Rejection, replacement:

In case material supplied is not meeting specification provided in the tender, then the material will be rejected outright and the rejected material shall be taken back within 14 days of intimation to the Supplier at the cost and risk of the supplier and replacement shall be made within 60 days' time period from the aforementioned date of intimation. Procuring entity reserves the right to dispose-off the material at the risk and expense of the bidder at own discretion.

25. Resolution of disputes

a) Disputes

1) If dispute or difference of any kind shall arise between Procuring Entity and the Supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
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 Supplier 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. Dispute resolution may be proceeded as under and as applicable.
   a) Adjudication
   b) Mediation
   c) Arbitration (As per Arbitration and Conciliation Act, 1996 and subsequent amendments if any)

   Courts at Mysuru shall have exclusive jurisdiction.

b) 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.

c) 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 Supplier. 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 Supplier.
4) Issues related to contractual action/ termination of contract etc., by the Procuring Entity on account of fraud, corruption, debarment of Suppliers, criminal or willful negligence of the Supplier 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.

26. Supplier's Obligations and restrictions on its Rights

a) **Changes in Constitution/ financial stakes/ responsibilities of a Supplier's Business**

The Supplier must proactively keep the Procuring Entity informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract.

b) Where the Supplier is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:
   i) 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.
   ii) On the death or retirement of any partner of the Supplier 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.
   iii) If the contract is not terminated as provided in Sub-clause (ii) above 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.

c) **Obligation to Maintain Eligibility and Qualifications**

The contract has been awarded to the supplier based on specific eligibility and qualification criteria. The supplier 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 supplier should be pro-actively brought to the notice of the Procuring Entity within 7 days of it coming to the Supplier's knowledge. These changes include but are not restricted to declaration made by it in its bid in all Annexures, acceptance of scope, terms & conditions and documents submitted pertaining to Qualification/Eligibility Criteria (Sec IX).

27. Closure of Contract

a) Successful performance of all obligations by both parties, including completion of warranty obligations (If any) and final payment.
b) Termination of contract (as defined in GCC) and settlements.

28. Contractual Remedies for Breaches/Defaults or Termination for Default

i) Temporary withhold payments due to the Contractor till recoveries due to invocation of other contractual remedies are complete.
ii) 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.
iii) Recover liquidated damages and invoke denial clause for delays. (If these clauses are applicable)
iv) Encash and/ or Forfeit performance or other contractual securities.
v) Prefer claims against insurances, if any.
vi) Terminate contract for default, fully or partially including its right for Risk Purchase as per SCC, Clause Sr No. 15.
vii) Initiate proceedings in a court of law for the transgression of a law, tort, and loss, not addressable by the above means.

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

SECTION VI– LIST OF REQUIREMENTS

Schedule No	Brief Description of Goods / Services	Qty. (with unit)	Earnest Money Deposit (in Rs.)	Remarks
1	Supply, installation, commissioning of new VRF AC system, removal of obsolete Model of existing AC System at BNPMIPL, Mysuru	1 (Lumpsum)	Rs. 1,35,000/- (Rupees One Lakh Thirty-Five Thousand only)	Refer Section – VII for Technical Specifications & Scope of Work for detail. Refer Section- III (SIT) for EMD Exemption.

Note:

1. **Completion period:** The entire work as per the scope of work is to be completed within 3 months from the date of issuance of LoA/ Order/Contract (whichever is earlier)
2. **Delivery terms:** FOR BNPM, Mysuru basis for supply, installation, commissioning and removal of obsolete Model of existing AC system.
3. **Packing Instructions:** The packing for the goods should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. Without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.
4. **Mode of Transportation:** As desired by the supplier which should be in safe and secured manner.

Address:
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 – TECHNICAL SPECIFICATIONS & SCOPE OF WORK

The scope of work for supply, installation, commissioning of new VRF ACs and removal of obsolete Model of existing VRF AC System from Admin building is as below.

- **Pre-Bid stage/meeting**
  Bidders should visit the plant to assess the system and understand the scope of Work prior to pre-bid meeting. Failing to visit, the bid may not be considered. Those who are already visited and understood the system may be exempted from the visit.

Supply and Installation

- **Equipment Supply:** Supply all new and latest VRF equipment, including indoor units, outdoor units, control panels, piping, insulation materials, wiring, and all necessary accessories.
- **Refrigerant gas:** The supplier shall use environment friendly non-CFC refrigerant gas in the system.
- **Dismantling/Removal:** Carefully dismantle and store old or non-functional components of the existing system to a location inside BNPM- Plant, Mysore premises as directed. Tentative distance is 500 m; however it is the sole responsibility of the bidder to visit BNPM, Mysore site and check the site conditions. Supplier shall be responsible for the removal of existing indoor and outdoor unit and supplying new unit.
- **BEE Guide line:** All Indoor and outdoor units shall be supplied with 5-star ratings as per BEE (Bureau of Energy Efficiency). EEE/IEER/ISEER or equivalent efficiency as per BEE requirement is to be complied. IS 18728:2024 and subsequent amendments (if any) is to be complied.
- Scope of loading, unloading, shifting of supplied items at BNPM, Mysore site shall be at the risk and cost of the supplier.
- **Mechanical Installation:**
  - Install the supplied indoor and outdoor units in mutually agreed-upon locations with necessary supports and vibration dampers.
  - Install new refrigerant piping between units, including Y-joints/headers, ensuring proper sizing, minimal bends, and correct slope for oil return following all standard practices of piping.
  - The refrigerant and drain piping system for indoor units need not be upgraded or renewed. However, for any such requirement supplier has to supply and install and payment for the same shall be made on as per the quoted unit rate basis.
  - Supplier shall perform any associated civil works, such as core cutting, repairing of false ceilings, or creating concrete pads for outdoor units.

