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

E-TENDER DOCUMENT FOR CONSTRUCTION OF CISF INFRASTRUCTURE AT BNPM PREMISES, NOTE MUDRAN NAGAR, MYSORE.

This tender document consists 4 volumes. This is VOL-1 and contains 128 Pages

Tender Enquiry No.	BNPM/NCB/CISFINFRA/389/2025-26
Tender issuing date	26.11.2025
Due date & time for bid submission	17.12.2025, 1100 HRS
Due date & time for tender opening	17.12.2025, 1130 HRS
Mode of bid submission	Online
Type of tender	National Competitive Bidding
Tender Processing Fee	Online: Rs. 5000/- + GST
Details of contact person	Chief General Manager 0821-2401-111/177/191/189

Registered & Corporate Office:
Administrative Building
Gate 1, Paper Mill Compound
Note Mudran Nagar, Mysuru - 570 003
Telephone No. 0821 - 2401 191/189

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 supply of following goods & services:

Schedule No.	Brief Description of Goods / Services	* Tentative Quantity (with unit)	**Earnest Money Deposit (in Rs.)	Remarks
I.	Construction of CISF Infrastructure at BNPM Premises, Note Mudran Nagar, Mysore (Non-splitable)	As per price schedule	Rs. 24,40,500/- (Twenty Four Lakhs Forty Thousand and Five Hundred only)	Refer scope of work, technical specifications, tender drawings.

2. Guidelines to submit online tender:

- a) The NIT Form with standard tender documents will be accessible in the e-Tendering website: www.tenderwizard.com/BNP. Aspiring Bidders/Contractors 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/Contractors have to make sure that they have the valid DSC. If not, they can procure from any of the RAs approved by CCA.
- d) For details, registration and e-payment, please visit e-tendering website www.tenderwizard.com/BNP or contact M/s. KEONICS Helpdesk at 08951906455/8591944383/9686115309 and 080-40482100 (bnpmhelpdesk@gmail.com)
- 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 resubmit the bid even if the bidder have already submitted the bid through tender wizard portal.
Notification: If you have already submitted the tender, then ensure that you resubmit



SECTION I – NOTICE INVITING TENDERS

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 only. Bidder should check and confirm at their end regarding the submission / resubmission of their bid till the due date & time of bid submission. BNPM / Keonics / Tenderwizard will not be responsible for non-submission / non- resubmission of any bid.
3. The tenderer shall satisfy BNPMIPL that they are competent and authorized to submit tender and/or to enter into a legally binding contract with the BNPMIPL. To this effect, any person giving a tender shall render documentary evidence that his signature on the tender submitted by him is legally binding upon himself, his firm or company as the case may be.
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.
6. The tenderer must obtain for himself on his own responsibility and at his own expenses, all the information which may be necessary for the purpose of making a tender and for entering into a contract, must inspect the site of the work and acquaint himself with all scope of work, volume of work, local conditions, means of access to the work, nature of the work and all matters appertaining thereof before quoting his rates and carrying out the work.

Yours faithfully,
For and on behalf of BNPMIPL

Sd/-
Chief General Manager



SECTION I – NOTICE INVITING TENDERS

IMPORTANT POINTS AT A GLANCE FOR TENDERERS

S. No.	Title	Description
1.	Contract Period	The time schedule for Construction of CISF infrastructure shall be Maximum 12 months from the date of issue of work order to contractor.
2.	Liquidated Damage	@ 0.5% of the delayed value of the delayed work shall be levied per week delay or part thereof, subject to a maximum of 10% of total value of works completed / final bill value.
3.	Terms and modes of payment	100% for certified bill amount shall be paid. All payment made towards RA bills shall be considered as advance against the final payment. Minimum Value of works for interim certified running account bill payment is Rs. 2 crore .
4.	Defect Liability Period	12 Months from the date of completion of work as mentioned in the tender.
5.	Security Deposit / Performance Security	Security deposit shall be submitted in the form of PBG for the 10% of contract value which shall be released after completion of DLP and 2 months claim period. BG shall be submitted within 21 days after the issue of LOI/WO.
6.	Integrity Pact	Applicable
7.	Blacklisted/ debarred firms	Parties who have been black listed /debarred by BNPMIPL/BRBNMPL/SPMCIL or any PSU or any Government Departments are not eligible for submission of this tender.
8.	Others	a) No counter conditions shall be accepted. b) Performance of the bidder in executing the previous contracts/orders of BNPMIPL shall be taken into account during technical evaluation. The bids of the tenderers who were unsuccessful in completing the previous orders of BNPMIPL without any valid reason are liable to be ignored /rejected. c) Bidder is strongly advised to visit Work place at BNPM premises and its properties before submitting the bid to understand the quantum and requirements of work in first hand.



SECTION II – GENERAL INSTRUCTIONS TO TENDERERS

Section II: General Instructions to Tenderers (GIT)

PART 1: GENERAL INSTRUCTIONS APPLICABLE TO ALL TYPES OF TENDERS

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

2. Language of Tender

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

3. Eligible Tenderers

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

4. Eligible Goods and Services

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

5. Tendering Expense

The tenderer shall bear all costs and expenditure incurred

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

III 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



SECTION II – GENERAL INSTRUCTIONS TO TENDERERS

allied time frames, which are linked with that deadline.

8. Pre-Bid Meeting

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

9. Clarification of Tender Documents

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

III PREPARATION OF TENDERS

10. Documents Comprising the Tender

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

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

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

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

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

11. Tender currencies

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

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

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

12. Tender Prices

12.1. The Tenderer shall indicate on the Price Schedule provided

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

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



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- 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 indiwitwhin 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.



SECTION II – GENERAL INSTRUCTIONS TO TENDERERS

- 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:
- 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.
 - 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.
 - 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.
 - In case the tenderer is an Indian agent quoting on behalf of a foreign manufacturer, the Indian agent is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance. Govt. of India operated through Directorate General of Supplies & Disposals (DGS&D), New Delhi.
- 17. Documents establishing good's Conformity to Tender document**
- 17.1. The tenderer shall provide in its tender the required as well as the relevant documents like technical data. Literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by BNPM in the tender documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by BNPM in the tender documents to establish technical responsiveness of the goods and services offered in its tender.
- 17.2. In case there is any variation and/ or deviation between the goods & services prescribed by BNPM and that offered by the tenderer, the tenderer shall list out the same in "Schedule of deviations from Technical specifications" in Volume I of the tender without ambiguity along with justification.
- 17.3. If a tenderer furnishes wrong and/ or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to BNPM in this regard.
- 18. Earnest Money Deposit (EMD)-NOT APPLICABLE**
- 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:
- Account Payee Demand Draft or
 - Banker's cheque or
 - 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,
- As Sole Proprietor of the concern or as attorney of the Sole Proprietor;
 - As Partner (s) of the firm;
 - 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.