Electrical & Control Works:

- Install all power and communication cables, conduits, and local isolation switches according to wiring regulations.
- Connect and interface with the new centralised control system.
- If any software is used, supplier should provide the necessary licensed software with backup. Minimum 5years validity of license for software with Password is to be provided.
- Refer inspection clause in SCC, Sec V.
- Double earthing shall be provided for panel, compressor and condensate motor, the cables shall be laid on cable trays only.
- The scope of cable laying shall include laying, pulling cables as mentioned above, and proper dressing of cables, supply and installation of cable fixing saddles/spacers/nylon cord for tying as required shall be under the vendor scope.
- Localized Indoor unit maintenance work provision: The entire system is controlled by Ring Topology. Shut down or bypass of one unit should not affect the functioning of any other unit.
- Procuring Entity shall provide power supply nearby outdoor (415V) and indoor(230V) units.

Execution of work

- The work execution shall be in phases as directed by Procuring Entity without affecting the normal activities in the building. Total project shall be completed in 3 months from the date of issuance of LoA/ Order/Contract (whichever is issued earlier).

Above scope of work is indicative only. If any additional minor work is required to be carried out to complete the project it is responsibility of the supplier to do work without any additional cost.

Hence supplier should understand the entire scope of work before participating in the tender.

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Testing and Commissioning

- **Pressure Testing & Evacuation:** Conduct pressure tests on the refrigerant piping using nitrogen to check for leaks, followed by a thorough vacuuming process to remove moisture and non-condensable gases.
- **Refrigerant Charging:** Accurately charge the system with the specified type and amount of refrigerant based on manufacturer calculations.
- **System Start-up & Testing:** Power up the system and run each unit in both cooling and heating modes to confirm proper operation, airflow, temperature, and pressure levels.
- **Controls Configuration:** Configure and set up all controllers, thermostats, and time clocks, ensuring correct addressing for all units.
- **Performance Run Test:** Conduct a reliability/performance run test for a specified period of Minimum for 5 days continuously with 8 hrs per day to ensure stable and efficient operation under actual load conditions.

Documentation & Handover

- **Documentation:** Provide comprehensive documentation, including "as-built" drawings, operation and maintenance manuals, and a commissioning logbook.one set
- **Training:** Provide training for the facility's operation and maintenance staff on the new system's operation and routine maintenance.
- **Non comprehensive AMC:** The supplier shall quote for the 3 years non comprehensive AMC commencing after completion of warranty period. Quarterly Preventive Maintenance (4 Nos /Annual) service and unlimited Breakdown Maintenance Service through OEM**. If Bidder is an authorised representative of OEM, then the Bidder shall ensure providing AMC service through OEM only and has to submit a declaration in techno commercial bid in this regard.**
- **Breakdowns:** All breakdowns shall be attended by the supplier within 24 hours after raising the complaint.
- **Spares & Services support:** The supplier shall ensure the spares and service support for at least 10 years from the date of completion of commissioning and handover.

SUMMARY OF SCOPE:

S.NO	DESCRIPTION	UNITS	QTY
1	Installation, Nitrogen Pressure Testing, Vacuuming and Commissioning of VRF ODU units	Lot	1
2	Installation of Hiwall Indoor units	Nos	20
3	Installation of Cassette Indoor units	Nos	10
4	Supply and laying of 19mm Hard drawn copper refrigerant piping with Elbows, Couplings, reducer and GI Slotted Supports for Suction & Discharge Line with Nitrile Rubber insulation.	RMT	100
5	Supply and laying of 13 mm Hard drawn copper refrigerant piping with Elbows, Couplings, reducer and GI Slotted Supports for Suction & Discharge Line with Nitrile Rubber insulation.	RMT	100
6	Refrigerant Gas charging.	Lot	1
7	Lifting, shifting, Positioning and Erection of VRF Outdoor units	Lot	1
8	Dismantling and shifting of Existing Indoor Units	Nos	30
9	Dismantling and shifting of Existing Outdoor Units	Nos	4

ANNEXURE-A

Existing system/ Equipment

- Centralized Air conditioning type: - DVRF Type outdoor units
- Make: - Bluestar Limited
- ODU Model
  a) DVRF 12TC – 01nos
  b) DVRF 14TC – 01nos
  c) DVRF 18TC – 02nos

Indoor Unit details

Room details	**AC type**	**Capacity**		**Nos**
First Floor				
Sr No.	**Area**	**Type**	**Existing Capacity (TR)**	**Proposed Minimum Capacity (TR)**	**Quantity**
1	Server Room (Computer Control Room)	Hi wall unit	2	2	2 nos
2	IT and Civil room	Hi wall unit	2	2	2nos
3	Discussion room	Hi wall unit	2	2	1nos
4	HR and Admin	Cassette Unit	3	3	1nos
5	HR consultant	Hi wall unit	2	2	1nos
6	CVO Office	Hi wall unit	1.3	1.3	1nos
7	Vigilance office	Hi wall unit	2	2	1nos
8	DGM-CVO	Hi wall unit	2	2	1nos
9	GM-SCM	Hi wall unit	2	2	1nos
10	SCM Office	Hi wall unit	2	2	2nos
11	DGM-SCM	Hi wall unit	1.3	1.3	1nos
12	Finance and Accounts	Hi wall unit	1.3	1.3	1nos
		Hi wall unit	1.5	1.5	1nos
13	GM-Finance	Hi wall unit	1.5	1.5	1nos
Second Floor				
1	Managing Director	Cassette Unit	2.8	2.8	1nos
2	CGM-Finance	Hi wall unit	2	2	1nos
3	Training Hall	Cassette Unit	3.2	3.2	2nos
4	Director Room	Hi wall unit	2	2	1nos
5	Auditors Room	Cassette Unit	2	2	1nos
6	Chairman Room	Cassette Unit	3.2	3.2	1nos
7	MD Secretary	Hi wall unit	2	2	1nos
8	Company Secretary	Hi wall unit	2	2	1nos
9	Board Room	Cassette Unit	2	2	2nos
10	Conference Hall	Cassette Unit	1.6	2	2nos