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- 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.

IIV 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.

IV 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.

IVI 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;

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

27. Minor Infirmary/Irregularity/ Non-Conformity

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



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- 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 large scale Industries. This price preference cannot however be taken for granted and every endeavour need to be made by such firms to bring down cost and achieve competitiveness.
- 35.4. If the tenders have been invited on variable price basis, the tenders will be evaluated, compared and ranked on the basis of the position as prevailing on the day of tender opening and not on the basis of any future date.
- 36. Tenderer's capability to perform the contract**
- 36.1. BNPM, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.
- 36.2. The above mentioned determination will, inter-alia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of BNPM as incorporated in the tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by BNPM.
- 37. Cartel Formation (Pool Rates)**
- Cartel formation or quotation of Pool/ Co-ordinated rates, leading to "Appreciable Adverse Effect on Competition" (AAEC) as identified in Competition Act, 2002, as amended by Competition (Amendment) Act, 2007, would be considered as a serious misdemeanour and would be dealt accordingly as per Clause 44 below.
- 38. Negotiations**
- Normally there would be no price negotiations. But BNPM reserves its right to negotiate with the lowest acceptable bidder (L1), who is technically cleared /approved for supply of bulk quantity and on whom the contract would have been placed but for the decision to negotiate, under special circumstances in accordance with prevailing guidelines.
- 39. Contacting BNPM**
- 39.1. From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact BNPM for any reason relating to this tender enquiry and/or its tender it should do so only in writing.
- 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



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BNPM, in terms of clause 44 of GIT.

IVII 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-NOT APPLICABLE

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

44. Serious Misdemeanours

44.1 Following would be considered serious misdemeanours:

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

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

45. Notification of Award

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

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

46. Issue of Contract

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



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- 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



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- not be entitled to claim any damage or compensation whatsoever on account of such fault, error in description, weight or the like.
- 54.2.3 All quantities of scrap whether by weight or measurement mentioned in the Tender notice are only approximate and should the quantity, on actual weight or measurement basis as the case may be and whenever delivered on such basis, works out less than the advertised and /or projected quantity, the BNPM shall not under any circumstances be liable to make good any such deficiency
- 54.2.4 BNPM reserves right to increase or decrease the quantity of any item or items or terminate the contract at any stage by giving one week's notice. No claim whatsoever shall lie against the BNPM on account of such termination of the contract or variation in the quantity.
- 54.2.5 BNPM shall have the right to remove certain items which it feels were not intended for sale but were inadvertently made a part of the scrap material or of the lot offered for sale lying at the premises or were joined or attached to the material offered for sale.
- 54.2.6 Tenderers desirous of purchasing and participating in the tender must visit the site before submitting the offer, after taking due permission from the concerned Stock Holders. The Tenderers submitting the offers shall be deemed to have visited the site and acquainted themselves thoroughly with materials intended for sale in all respect.
- 54.2.7 Any person giving offer shall be deemed to have made himself fully conversant with the Terms and Conditions of the Tender Sale, as well as the location and condition of the materials being sold and shall be deemed to have agreed to all the stated terms and conditions herein under.
- 54.3 **Submission of Offer:**
- 54.3.1 Unless specified otherwise in the SIT, tenders shall hold good for acceptance for a minimum period of 90 days (ninety days) from the date of opening of the tenders. The offers of the tenderers shall be irrevocable.
- 54.3.2 BNPM reserves right to reject any offer without assigning any reason therefore.
- 54.3.3 Unless otherwise stated in the SIT, the amount of EMD in such tenders would be 5% of the value of the tender. The Earnest Money shall be forfeited if the tenderer unilaterally withdraws, amends, impairs or derogates from his offer in any respect within the period of validity of his offer.
- 54.3.4 If the offer of the tenderer is not accepted by the BNPM, the Earnest Money deposit made by the tenderer shall be refunded to him. No interest shall be payable on such refunds. The EMD deposited by the successful tenderer shall remain with the BNPM till payment of the security deposit (SO) money, as stipulated in relevant Clause, has been made. It may be adjusted as part of the total SO money at the discretion of the BNPM.
- 54.3.5 Commercial tax/terminal tax, Octroi, municipal tax or any other taxes/duties etc. whatever in force shall be payable extra by the purchaser as per rules applicable to BNPM. Current and valid PAN and sales/commercial tax registration number wherever applicable must be provided in the Bid of the Tenderer.
- 54.3.6 All arrangement for lifting and transportation of scrap material, including manpower, crane, transport vehicle and trolley etc., if required shall be made by the purchaser concerned only and the BNPM shall not provide or help in providing any such arrangements and the rate quoted by the purchaser must include such and all incidental charges.
- 54.3.7 Registered dealers who are exempted from payment of Sales Tax must submit copies of their Registration certificate of concerned authority and shall be required to submit necessary form duly completed in all respect to BNPM or its
- 55.8 If specified in SIT, Advance and Intermediate Payment to Suppliers may be allowed.
- 55.9 **Quantity for Development Commitment**
- In Next three years, after the newly developed firm is able to successfully complete Development orders with +/-5% tolerance, 20% of annual quantity requirement may be reserved for Newly Developed firms.
- 54.3.8 representatives before obtaining delivery order, duly signed by the partner of the firm or the person authorized to do so.
- 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. 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.
- 54.4.2 Disposal Tenders for Security and Sensitive Machinery and Items:
- 54.5.1 Non-Misuse Declaration: The bidder is required to give an undertaking that he or his employees or legal heirs will ensure that such items purchased from BNPM, will be utilized only for scrap recovery and will not be misused for any other purpose. He will also ensure that this undertaking is honoured and it got underwritten from further down the line scrap processors/ purchasers, if any. In case his firm changes hands, it will be his responsibility to ensure that the new owners honour and underwrite this undertaking.
- 54.5.2 If stipulated in SIT delivery would be given only in dis-mantled/cut-up condition.
- 55. Development and indigenization Tenders: NOT APPLICABLE**
- 55.1 Already developed firms or firms who have already received development orders for the item (with whatever results) would not be considered in such tenders.
- 55.2 If specified in SIT the tender documents may be issued free of cost, and submission of earnest money deposit and security deposit may be relaxed.
- 55.3 If specified in SIT, The Tenderers may quote separately for
- a) Price/rate for bulk supply of item in development/indigenization supplies and
- b) Separately, cost of development including cost of 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.
- 55.10 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	No change.
3	9	Time Limit for receiving request for clarification of Tender Documents	Should not be later than 07 days prior to prescribed date of submission of tender.
4	10,11,12, 13,14,15	Documents Comprising the Tender, Tender Currencies, Tender Prices, Indian Agent, PVC Clause & Formula, Alternative tenders	No Change except the taxes will be applicable as per GST rules (GIT: Clause 12.7 to Clause 12.13)
5	16	Documents Establishing Tenderer's Eligibility and Qualifications	No Change
6	17	Documents establishing Good's Conformity to Tender document	No Change
7	18	Earnest Money Deposit (EMD)	Rs. 24,40,500/- (Twenty Four Lakhs Forty Thousand and Five Hundred only) For MSE Bidders: a) Submission of EMD is exempted for Micro and small enterprises (MSEs) as per the Public Procurement Policy for MSEs Order, 2023. 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.



SECTION III – SPECIAL INSTRUCTIONS TO TENDERERS

			<p>For Start-up Bidders:</p> <p>a) Submission of EMD is exempted for Start-up bidders as per the Office Memorandum No. F/20/2/2014-PPD(Pt.) of Ministry of Finance dated 25.07.2017.</p> <p>b) 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.</p> <p>Documents to be submitted:</p> <p>i) For MSE Bidders: Valid NSIC / KVIC / KVIB / DIC / UDYAM Registration certificate.</p> <p>ii) For Start-ups: Certificate of recognition issued by DPIIT.</p> <p>iii) Bid Security Declaration as per Annexure-D is to be submitted by bidders claiming exemption to EMD.</p> <p>For Non-MSE/Start-up bidders:</p> <p>EMD is to be submitted. EMD may also be submitted in the form of PBG as per enclosed format in this tender.</p>
8	19	Tender Validity (120 days in case of two-bid system after the date of tender opening prescribed in the tender document)	No Change
9	20	Signing and Sealing of Tender Note: The following SIT provision is made with respect the following clause 20.4. Number of Copies of Tenders to be submitted : NIL 20.9: E procurement: Permitted.	Only E-procurement
10	21,22,23	Submission of Tenders, Late Tender, Alteration and Withdrawal of Tender	No Change
11	24	Opening of tenders Note: Please read the guidelines for filling up two part bid tender as mentioned in NIT above which is described in detail w.r.to clause 24.4	No Change
12	25	Basic Principle	No Change



SECTION III – SPECIAL INSTRUCTIONS TO TENDERERS

13	26,27,28, 29,30,31, 32, 33, 34	<p>Preliminary Scrutiny of Tenders, Minor Infirmary / Irregularity / Non-Conformity, Discrepancy in Prices, Discrepancy between original and copies of Tender, Clarification of Bids, Qualification / Eligibility Criteria, Conversion of tender currencies to Indian Rupees,</p> <p>Schedule-wise Evaluation, Comparison on CIF Destination Basis</p>	<p>Clause 26.2 (d) – May be read as – Required tender processing fee and EMD have not been provided.</p> <p>(Overall L1 basis) including GST. Refer clause no. 17 below.</p> <p>No change for other clauses</p>
14	35 to 49	<p>Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders, Tenderer’s capability to perform the contract, Tenderer’s capability to perform the contract, Cartel Formation / Pool Rates, Negotiations, Contacting BNPMIPL, Award of contract, Award Criteria, Variation of Quantities at the Time of Award, Parallel Contracts Serious Misdemeanors, Notification of Award, Issue of Contract, Non-receipt of Performance Security and Contract by BNPMIPL, Return of EMD, Publication of Tender Result.</p>	No Change
15	50 to 55	<p>Rate Contract Tenders, PQB Tenders, Tenders involving Purchaser’s and Pre-Production Samples, EOI Tenders, Tenders for Disposal of Scrap,</p>	Not Applicable to this tender.

16. The bidder should consider the following points while quoting GST Rate in their bids:

- 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 should sought 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.



SECTION III – SPECIAL INSTRUCTIONS TO TENDERERS

17. Evaluation Criteria:

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

ii) *The method of evaluation of bidder for awarding the Contract shall be on consolidated grand total offered by the bidder and will be decided taking into consideration of the total offered price for delivery up to BNPM Premises, Note mudran nagar, Mysore and its properties, Mysore.. Evaluation shall be carried out inclusive of GST rates.*

(iii) *All responsive tenderers shall be evaluated as per the terms & conditions of the tender. The basis for arriving at the lowest responsive bidder shall be as per the price quoted for landed cost at BNPM Premises, Note mudran nagar, Mysore and its properties, Mysore including GST, packing & forwarding charges, freight, insurance and any other charges etc. and input credit shall be deducted to arrive at the effective price. Effective price shall be considered for arriving the lowest responsive bidder.*

(v) Bidder has to quote GST rate as per the HSN code provided in Section XI: Price Schedule. In case of any mismatch in HSN code with respect to offered product, same shall be decided in consultation with winning bidder

(vi) All tenderers should be registered under GST. They should be eligible to pass on input credit. Bid will be evaluated all-inclusive though input credit will be deducted to arrive at the effective cost.

(vi) The evaluation shall be based on the lowest (L1) percentage rate quoted. However, BNPMIPL does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity tender or cancel the tender without assigning any reason whatsoever.

(vii) Corrigendum/ Addendum, if any, for clarifications provided shall be hosted on Company's website (www.bnpmindia.com) only.

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

(ix) Parties whose bids are not as per our terms and conditions mentioned in this tender and those bids are with counter conditions are liable for rejection. For any clarification, tenderer may visit the office for clarification on any working day

(x). BNPM reserves the right to accept or reject any or all tenders without assigning any reason thereof.

18. Indigenous/ Domestic Bidder

1. If the tenderer/bidder does not include the details of GST separately in the tender/quotation, the same shall be rejected
2. 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.
3. The evaluation of tender for three categories of GST registration is provided below:



SECTION III – SPECIAL INSTRUCTIONS TO TENDERERS

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

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

19. TENDER PRICES:

- a) Tenderer shall quote strictly in INR and as per the attached price schedule. The quoted prices should be inclusive of taxes.
- b) Prices quoted shall be DAP *BNPM Premises, Note mudran nagar, mysore and its properties, Mysore* basis inclusive of Packing & Forwarding charges, freight, octroi, transit insurance etc. and all other charges if applicable.