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SECTION VIII – QUALITY CONTROL REQUIREMENTS

COMPLIANCE STATEMENT (TABLE A)

Sl. no	Description	Whether agreed by bidder	Deviation, if any
1	Scope of work, Technical Specification of the requirement as per Sec – VII are understood & accepted by the bidder.	**Yes agreed**	
2	Bidder must comply with prevailing and applicable codes & standards pertaining to carrying out the entire work.	**Yes agreed**	
3	All material, tools & tackles, consumables, measuring, testing equipment as applicable for carrying out the entire work will be in the scope of the bidder.	**Yes agreed**	
4	All safety equipment, PPE, accessories as required and applicable for carrying out the entire work will be in the scope of the bidder.	**Yes agreed**	
5	Travel, Fooding, Lodging, Boarding and any other cost as applicable to carry out the entire work are included in the quoted price. 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 complete technical specifications & scope of work as defined in the tender document.	**Yes agreed**	
6	Documents to be submitted by Bidder (In Techno commercial Bid): a) Technical Data Sheets, Catalogues, Detailed specifications, b) Capacity & Performance Certificates, c) Equipment test results proving the required tonnage (TR) and efficiency ratings., d) Completion schedule (Activity wise) in Gantt chart form in line with the completion period mentioned in LOR, Sec VI	**Yes agreed & submitted**	
7	Documents to be submitted by Supplier (After award): a) After issuance of LoA/order/contract (whichever is issued earlier): Technical Data Sheets & Brochures comprising of detailed specifications for major equipment (IDU &ODU, VFDs, control panels. . etc), b) Before delivery of items: Factory Test Reports / Quality Assurance Certificates, Invoice & Packing List, Operation & Maintenance (O&M) Manuals, c) After completion of commissioning: Commissioning & Test-Run Reports: 72-hour (or specified duration) continuous trial run and performance test logs. Noise level and indoor temperature achievement certificates, OEM Warranty Certificate,	**Yes agreed & submitted**	

SECTION VIII – QUALITY CONTROL REQUIREMENTS

Sl. no	Description	Whether agreed by bidder	Deviation, if any
8	Time line of document submission / review (after award): a) Documents as specified in 7(a) above are to be submitted by Supplier within 7 days from date of issue of LoA/Order/Contract (whichever is issued earlier) for approval of Procuring Entity. b) Procuring Entity shall approve/comment within 7 days of receipt of the drawing documents. Any resubmission of drawing, documents by supplier should be within 7 days of receipt of comments from Procuring Entity.	**Yes agreed & submitted**	

* Bidder has to fill: YES – In case specification remains exactly same in the offered product/system.
NO - In case specification does not match with the offered product and deviation from the specification to be provided below at the designated place.

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

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

SECTION VIII – QUALITY CONTROL REQUIREMENTS

COMMERCIAL COMPLIANCE STATEMENT

Sl. no.	Features	Requirements of Procuring entity, Terms & conditions	Whether Agreed by the firm	Deviation, if any
01	General Conditions for supply/service	Services shall be rendered exactly as per the instructions mentioned in the Section VI & VII.	**Yes agreed**	
02	Technical Specifications & scope of work	As per the specifications and scope of work provided in Section VII under Technical Specifications & scope of work	**Yes agreed**	
03	Quantity	As indicated in Section VI – List of Requirement.	**Yes agreed**	
04	Delivery	As indicated in Section VI – List of Requirement.	**Yes agreed**	
05	Payment terms	As per Payment terms mentioned in SCC	**Yes agreed**	
06	Liquidated Damages	As per liquidated damages clause mentioned in the tender.	**Yes agreed**	
07	Performance security	As per performance security clause mentioned in SCC	**Yes agreed**	
08	Warranty	As per warranty clause mentioned in SCC	**Yes agreed**	
09	Tender terms & conditions	We have gone through entire tender document thoroughly including GIT (Section II - General Instructions to Tenderer), GCC (Section IV - GENERAL CONDITIONS OF CONTRACT) **and confirm that we don't have any counter conditions.** We also understand that offer with counter conditions is liable for rejection.	**Yes agreed**	
10	Compliance to SIT & SCC clauses	All SIT Clauses All SCC Clause	**Yes agreed**	
11	No. of pages	Total number of pages in Technical Bid		