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

21. Corrigendum/ Addendum, if any, for clarifications shall be hosted on Company's website (www.bnpmindia.com) only.

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

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



SECTION IV – GENERAL CONDITIONS OF CONTRACT

<p>“CPSU” Central Public Sector Undertaking</p> <p>“CST” Central Sales Tax</p> <p>“DDO” means Direct Demanding Officer</p> <p>“DGS&D” in Rate Contracts means Directorate General of Supplies and Disposals</p> <p>“DP” Delivery Period</p> <p>“ECS” Electronic clearing system</p> <p>“ED” Excise Duty</p> <p>“EMD” Earnest money deposit</p> <p>“EOI” Expression of Interest (Tendering System)</p> <p>“ERV” Exchange rate variations</p> <p>“FAS” Free alongside shipment</p> <p>“FOB” Freight on Board</p> <p>“FOR” Free on Rail</p> <p>“GCC” General Conditions of Contract</p> <p>“GIT” General Instructions to Tenderers</p> <p>“GST” Goods and Services Tax which will replace Sales Tax</p> <p>“H1, H2 etc” means First Highest, Second Highest Offers etc. in Disposal Tenders means</p> <p>“Incoterms” International Commercial Terms, 2010 (of ICC)</p> <p>“L1, L2 etc” First or second Lowest Offer etc.</p> <p>“LC” Letter of Credit</p> <p>“LD or L/D” Liquidated Damages</p> <p>“LSI” Large Scale Industry</p> <p>“NIT” Notice Inviting Tenders.</p> <p>“NSIC” National small industries corporation</p> <p>“PQB” Pre-qualification bidding</p> <p>“PSU” Public Sector Undertaking</p> <p>“PVC” Price variation clause</p> <p>“RC” Rate contract</p> <p>“RR or RIR” Railway Receipt</p> <p>“SBD” or “T Document” (Standard) BID / Tender Document</p> <p>“SCC” Special Conditions of Contract</p> <p>“SIT” Special Instructions to Tenderers</p> <p>“BNPM” / Purchaser Bank Note Paper Mill India Private Limited</p> <p>“SSI” Small Scale Industry</p> <p>“ST” Sales Tax</p> <p>“VAT” Value Added Tax</p>	<p>2.2 General Conditions of the contract shall not be changed from one tender to other.</p> <p>2.3 Other Laws and Conditions that will govern the Contract:</p> <p>Besides GCC and SCC following conditions and Laws will also be applicable and would be considered as part of the contract:</p> <p>a) Indian Contracts Act, 1872</p> <p>b) Sale of Goods Act, 1930</p> <p>c) Arbitration and Conciliation Act, 1996</p> <p>d) Competition Act, 2002 as amended (Amendment Act), 2007</p> <p>e) Contractor’s Tender Submissions including Revised Offer during Negotiations if any</p> <p>f) Conditions in other parts of the Tender Documents</p> <p>g) Correspondence including counter-offers if any; between the Contactor and BNPM during the Tender Finalization</p> <p>h) Notification of award and Contract Documents</p> <p>i) Subsequent Amendments to the Contract</p> <p>j) Any other applicable law/ regulation</p> <p>3. Use of contract documents and information</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
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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.

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.



SECTION IV – GENERAL CONDITIONS OF CONTRACT

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 transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

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

amendment to the contract, the same shall also be taken care of by the supplier accordingly.

8.3 Packing instructions:

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

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

9. Inspection and Quality Control

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

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

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

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

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

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



SECTION IV – GENERAL CONDITIONS OF 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 transshipment without the express/prior written consent of BNPM.

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

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

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

12. Insurance

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

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

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

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

13. Spare parts

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

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

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

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

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

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

14. Incidental services

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

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

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

c) Installation and commissioning of the goods

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

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

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

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

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

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

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

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



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- 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



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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



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

23. Delay in the supplier's performance

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

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

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

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

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

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

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

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

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

24. Liquidated damages

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

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

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

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

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

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



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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:



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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 has been issued- shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

35. Secrecy

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

35.2 Any information obtained in the course of the execution of the contract by the Contractor,; his servants or agents or any person so employed, as to any matter whatsoever, which would or might be directly or indirectly, of use to any enemy of India, must

be treated secret and shall not at any time be communicated to any person.

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

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

36. Disposal / Sale of Scrap by Tender

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

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.



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

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

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

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

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

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

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

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

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

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 Bond/ Security	Within twenty-one days after the issue of notification of award by BNPM, the supplier shall furnish performance security to BNPM for an amount equal to 10% (Ten Percent) of the total value of the contract, valid up to sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations (if any).
3	7 to 15	Technical Specifications and Standards, Packing and Marking, Inspection and Quality Control, Terms of Delivery, Transportation of Goods, Insurance, Spare parts, Incidental Services, Distribution of Dispatch Documents for Clearance/ Receipt of Goods	No Change.
4	16	Warranty/DLP	One year from the date of work completion of construction and issue of Virtual completion certificate.
5	17 & 18	Assignment, Sub Contracts	No Change,
6	19	Modification of contract	No change. Refer clause 20, 21 below.
7	20 & 21	Prices, Taxes and Duties	GST as applicable shall be quoted
8	22	Terms and Mode of Payment	Payment shall be made as per the clause 24 below.



SECTION V – SPECIAL CONDITIONS OF CONTRACT

9	23 to 32	Delay in the supplier's performance, Liquidated damages, Custody and Return of BNPM's Materials/ Equipment/ Documents loaned to Contractor, Termination for default, Termination for insolvency, Force Majeure, Termination for convenience, Governing language, Notices, Code of Ethics	No changes Clause 24.1: In case of any delay in work completion with respect to time schedule, BNPM shall, under the contract deduct from the contract price, as liquidated damages, a sum equivalent to @ 0.5% of the delayed value (unfinished works) of the delayed work shall be levied per week delay or part thereof, subject to a maximum of 10% of total value of works completed / final bill value.
10	33	Resolution of disputes	Arbitration proceedings will be held at Mysuru and venue of arbitration will be Mysuru.
11	34-35	Applicable Law, Secrecy	Courts of Mysuru shall alone have Jurisdiction to decide on any dispute arising out or in respect of the contract (GIT: Clause 34.3) Others clauses no change
12	36-37	Integrity Pact, Disposal / Sale of Scrap by Tender	Integrity Pact applicable to this tender. Other clause not applicable.

SPECIFIC TERMS AND CONDITIONS OF CONTRACT:

13. Clause related to payment of CGST, SGST, UTGST & IGST:

The suppliers are required to adhere the following procedure in order to honour the payment against CGST, SGST, IGST & UTGST in the invoice:

- i. An invoice issued by the supplier of goods or services or both should be in accordance with the provisions of section 31 of the CGST Act and should contain all the prescribed information's in accordance with Chapter VI of CGST Rules 2017;
- ii. A debit note issued if any, by a supplier should be in accordance with the provisions of section 34 of the CGST Act;
- iii. The supplier should mandatorily upload the aforementioned documents in GSTR-1, details of outward supplies of goods or services within the prescribed time under GST Act;
- iv. The supplier should provide the relevant documents to confirm the tax charged on the invoice has been paid to the credit of government after adjusting with ITC if any.