Authorized signatory & stamp

SECTION IX – QUALIFICATION/ ELIGIBILITY CRITERIA

Category	Eligibility Criteria	Documents required in support of eligibility criteria
General	a) Bidder* (Individual/ firm/ company/ corporate / LLP / HUF / limited company) intending to bid should be bonafide, experienced, technically competent, resourceful and financially sound to carry out the assigned order. *Any bidder from a country which shares a land border with India will be eligible to bid in the tender only if the bidder is registered with the Competent Authority (The Registered Committee constituted by the Department for Promotion of Industry and Internal Trade)	Company's registration / Certificate of incorporation/Partnership Deed/Any other registration certificate as applicable Signed & Stamped Annexure – A on company's letter head.
	b) Bidder should have valid GST registration certificate	Copy of GST certificate
	c) Bidder should have valid PAN card	Copy of PAN card
	d) As on the date of submission of bid against this tender, bidder should not be in the list of ineligible/ blacklisted/ banned/ debarred entity by SPMCIL/ BRBNMPL/ BNPMIPL/any Government Agency for participating in its tenders.	Declaration as per Annexure–B on company's letter head duly Signed & with company Stamp to be submitted
Experience	Bidder should be "OEM" or valid authorized representative of "OEM" for "Similar type of system". a) If the bidder is OEM: The bidder (himself or through authorised representatives) should have regularly for past three years ending 31.03.2026 manufactured and supplied "Similar type of system". b) If the bidder is an authorised representative of OEM: The bidder himself should have been associated, as the authorised representative with the "Same OEM" or "Other OEM" for past three years ending on 31.03.2026 for the supply of "Similar type of system". AND The "Same OEM" (himself or through authorised representatives) should have regularly for past three years ending 31.03.2026 manufactured and supplied "Similar type of system".	a) If the bidder is OEM: Self-declaration by OEM duly signed by bid signatory stating the OEM (himself or through authorised representatives) should have regularly for past three years I.E i.e FY 23-24, 24-25, 25-26 manufactured and supplied "Similar type of system". b) If the bidder is a valid authorised representative of OEM, then for each of the past three years i.e FY 23-24, 24-25, 25-26. i. Filled & signed Manufacturer's authorization form (MAF) [Ref Note (e) & (k)] issued by Manufacturer (OEM) as provided in Section XIV of this tender. In case, if MAF is submitted in any other format then the bidder shall be disqualified. ii. Declaration by OEM (s) certifying association of the bidder with OEM(s) for last 3 years. iii. Self-declaration by OEM duly signed by bid signatory stating the OEM (himself or through authorised representatives) should have regularly for past three years

SECTION IX – QUALIFICATION/ ELIGIBILITY CRITERIA

Category	Eligibility Criteria	Documents required in support of eligibility criteria
	For Start-up Bidder: Experience criteria is not relaxed. Refer definitions under **"Note".**	I.E i.e FY 23-24, 24-25, 25-26 manufactured and supplied "Similar type of system".
Past performance	The bidder or its "OEM" (himself or through authorised representatives) of the offered system should have completed supply, installation & commissioning of at least one "Similar type of system" in a single order/ contract in last five years ending on 31.03.2026, and that: **For Start-up Bidder:** Past Performance criteria is not relaxed. Refer definitions under **"Note".**	Bidder shall submit copies of duly signed & sealed following documents: At least One Order / Contract issued on and executed by "OEM" (of the offered system) OR Any Authorised representatives of "OEM" (of the offered system) as appended hereunder: i) Domestic Orders/Contracts: a. Order / Contract for supply, installation, commissioning of "Similar type of system". b. Tax invoice & GSTR against Sr No. a above. c. Documentary evidence of completion / Work completion certificate issued by client against Sr No. i) above. OR ii) Global Orders/Contracts: a. Order / Contract for supply, installation, commissioning of "Similar type of system". b. Tax invoice, Shipping Bill (issued for Export) against Sr No. a above. c. Documentary evidence of completion / Work completion certificate issued by client against Sr No. i) above.
Financial Standings	a) **Average annual turnover of the Bidder** during last three financial year's period ending 31.03.2026 should be more than ***Rs. 26,93,000/- (Rupees Twenty-Six Lakh Ninety-Three Thousand only)*** **For start-up Bidder:** Turnover criteria is relaxed for Start-ups recognized by DPIIT. Such start-ups are required to have an average annual turnover of at least ***Rs. 20,20,000/- (Rupees Twenty Lakh Twenty Thousand only)*** during last three financial year's period ending 31.03.2026.	Bidder to submit Audited balance sheet and profit & loss statement for FY: 2025-26, FY: 2024-25, FY: 2023-24, and FY 2022-23. 1) Pertaining to OEM in case Bidder is OEM OR 2) Pertaining to both OEM and Bidder in case Bidder is authorised representative of OEM. 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.

Category	Eligibility Criteria	Documents required in support of eligibility criteria
	b) **Net worth of the Bidder s**hould not be in negative as on 31.03.2026 and should have not **eroded** [Ref Note (c)] by more than 30% (Thirty percent) year-on-year basis as well as cumulative basis in the last three financial year's period ending 31.03.2026.	The start-ups should be recognized by DPIIT and certificate of recognition issued by DPIIT clearly stating the "sector" & "industry" corresponding to item in the tender should be submitted along with the bid. In case of unavailability of corresponding sector / industry in the certificate, bidder should submit documents approved/ accepted by DPIIT substantiating relevance to the item in the tender.

Note:

a. **Definitions:**

i) "OEM" means principal manufacturer of "Similar type of system".
ii) For Experience Criteria: "Similar type of system" "means VRF AC System.
iii) For Past Performance Criteria: "Similar type of system" "means VRF AC System with minimum Nine Nos of Indoor units (Any Hiwall / Cassette type).
iv) A 'year' in Experience criteria means Financial Year and last three years means for each of FY 23-24, 24-25, FY 25-26**.**
v) A 'year' in "Past Performance Criteria" is a period of continuous 365 days during the period specified above.
vi) "Validity" in Experience criteria & statutory compliance means valid at least up to Bid validity period of the tender.
vii) In Experience Criteria, "Same OEM" means Principal Manufacturer of offered system as mentioned in techno commercial bid by bidder.
viii) In Experience Criteria, "Other OEM" means Principal Manufacturer other than "Same OEM".
ix) "Bidder" means:
Indian "OEM".
OR
Indian "Authorized representative" of Indian "OEM" or Foreign "OEM".
x) "Authorized representative" includes Indian valid Dealer / Distributor / System integrator / Service provider/ Subsidiary / Channel partner of OEM or any other legal entity specifically authroised for participating in this tender.
xi) Experience & Past Performance must be established by the "OEM" of a country issuing the MAF. Documents of "OEM" with same Group but from other country shall not be accepted.

b. 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.

c. 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,

Category	Eligibility Criteria	Documents required in support of eligibility criteria
	Year – on – Year basis	**Cumulative basis**
	$\frac{\text{(NW of FY 2025-26 (–) NW of FY 2024-25)}}{\text{(NW of FY 2024-25)}}$	$\frac{\text{(NW of FY 2025-26 (–) NW of FY 2022-23)}}{\text{(NW of FY 2022-23)}}$
	$\frac{\text{(NW of FY 2024-25 (–) NW of FY 2023-24)}}{\text{(NW of FY 2023-24)}}$	
	$\frac{\text{(NW of FY 2023-24 (–) NW of FY 2022-23)}}{\text{(NW of FY 2022-23)}}$	

d. Procuring entity reserves the right to seek additional documents related to the documents submitted against eligibility criteria, and reserves the right to verify all credentials submitted by bidders towards qualification/eligibility criteria.

e. One Manufacturer can authorize only one authorized dealer / distributor / system integrator/ representative as per MAF.

f. Initial Net worth shall be calculated as financial year of constitution/incorporation. 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.

g. For holding companies: Credentials of the Holding company cannot (repeat cannot) be clubbed for the purpose of compliance of qualification/eligibility criteria in supply of Goods/ Equipment, and each subsidiary bidding company must comply with all the qualification/eligibility criteria independently. However, 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.

h. 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.

i. 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.

j. Original Documents against all the submitted copies of the documents (i.e. bid documents) must be submitted for inspection, if so demanded.

k. Authorized Representatives: Bids of bidders quoting as authorised representatives of a principal manufacturer (OEM) would also be considered to be qualified, provided:

   i) their principal manufacturer meets all the criteria above without exemption, and

   ii) the principal manufacturer furnishes a legally enforceable tender-specific authorisation in the prescribed form (i.e MAF as per Section XIV of tender) assuring full guarantee and warranty obligations as per the general and special conditions of the contract;

   iii) the bidder himself should have been associated, as the authorised representative of the same or other Principal Manufacturer for the supply, installation, commissioning of the "Similar type of system" for past three years ending on 31.03.2026.

l. Applicability to 'Make in India': Bidders (manufacturer or principal of authorised representative) who have a valid/ approved ongoing 'Make in India' agreement/ program and who, while meeting all other criteria above,

Category	Eligibility Criteria	Documents required in support of eligibility criteria

except for any or more of sub-criteria in Experience and Past Performance above, would also be considered to be qualified provided:

i) Their foreign 'Make-in-India' associates meet all the criteria above without exemption, and

ii) The Bidder submits appropriate documentary proof for a valid/ approved ongoing 'Make in India' agreement/ program.

iii) The bidder (manufacturer or principal of authorised representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of 'The Product/System' offered, including all warranty obligations as per the general and special conditions of contract.

Land border clause

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

II) Bidder means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms, or companies), every artificial judicial person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person participating in a procurement process.

III) "Bidder from a country which shares a land border with India" for the purpose of this order means: -

a) An entity incorporated, established or registered in such a country; or

b) A subsidiary controlled through entities incorporated, established or registered in such a country, or

c) An entity substantially controlled through entities incorporated, established or registered in such a country, or

d) An entity whose beneficial owner is situated in such a country; or

e) An India (or other) agent of such an entity; or

f) A natural person who is a citizen of such a country; or

g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

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

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

Further explanation:

a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;

b) "Control" shall include the right to appoint majority of the director or to control the management or policy decision including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;

2) In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5) In case of a trust, the identification of beneficial owners(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

VI) The successful bidder shall not be allowed to sub contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

VII) A bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the competent authority, as it is not regarded as sub-contracting.

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

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

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

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

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

Authorized Signature with stamp & date

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

ANNEXURE –A

e-Tender No: BNPM/OTE/317/2026-27 dated 23.11.2026

(To be submitted on Company letterhead)

DECLARATION

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

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

I, the undersigned, declare that the item ……have Specified Transfer of Technology (ToT) originate in……..(Name of the country).

Signature _____

Name----------

Designation----------

Date----------

Stamp of the Organization----------

ANNEXURE –B

e-Tender No: BNPM/OTE/317/2026-27 dated 23.11.2026

(To be submitted on Company letterhead)

DECLARATION

I) We do hereby declare that,

1. As on the date of submission of bid against this tender we are not in the list of ineligible/ blacklisted/ banned/ debarred entity by SPMCIL/ BRBNMPL/ BNPMIPL/any Government Agency, for participating in its tenders.

   Further, we agree, in case we got blacklisted/ banned/ debarred by SPMCIL/ BRBNMPL/ BNPMIPL/any Government Agency, any time prior to finalization of tender/ contract, our bid shall not be considered for further evaluation/ award of order.