Notwithstanding above, the supplier should provide indemnification as follows: "In the event of non-compliances with respect to GST Act and Rules by the supplier, the purchaser is allowed to adjust the GST amount from retention amount (either in BG or in Cash) held by the company. If no amount is available for recovery, the supplier will refund the GST liability within 10 days from the date of GST reversal in GSTRN". The above requirements are mandatory to claim any GST liability, failing which, the GST liability will not be paid/reimbursed/accepted.

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



SECTION V – SPECIAL CONDITIONS OF CONTRACT

by the Successful bidder from appropriate authority. The successful bidder shall provide accurate particulars of PAN number as required, under Section 206AA of Income Tax Act 1961.

Tax Collection at source: Finance Act, 2020 also inserted sub-section (1H) in section 206C of the Act which mandates that with effect from 1st day of October, 2020 a seller receiving an amount as consideration for sale of any goods of the value or aggregate of such value exceeding Fifty Lakh Rupees in any previous year to collect tax from the buyer a sum equal to 0.1 per cent (subject to the provisions of proposed sub-section (10A) of the section 206C of the Act) of the sale consideration exceeding Fifty Lakh Rupees as income-tax. The collection is required to be made at the time of receipt of amount of sales consideration.

14. Risk Purchase Clause:

If the supplier fails to abide by the terms and conditions of this agreement, or fails to supply the material / service as per the delivery schedule or any time repudiates the contract, the purchaser will have the right to

- a) Procure the tender item / render service from other agencies at the risk and cost of the supplier. The cost difference between the alternative arrangement and existing contract value wherein default has been made will be recovered from the supplier along with the other incidental charges.
- b) Appropriate the Security Deposit (by invoking the Performance bank guarantee) deposited by the successful bidder as per clause 6.0 of GCC.

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

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

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

16. Fore-Closure Clause:- If at any time during the continuation of this contract, the use of material ordered in this contract is completely banned or due to drastic change in Government policy its use as, raw material is discontinued or is declared hazardous to public health or cause rising to civil commotion, epidemics, wide-spread strikes and 21 days' notice of such eventualities is given by purchaser to the seller, the seller without any right to enforce the contract, will agree to the fore-close the performance of balance portion of this contract and in that event no claim for damages or loss will be lodged against the purchaser.

17. Preference for Micro and Small Enterprises (MSE): 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. MSEs should have valid Udyam Registration Certificate to be eligible for consideration under preference for Micro and Small Enterprises (*MSEs). BNPMIPL 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.

Note: This tender falls under category of Works Contract; Hence, Purchase Preference shall not be applicable to MSE's UNDER PUBLIC PROCUREMENT POLICY FOR MSE' s ORDER 2012.



SECTION V – SPECIAL CONDITIONS OF CONTRACT

** Submission / resubmission of the bid (online) is the responsibility of the bidders only. Bidder should check and confirm at their end regarding the submission/ resubmission of their bid against the tender, corrigendum , addendum (if any) till the due date & time of bid submission. BNPM / Keonics will not be responsible for non-submission/ non resubmission of any bid.

- 18.** If any time after start of work, BNPM decides to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the works to be carried out, BNPM shall give notice in writing to this effect and they will have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which might have derived from the execution of works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.
- 19. Amendment to tender:** At any time prior to the deadline for submission of Proposals, BNPM may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the tender by the issuance of Addenda. Any Addendum thus issued will be uploaded on the website www.bnpmindia.com In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, BNPM, at its own discretion, extend the Proposal Due Date by uploading a corrigendum on the website
- 20. Modification of Agreement:** Modification of the terms and conditions of this Agreement, may only be made by written agreement between the Parties. Any instruction for modification of the terms and conditions of this Agreement made by BNPM shall be binding on the bidder.
- 21.** Modification and / or variation in the scope of works may be made by BNPM at any stage in the following manner, by giving 7 days prior notice to the bidder:
- i. Increase, decrease or omission of any part of the contract;
 - ii. Change the character or content of any part;
 - iii. Change the direction or dimensions of any part;
 - iv. Additional scope.
- Refer to various terms and conditions in the subsequent clauses as well.
- 22. 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



SECTION V – SPECIAL CONDITIONS OF CONTRACT

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.

23. Obligations by bidders:

- a. All bidders are obliged under the CIPP (Code of integrity of public procurement) to suo moto proactively declare any conflict of interest (as per conflict of interest clause) 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

24. Terms and Mode of Payment

- a) 100% for certified bill amount shall be paid. All payment made towards RA bills shall be considered as advance against the final payment. Minimum Value of works for interim certified running account bill payment is **Rs. 2 crore (Two Crores only)**
- b) No advance payment shall be made.
- c) Payment shall be done as per actual work carried out. The Contractor shall not be paid any mobilization advance or any secured advance.
- d) Payment shall be released through RTGS/ NEFT only.
- e) Statutory Deductions as applicable will be deducted from the gross bill amount.
- f) No payment shall be released against the extra materials brought to the site.
- g) Bidder has to furnish the price-break-up including the tax components.
- h) The value of work done, less recovery if any will be payable as per progress of work as running account bills subject to satisfactory completion of work as per Joint measurements entered in the Measurement Book (MB) and the same entered in excel sheets to be submitted for certification to CONSULTANT/BNPM. Deductions will comprise the deductions as stipulated including statutory deduction.
- i) Measurement: The measurements will be carried out as per IS 1200 - Method of Measurement for Building and Civil Engineering Work.
- j) The Contractors must finally complete the work strictly in accordance with the specifications and drawings, if required, by reconstructing or rectifying faulty work.
- k) All RA bills / invoices for progress payments as well as for final payments shall be submitted in prescribed computerized forms supported by detailed measurement of



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items of work as per measurement books. Measurements and Abstracts to be submitted building wise/block wise etc. as directed by BNPM/ CONSULTANT from time to time.

- l) Part rate/part payment may be applicable in the RA-bills for the BOQ items as applicable which shall be ascertained by BNPM/CONSULTANT from case to case basis. The decision of BNPM in this regard would be final and shall be binding on the contractor.
- m) The bill should be submitted along with the following duly certified documents:
 - a. Form B - Format of Wage Register
 - b. Form D - Format of Attendance Register
 - c. Form C – Format of Register of loan/recoveries
 - d. Valid ESI & PF challan supported by statement (ECRs) for having paid/remitted the contributions
- n) **Final Bill:** Successful Bidder shall submit final bill within 02 (two) months from the date of completion of the works. The final bill submitted by the Bidder shall be processed for payment only after receipt of “No Due/ Demand” Certificate, Undertaking for Statutory Compliances and clearance of site of all rubbish, debris, vats, tanks, materials, temporary structures, Township and machinery and handing over the site in a tidy and clean condition to BNPM and any other document required by BNPM. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from BNPM.

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

25. RESOLUTION OF DISPUTES

I. If dispute or difference of any kind shall arise between BNPM and the PMC 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 PMC may seek recourse to settlement of disputes through arbitration as per The Arbitration and conciliation Act 1996 as per following clause.

II. **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 Mysore and it shall be conducted in English language.

26. CONTRACT PERIOD/TIME SCHEDULE

- i. The completion of the activities in a time bound manner is the principal requirement as far as the civil construction contract is concerned. The



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requirement would be to carry out the job uninterruptedly, irrespective of the seasonal changes and also to work during extended hours during the working days/ holidays to achieve the schedule on war footing basis. The CONTRACTOR should note that the entire work shall be completed within a time period of **12 (Twelve) months**, failing which, liquidated damages as per General Conditions of Contract will be applicable.

- ii. Work covered under this tender shall be completed within the above time scheduled from the date of Letter of Intent (LOI)/issue of Work order.
- iii. BIDDER shall submit a construction bar chart/ work breakdown structure in MS-project including all activities keeping in mind the total period of completion as indicated above. The priority of carrying out the civil works shall be decided after mutual discussion with the OWNER/CONSULTANT.

27. NOTIFICATION OF AWARD: BNPM shall issue Notification of award (NoA) / LOI to the successful Bidder by post or by fax/email (to be confirmed by post) that its tender for Captioned Subject, has been accepted, briefly indicating therein the essential details of work and corresponding prices accepted. The successful Bidder/Contractor shall mobilize all men required for timely performance involving various activities and start the work from the date mentioned in Notification of Award. Contractor should return back the duplicate copy of Notification of Award duly signed and stamped in each page as acceptance.

28. SECURITY DEPOSIT/PERFORMANCE BOND: An amount equivalent to 10% of the Contact Value to be submitted within 21 days of issue of NoA / LOI in the form of BG/DD, which may be released after 60 days of successful and satisfactory completion of the Entire Project/Contractual Obligation. 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 within stipulated time shall make the tenderer liable for annulment of the award and forfeiture of its EMD (or enforcement of Bid Security Declaration), besides taking other administrative punitive actions by BNPM against it.

29. CONTRACT AGREEMENT: A formal agreement has to be executed between the Contractor and BNPM on Rs 500/- (01 Nos) Non-judicial stamp paper purchased by the Contractor within two weeks of receipt of Security Deposit/Performance Bond as per the format given in SECTION-XV. The original Agreement shall be with BNPM and a copy of the same will be given to the Contractor. In case, Contractor fails to complete the formalities for execution of agreement, Work Order shall be cancelled. In such case, EMD / SD of the Contractor shall be forfeited and BNPM may initiate appropriate action as deemed fit.

30. SAFETY & SECURITY MEASURES TO BE COMPLIED BY THE CONTRACTOR

1. COMPLIANCE OF SECURITY NORMS:

a) BNPM, Mysuru is a security organization and its premises located in Note Mudran Nagar has been declared as 'PROTECTED AREA' by the Govt. of Karnataka. Hence the bidder shall have to abide by the prevailing security Norms. Any of the bidder' employee/works man/labour deployed at site found by the Company as having doubtful integrity, shall be removed from the premises at the risk and cost.



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b) The Contractor shall provide security provisions to check infiltration, and safeguard of the works till the complete work is handed over. Nothing, extra shall be paid to the bidder by the BNPM on this account.

2. PROHIBITED AREA: Contractor shall fully recognize that the site is Prohibited area and that all works and movement within it shall be subjected to the BNPM's direction and control.

3. Safety & Security Measures

a) The Contractor should scrupulously conform to the safety and security norms and stipulations while working in the security area. The Contractor should maintain site clearance during the progress of the work and also after the completion of the work.

b) It shall be the sole responsibility of the Contractor to ensure safety to all his workers. The Contractor shall take all the precaution during execution of work against any hazards, personnel injury or any damage to the property. The Contractor shall provide adequate safety gadgets to the workmen as per norms.

c) In respect of all labour, directly or indirectly employed on the works for the performance and execution of the Contractor's work under the contract, the Contractor shall at his own expense arrange for all the safety provisions as listed in

(i) Safety code forming part of the contract documents

(ii) Indian Standards Regulations, Rules and orders made there under and such other acts as applicable.

d) Precautions as stated in the safety clause are the minimum necessary and shall not preclude the Contractor taking additional safety precautions as may be warranted for the particular type of work or situations. Also mere observance of these precautions shall not absolve the Contractor of his liability in case of loss or damage to property or injury to any person including the Contractor's labour, the BNPM representatives or any member of the public or resulting in the death of any of these.

e) Protective gear such as safety Masks/Helmets, Ear Muffler, Goggles, Gloves, Safety Belt, Safety Helmet, Rubber Shoes, etc. shall be provided by the Contractor at his own cost to all his manpower at site. BNPM shall have the right to stop any person not wearing such protective gear from working on the site.

f) The Contractor has to ensure that all equipment tools, brought on to the premises will be in safe conditions has recently been checked and that all personnel using the equipment and tools have been trained in their safe use.

g) In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the BNPM shall be entitled to do so and recover the costs thereof from the Contractor. The decision of the BNPM in this regard shall be final and binding on the Contractor.

h) Any untoward incident arising out of improper supervision or inadequate safety measures will be the sole responsibility of the Contractor. The Contractor shall conform to all the Labour Laws and shall remain solely responsible for the obligation under the relevant statutory provisions.

i) BNPM is a security organization and the Govt. of Karnataka declares the note mudran nagar premise as Prohibited Area. Hence the Contractor has to abide by the security rules of the



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Company. The Contractor has to ensure the character and antecedent of the persons deployed. The Contractor must be in a position to produce such documents whenever he is asked to do so. Details shall be furnished as per format when called for. The Contractor has to issue printed photo identity card to its workers duly authenticated by the designated security officer of the Company. Contractor should apply for Gate Pass for labours, welding permission and material entry/exit pass etc. as per approved format only, well in advance to avoid any delay in issue of Gate passes. The Contractor shall not allow any visitor to the site without the prior written approval of BNPM.

j) Contractor must ensure that the number of labours/masons or any other type of workers engaged case any of the workers is not coming for which gate pass was requested/issued, the name of such persons should be brought to the notice of the concerned officer as well as to the Security section and surrender the pass issued immediately.