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

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

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

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

Signature _____

Name----------

Designation----------

Date----------

Stamp of the Organization----------

ANNEXURE –C

e-Tender No: BNPM/OTE/317/2026-27 dated 23.11.2026

(To be submitted on Company letterhead)

DECLARATION

Table 1: Past Experience: (Refer Sec IX, Qualification /Eligibility Criteria)

Sr No.	Description of document	Submitted/Not Submitted
1	Declaration by OEM for manufacturing & supplying similar system in last 3 years	
2	MAF (in case bidder is authorised representative of OEM)	
3	Letter from OEM declaring association of Bidder with OEM for last 3 years (in case bidder is authorised representative of OEM)	

Table 2: Past Performance Details (Refer Sec IX, Qualification /Eligibility Criteria)

Sl. No.	Description of Work	Name & Address of Customer	PO/WO/Contract No. with date	No. of Indoor unit (Minimum 9 Nos)	Date of completion of work (INR)	Documentary evidence of completion of order/contract
1						
2						
3						
4						
5						

Table 3: MSE Details

Particulars	Factors	Bidder to tick (√) / write (As applicable)
Type of MSE	Manufacturing	
	Service	
	Trading	
Purchase preference is claimed under MSE	Yes	
	No	
EMD exemption is claimed under MSE	Yes	
	No	
UDYAM No.		
NIC (As per UDYAM)		

SECTION IX – QUALIFICATION/ ELIGIBILITY CRITERIA

Table 4: Start-Up Details

Particulars	Factors	Bidder to tick (√) / write (As applicable)
Start- Up detail	DPIIT No.	
	Validity	
	Field of Work	
Exemption to Turnover criteria under Financial Standings of Qualification/Eligibility Criteria is claimed under Start-Up.	Yes	
	No	
EMD exemption is claimed under Start-Up	Yes	
	No	

Table 5: Make in India (MII) Details

Particulars	Factors	Bidder to tick (√) / write (As applicable)
Purchase preference is claimed under MII (Applicable only for Class I: Refer Annexure E)	Yes	
	No	

Table 6: Financial Details (Refer Sec IX, Qualification /Eligibility Criteria)

Sl. No.	Financial Year	Annual Turn Over (Rs.)	Net worth (Rs.)	UDIN of CA
1	2025-26			
2	2024-25			
3	2023-24			
4	2022-23			

Signature _____

Name----------

Designation----------

Date----------

Stamp of the Organization----------

ANNEXURE -D

e-Tender No: BNPM/OTE/317/2026-27 dated 23.11.2026

(To be submitted on Company letterhead)

BID SECURITY DECLARATION

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

Signature _____

Name----------

Designation----------

Date----------

Stamp of the Organization----------

ANNEXURE E
SELF DECLARATION OF LOCAL CONTENT

e-Tender No: BNPM/OTE/317/2026-27 dated 23.11.2026

(To be submitted on company letter head)

Name of Bidder: _____

DECLARATION UNDER PREFERENCE TO MAKE IN INDIA (MII) POLICY

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 and as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s_____ (supplier name) are local supplier meeting the requirement of minimum Local content as per details below for the material against Tender No_____

1. We declare to be (Tick one)
   a. Class-I Supplier (50% or more local content) ☐
   b. Class-II Supplier (20% or more and upto less than 50% local content) ☐
   c. Non-Local Supplier (Less than 20% local content) ☐

2. Details of location at which local value addition will be made is as follows:

S. No.	Name of the Item	Name of Manufacturer	Country of Origin	% Value to the total cost	Location (s) and address at which the local value addition is made

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

BNPMIPL reserves the right to verify the local content in terms of the requirement of Public Procurement (Preference to Make in India) Order.

SECTION IX – QUALIFICATION/ ELIGIBILITY CRITERIA

Signature _____

Name----------

Designation----------

Date----------

Stamp of the Organization----------

SECTION X- TENDER FORM

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

To

Date _____

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

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

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

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

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

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

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

(Signature with date)

(Name and designation)

Duly authorised to sign tender for and on behalf of

SECTION XI – PRICE SCHEDULE

(TO BE FILLED ONLINE ONLY THROUGH E-PORTAL)

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

Dear Sir/Madam,

Sub: Supply, installation, commissioning new VRF AC system, removal of obsolete Model of existing AC System at BNPMIPL, Mysuru

Ref: Tender No. **BNPM/OTE/317/2026-27 dated 23.11.2026**

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

Table -1: Price for Supply, installation, commissioning and removal of obsolete Model of existing AC System:

Sch. No.	Description (As per Sec VII, Technical Specification & Scope of work, Sec VIII: Quality Control Requirement)	UOM	Qty	HSN/ SAC	Basic Unit price – Supply (INR)	Basic Unit price – Installation, Commissioning, shifting (INR)	Unit price - P&F, Freight, Insurance, Travel, fooding, lodging, boarding & all other charges (if any) (INR)	Unit Price (incl. of P&F, Freight, Insurance, travel, fooding, lodging & all other charges (if any) excl. of GST) (INR)	GST (%)	GST on Unit Price (INR)	Total Unit Price (incl. of GST) (INR)	Less: Input Credit (GST) (INR)	Effective Total Price (net of input tax credit) FOR BNPM, Mysuru basis (INR)	Total Price (with GST) FOR BNPMIPL, Mysuru basis (INR)
			A		B	B1	C	D=(B+B1+C)	E	F=D*E	G=D+F	H=F	I=(G-H) *A	J=G*A
1.	Supply, installation, commissioning and removal of obsolete Model of existing AC System at BNPMIPL, Mysuru	Lump sum	1											