k) Gate passes for all the workers shall be applied in the prescribed Gate Pass Format, Contractor must enclose copy of address proof (aadhar card or Voters ID card or ration card or driving license or passport etc., for all the workers for which gate pass has been requested. The details shall be submitted in the prescribed format which shall be shared on award of contract or as directed by BNPM.

l) The following statement also has to be signed by the Contractor

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

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

n) As and if applicable, the Contractor shall also submit police verification certificate for good character / antecedents for all the workers/supervisor for complying Security formalities. The Contractor shall submit this certificate or receipt of submission. The same shall be submitted for workers/supervisors, who may be a replacement / addition, as the case may be. The cost of verification will be borne by the Contractor. The rules and regulations from time to time shall be adhered.

o) BNPM reserves the right to get the antecedents of the employees of the Contractor verified through police. Any worker of the Contractor, if found by the Company as unsuitable or having doubtful integrity, shall be removed from the premises at the risk and cost of the Contractor. The Contractor shall vouch guarantee for the integrity of its workers.

p) In order to avoid administrative constraints, BNPM prefers the contractors to engage their staff/workers whose police verification is already done before the commencement of work. However if the police verifications are not already done, all staff/workers of contractors shall be issued passes for only up to 15 days initially to the workplace by BNPM security department. If the scope of work extends more than 15 days, the contractor has to ensure that police verification acknowledgement is submitted immediately before the expiry of 15 days and actual police verification report of their employees must be submitted to BNPM security Department within next one month. After which photo ID passes shall be issued on submission of police



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verifications of staffs/workers. The exercise of police verifications shall be done by the contractors only. Requisite permissions shall be obtained by the contractors for all the materials for taking in and out of the site. Any other rules and regulations framed time to time by BNPM security Department shall be strictly followed. Any delay arise due to this which affects progress of works shall be the responsible of contractor. Nothing shall be entertained for the delays attributed to the contractors.

31. LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR

1. LABOUR: Contractor shall be responsible for the engagement, employment, transport, working and living conditions of personnel and in respect of all matters connected therewith including their safety. All the proposed staff / personnel shall possess high standard of Integrity, have no affiliation with any political parties or trade unions. This has to be followed during the entire contract period. Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst its employees and for the preservation of peace and protection of persons and property in the neighbourhood of the site against the same. Upon the outbreak of any strike or labour dispute involving any of Contractor's personnel engaged on the services, Contractor shall forthwith give details thereof to BNPM. If any dispute arises between the contract labour/employees and Contractor agency, the BNPM will not be responsible in any manner. The Contractor shall not stop or cause stoppage of work on account of strike or other agitation during the period of contract. The Contractor agrees that it shall be liable for all consequences for the delay caused or loss / damages suffered by the BNPM due to the stoppage / strike by the Contractor. BNPM shall recover the cost incurred due to this from the Contractor's running account bills.

Contractor shall within Twenty-four (24) hours of any occurrence of any accident at or about the site or in connection with the execution of the services or any injury, loss or damage to any personnel or to property of Contractor, BNPM or of a third party, report such occurrence to the competent authority whenever such a report is required by law. BNPM shall be at liberty to object to and require Contractor to remove forthwith from the site any person employed by Contractor in or about execution or performance of services who in the opinion of BNPM has committed a misconduct or whose employment is otherwise considered to be undesirable. Contractor without the written permission of BNPM shall not again employ such person upon services at any circumstances.

2. The Contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The Contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979. The Contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

3. PAYMENT OF WAGES:



SECTION V – SPECIAL CONDITIONS OF CONTRACT

- a. The Contractor shall pay to labour employed by him either directly, wages not less than fair wages as defined in the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
 - b. The Contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid minimum wage to labour engaged on the work, including any labour engaged by his sub-Contractors in connection with the said work, as if the labour had been immediately employed by him.
 - c. In respect of all labour directly or indirectly employed in the works for performance of the Contractor's part of this contract, the Contractor shall comply with or cause to be complied with the Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
 - d. Under the provision of Minimum Wages (Central) Rules, 1950, the Contractor is bound to allow to the labours directly or indirectly employed in the works one-day rest for 6 days' continuous work and pay wages at the same rate as for duty.
 - e. The Contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
 - f. The Contractor shall indemnify and keep indemnified BNPM against payments to be made under and for the observance of the laws aforesaid and the Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-Contractors.
 - g. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
 - h. The Engineer-in- Charge may require the Contractor to dismiss or remove from the site of the work any person or persons in the Contractors' employ upon the work who may be incompetent or misconduct himself and the Contractor shall forthwith comply with such requirements.
 - i. CONTRIBUTION TO EPF and ESI: The ESI and EPF contributions in respect of this Contract shall be paid by the Contractor and nothing shall be reimbursed by BNPM
 - j. MINIMUM WAGES ACT TO BE COMPLIED WITH: The Contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.
4. INSURANCE: Without limiting the Contractor's obligations and responsibilities stated elsewhere in the Contract, the Contractor shall at his own cost arrange, secure and maintain insurance in the name of the BNPM and the Contractor with an insurance Company selected by the Contractor, in such a manner that the BNPM and the Contractor are covered for all time during the period of contract i.e. the time period allowed for completion of work, extended



SECTION V – SPECIAL CONDITIONS OF CONTRACT

period and the defect liability period. the Contractor shall submit the insurance policies to the Consultant/Engineer-in- Charge within one week of signing of the agreement along with the receipt of premium. The Contractor shall timely pay and submit the proof of payment of premiums for extensions of policies, if any. The insurance shall cover the following: -

a) Contractor's All Risks Insurance: The Contractor shall insure the work for a sum equivalent to the Contract value together with materials and Plant for incorporation therein. ALL RISKS claims, proceedings, loss or damages, costs, charges and expenses from whatsoever cause arising out of or in consequence of the execution and maintenance of the work for which the Contractor is responsible under the contract.

b) Workman Compensation & Employers Liability Insurance: This insurance shall be effected for all the Contractor's employees engaged in the performance of the contract. BNPM shall not be liable in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any workman or any other person in the employment of the Contractor and the Contractor shall indemnify and keep indemnified BNPM against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect or in relation thereof.

5. Before commencing the execution of the work, the Contractor, shall insure and indemnify and keep the BNPM harmless of all claims, against the Contractor's liability for any materials or physical damage, loss or injury which may occur to any property.

6. The Contractor shall also at times indemnify the BNPM against all claims, damages or compensation under the provisions of Payment or Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workman's Compensation Act, 1947, Industrial Disputes Act, 1947 and Maternity Benefit Act, 1961, or any modification thereof or any other law relating thereof and rules made there under from time to time. 7. Compliance with Policy Conditions: In the event that the Contractor fails to comply with conditions imposed by the insurance policies effected pursuant to the Contract, the Contractor indemnify the BNPM against all losses and claims arising from such failure.