SECTION XI – PRICE SCHEDULE

Sch. No.	Description (As per Sec VII, Technical Specification & Scope of work, Sec VIII: Quality Control Requirement)	UOM	Qty	HSN/ SAC	Basic Unit price (INR)	GST (%)	GST on Unit Price (INR)	Total Unit Price (incl. of GST) (INR)	Less: Input Credit (GST) (INR)	Effective Total Price (net of input tax credit) Ex works BNPM, Mysuru basis	Total Price (with GST) Ex works BNPMIPL, Mysuru basis (INR)
2	Subtotal 1.a: Total effective price incl. of P&F, Freight, Insurance, travel, fooding, lodging and all other charges (if any) FOR BNPMIPL, Mysore basis in Fig (INR)										
3	Total effective price incl. of P&F, Freight, Insurance, travel, fooding, lodging and all other charges (if any) excl. of GST, FOR BNPMIPL, Mysore basis in word (INR)										
4	Subtotal 1.b: Total price incl. of P&F, Freight, Insurance, travel, fooding, lodging and all other charges (if any) incl. of GST, FOR BNPMIPL, Mysore basis in Fig (INR)										
5	Total price incl. of P&F, Freight, Insurance, travel, fooding, lodging and all other charges (if any) incl. of GST, FOR BNPMIPL, Mysore basis in word (INR)										

Table -2: Price for Non-Comprehensive AMC (3 years):

Sr No (a)	Description: Price for AMC (As per Sec VII, Technical Specification & Scope of work, Sec VIII: Quality Control Requirement) (b)	UOM: Frequency of service (Quarterly= 4) (w)	Quantity (UoM =Lumpsum) (q)	HSN / SAC	Unit Price per visit (INR) (c)	GST @18% (INR) (d)	Unit Effective Price (Without GST) (e= c) (INR)	Total Effective Price (f = e*w*q) (INR) Annual basis	Unit Price per visit (INR) (c)	GST @18% (INR) (d)	Unit Effective Price (Without GST) (e= c) (INR)	Total Effective Price (f = e*w*q) (INR) Annual basis	Unit Price per visit (INR) (c)	GST @18% (INR) (d)	Unit Effective Price (Without GST) (e= c) (INR)	Total Effective Price (f = e*w*q) (INR) Annual basis
					Price for 1st year (As per frequency of service i.e quarterly)				Price for 2nd year (As per frequency of service i.e quarterly)				Price for 3rd year (As per frequency of service i.e quarterly)			
1.	Non-Comprehensive AMC charges	4	1													
2.a	YEARWISE TOTAL ANNUAL EFFECTIVE PRICES (WITHOUT GST) (INR)															
2.b	YEARWISE TOTAL ANNUAL PRICES (WITH GST) (INR)															
3	YEARWISE TOTAL ANNUAL EFFECTIVE PRICES (WITHOUT GST) CONVERTED TO PRESENT VALUE (INR) Formula for Present Value Calculation: $PV = FV/(1+r)^n$ Where, PV: Present Value FV: Future Value (i.e price quoted for 2nd year, 3rd year) r: Rate of interest – To be considered as 8.70%. n: No of year (i.e 0 for 1st year, 1 for 2nd year, 2 for 3rd year)															
4	AVERAGE OF TOTAL EFFECTIVE PRICE (WITHOUT GST) FOR AMC (INR) (CONVERTED TO PRESENT VALUE PRICE) (WITHOUT GST) (AS PER THE SCOPE OF WORK IN SEC – VII)															
5	Subtotal 1: Total effective price of 3 years (without GST): ∑ Sr No. 2.a (INR) in Fig															
6	Subtotal 2: Total price of 3 years (with GST): ∑ Sr No. 2.b (INR) in Fig															
7	Subtotal 2: Total price of 3 years (with GST): ∑ Sr No. 2.b (INR) in word															

SECTION XI – PRICE SCHEDULE

Table 3: Price for essential spares

Sch. No.	Description (As per Sec VII, Technical Specification & Scope of work, Sec VIII: Quality Control Requirement)	UOM	Qty	HSN/ SAC	Basic Unit price (INR)	Unit price - P&F, Freight, Insurance & all other charges (if any) (INR)	GST (%)	GST on Unit Price (INR)	Total Unit Price (incl. of GST) (INR)	Less: Input Credit (GST) (INR)	Effective Total Price (net of input tax credit) (INR)	Total Price FOR BNPMIPL, Mysuru basis with GST(INR)
			A		B	C	D	E=(B+C)*D	F=(B+C+E)	G=E	H=(F-G)*A	J=F*A
	Essential Spares											
1	To be quoted by bidder											
2	To be quoted by bidder											
n	To be quoted by bidder											
n+1	Subtotal n.a: Total effective price incl. of P&F, Freight, Insurance and all other charges (if any) excl. of GST in Fig (INR)											
n+2	Subtotal n.b: Total price incl. P&F, Freight, Insurance and all other charges (if any) incl. of GST in Fig (INR)											

Table -4: For price evaluation purpose:

Sr No.	Description	Total price (INR)
1	Total effective price (i.e without GST): ∑ {Subtotal 1. a (Table1) + Sr. No. 4 (Table 2) + Subtotal n.a(Table 3)} in Fig (INR) (Prices are obtained from Table 1, 2 & 3)	
2	Total price (i.e without GST): ∑ {Subtotal 1. a (Table1) + Sr. No. 4 (Table 2) + Subtotal n.a(Table 3)} in Word (INR) (Prices are obtained from Table 1, 2 & 3)	

SECTION XI – PRICE SCHEDULE

Table -5: Summary for determining total value:

Sr No.	Description	Total price (INR)
Supply part:		
1	Total effective price (i.e without GST): ∑ {Subtotal 1. a(Table1)} + {Subtotal 1 (Table 2) + Subtotal n.a (Table 3)} in Fig (INR) (Prices are obtained from Table 1, 2 & 3)	
2	Total price (i.e with GST): ∑ {Subtotal 1. b(Table1)} + {Subtotal 2 (Table 2) + Subtotal n.b (Table 3)} in Fig (INR) (Prices are obtained from Table 1, 2 & 3)	
3	Total price (i.e with GST): ∑ {Subtotal 1. b(Table1)} + {Subtotal 2 (Table 2) + Subtotal n.b (Table 3)} in Word (INR) (Prices are obtained from Table 1, 2 & 3)	

Table -6: Unit rate for refrigerant and drain piping system for indoor units:

Sch. No.	Description (As per Sec VII, Technical Specification & Scope of work, Sec VIII: Quality Control Requirement)	UOM	Qty	HSN/ SAC	Basic Unit price (INR)	Unit price - P&F, Freight, Insurance & all other charges (if any) (INR)	GST (%)	GST on Unit Price (INR)	Total Unit Price (incl. of GST) (INR)	Less: Input Credit (GST) (INR)	Effective Total Price (net of input tax credit) (INR)	Total Price FOR BNPMIPL, Mysore basis with GST(INR)
			A		B	C	D	E=(B+C) *D	F=(B+C+E)	G=E	H=(F-G)*A	J=F*A
1	Refrigerant and drain piping system for indoor units	m	1									

Seal ( )
Name
Signature with Date

Note:

1) Above quoted prices are as per technical specification, list of requirement & complete scope of work of tender.
2) Quoted price is inclusive of all costs pertaining to P&F, Freight, Insurance, fooding, boarding, lodging, travel of the deployed contractor personnel

required to complete the work and all other charges as applicable wherever applicable.

3) 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 complete technical specifications and scope of work as defined in the tender document.
4) Price Bid shall be submitted through e-portal only, the price bid is liable for rejection if submitted in any other mode. Price should be quoted exactly as per the format given above; Price bids with conditions / Counter conditions are liable for rejection.
5) Multiple / Variable rate for single item, would lead to rejection ofoffer.
6) Bidders are to upload the downloaded (from e-tender portal) Price Schedule (in excel format) at e tender portal only, 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. If prices are quoted in any other way or quoted in techno commercial bid then the bid is liable for rejection.
7) Bidders shall fill in their rates other than zero value in the specified cells without keeping it blank.
8) The quoted price shall be considered to include all relevant financial implications, including inter-alia the scope of work, location of the bidder, location of the consignee(s), extant rules and regulations relating to taxes, duties, transportation, environment, labour and all other aspects as applicable.
9) Any bid in foreign currency shall be summarily rejected.
10) Price evaluation to determine L-1 (i.e lowest quoted price) status will be carried out on the basis of overall effective price (i.e without GST) as derived in Table 4 in price schedule and as quoted by the bidders.
11) It is the discretion of procuring entity to issue order for essential spares within the price validity period of spares i.e within 3 years after completion of one year warranty period.

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

SECTION XIII– QUESTIONNAIRE

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

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

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

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

SECTION XIII– QUESTIONNAIRE

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

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

……..

(Signature with date)

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

For and on behalf of

……..

……..

(Name, address and stamp of the tendering firm)

SECTION XIII– BANK GUARANTEE FORM FOR EMD

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

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

Bank Guarantee No:……..

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

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

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

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

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

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

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

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

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

……
Signature of the authorized officer of the Bank)
……..
Name, authorization/ signature no. and designation of the officer

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

SECTION XIV– MANUFACTURER'S AUTHORISATION FORM

To

Bank Note Paper Mill India Private Limited

Administrative Building, Entry Gate 1,

Paper Mill Compound, Note Mudran Nagar,

Mysore – 570003. Karnataka.

Dear Sirs,

Ref. Your Tender document no. _____ dated _____

We, _____ who are proven and reputable manufacturers of _____ (name and description of the goods offered in the tender) having factories at _____hereby authorize Messrs. _____ (name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. _____ (name and address of the above agent) is authorized to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above goods manufactured by us.

We also hereby extend our full warranty, as applicable as per clause 16 of the General Conditions of Contract read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this tender document.

Yours faithfully,

[Signature with date, name and designation)

For and on behalf of Messrs.

.....

[Name & address of the manufacturers]

Note: This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

SECTION XV– BANK GUARANTEE FORM FOR PERFORMANCE SCEURITY

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

Beneficiary:

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

Performance Guarantee No.:

WHEREAS.....(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of PO (Purchase Order) no..... dated ..... to supply of goods/ performance of service (description of supply/services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said PO 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 PO;

AND WHEREAS we have agreed to give the contractor 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 contractor 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 contractor 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

SECTION XV– BANK GUARANTEE FORM FOR PERFORMANCE SCEURITY

Checklist for Bank Guarantee:

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

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

    Name of the Bank: **HDFC Bank.**

    Name of the Branch: **Richmond Road Branch.**

    Account No: **05230350002465.**

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

    IFSC: **HDFC0000523.**

SECTION XVI– CONTRACT FORM

NOT APPLICABLE TO THIS TENDER DOCUMENT

SECTION XVII– LETTER OF AUTHORITY FOR ATTENDING BID OPENING

NOT APPLICABLE TO THIS TENDER DOCUMENT

SECTION XVIII– SHIPPING ARRANGEMENTS FOR LINER CARGOES

NOT APPLICABLE TO THIS TENDER DOCUMENT

SECTION XX– PROFORMA FOR PRE-CONTRACT INTEGRITY PACT

NOT APPLICABLE TO THIS TENDER DOCUMENT