(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	* Tentative Quantity (with unit)	**Earnest Money Deposit (in Rs.)	Remarks
I.	Construction of CISF Infrastructure at BNPM Premises, Note Mudran Nagar, Mysore (Non-splitable)	As per price schedule	Rs. 24,40,500/- (Twenty Four Lakhs Forty Thousand and Five Hundred only)	Refer scope of work, technical specifications, tender drawings,

Delivery Address:

CHIEF GENERAL MANAGER
BANK NOTE PAPER MILL INDIA PRIVATE LIMITED
Administrative Building
Paper Mill Compound
Note Mudran Nagar, Mysuru - 570 003

1. BNPM, Mysuru invites tenders from eligible vendors for the work of **“CONSTRUCTION OF CISF INFRASTRUCTURE AT BNPM PREMISES, NOTE MUDRAN NAGAR, MYSURU”**. The work has to be executed as mentioned in the BOQ as per the IS codes, CPWD and KPWD specifications and to the satisfaction of the officials from BNPM. The general character and the scope of the works shall be as illustrated and defined in, Specifications, Schedule of Quantities, and other Contract Documents.
2. The BIDDER should carefully examine the ‘Specification’, “Bill of Quantity” in its complete form and be informed and satisfied himself as to the details, nature, character and quantities of the work to be carried out, site conditions and other pertinent matters and details.
3. **PROFESSIONAL LIABILITY:** The Contractor is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession.
4. Any investigation, topographical survey, geo-technical survey, collection of required data from the actual site location and from BNPM, sample collection & sample testing, test reports etc. of site identified is to be carried out by the successful bidder and cost of same shall be borne by them.
5. **Contractor’s Responsibility:** The Contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from.
6. Materials and workmanship to conform to descriptions: All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the instructions, and the CONTRACTOR shall upon the request of BNPM furnish all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The CONTRACTOR shall at his own cost arrange for and/or carry



SECTION VI – LIST OF REQUIREMENTS

out any test of any materials which the BNPM may require.

7. It is the prime responsibility of the bidder to ensure that execution of the works proceeds smoothly in proper co-ordination among different agencies and in accordance with the programme for completion.
8. It is the prime responsibility of Contractor to complete specified job in schedule time. The Contractor shall be periodically intimated about their performance. Time allowed for carrying out the work as mentioned in the tender should be strictly observed by the CONTRACTOR and it shall be reckoned from the date of issue of LOI or any other date mentioned in the LOI/Notification of Award.
9. BNPM reserves the right to contact and verify Applicant's Information, References, and date submitted in the bid without further reference to the applicant(s).
10. The Contractor requiring any clarification on the tender may notify BNPM in writing or by fax and e-mail. They should send in their queries before the date mentioned in the Schedule of Bidding Process, BNPM shall endeavor to respond to the queries within a reasonable period of time.
11. BNPM shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, BNPM reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring BNPM to respond to any question or to provide any clarification.
12. **Amendment to tender:** At any time prior to the deadline for submission of Proposals, BNPM may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the tender by the issuance of Addenda.
13. Any Addendum thus issued will be uploaded on the website www.bnpmindia.com. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, BNPM, at its own discretion, extend the Proposal Due Date by uploading a corrigendum on the website.
14. **Alteration in quantity or work, specification & design/addition of work/ deletion of work:** The BNPM shall have power to make any alterations / additions to or substitutions for the original specifications and instructions that may appear to him to be necessary during the maintenance work. For that purpose or if for any other reason it shall in its opinion be desirable, it shall have power to order the Contractor to do any or all of the following:
 - Increase or decrease the quantity of any work included in the contract.
 - Delete any such work.
 - Change the character or quantity or kind of any such work.
 - Execute additional work of any kind necessary for the completion of the work & Change in any specified sequence, method of timing of the work.
 - The Contractor shall be bound to carry out the work in accordance with any instructions in these connections, which may be given to him in writing signed by the BNPM and shall not on any way vitiate or invalidate the contract.
 - Quoted rates shall be firm and binding and inclusive of all taxes & charges.
 - Statutory deduction of taxes shall be made at the source.
 - Successful Bidder has to arrange all the required materials, labors, scaffolding, safety



SECTION VI – LIST OF REQUIREMENTS

equipment, tools and plants, transportation etc., at his own cost for proper completion of work including cement and steel, labour, etc. shall be arranged by the Contractors.

- The Successful Bidder has to strictly follow the safety norms during his work & also take care for BNPM property.
- The Successful Bidder should understand the scope of work before quoting and inspect the site accordingly

Note:

- Bidder should be registered under GST.
- Should have permanent Income Tax A/C No as allotted by the income tax authority of government of India.
- Should not be blacklisted/ debarred by BNPM or any PSU or any govt. Departments.
- Copies of certificate/documents related to PAN, GST, ESI & PF registration certificates must be submitted along with the bid.
- The bidder has to submit appropriate documents for ESI, Workmen`s Compensation policy and Contractor`s all risk policy for all the Workers engaged for the work and proper insurances for the staffs such as Engineers, Store Managers, Supervisors etc.
- Bidder to furnish stipulated document in support of qualifying criteria. Non-submission or incomplete submission of documents may lead to rejection of offer.

TIME IS THE ESSENCE OF THE CONTRACT.

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



SECTION VII – TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

1. PREAMBLE:

Bank Note Paper Mill India Pvt Ltd, Mysore is a Joint Venture between Security Printing & Minting Corporation of India Limited ([SPMCIL](#) - A wholly owned Public Sector Undertaking of Government of India under [Ministry of Finance](#)) and Bharatiya Reserve Bank Note Mudran Private Limited ([BRBNMPL](#) - A wholly owned subsidiary of Reserve Bank of India ([RBI](#))) is engaged in production of Bank note papers with a capacity of 12000 TPA in Mysuru, Karnataka.

BNPM, Mysuru invites tenders from eligible vendors for the work of **“Construction of CISF Infrastructure at BNPM Premises, Note Mudran Nagar, Mysore”**. The work has to be executed as mentioned in the BOQ as per the IS, CPWD and KPWD specifications and to the satisfaction of the officials from BNPM. The general character and the scope of the works shall be as illustrated and defined in, Specifications, Schedule of Quantities, and other Contract Documents.

2. Project Components:

BNPM, Mysuru, proposes to undertake construction of CISF Infrastructure at Note Mudran Nagar, Mysore. Total area of 1.901 acres is earmarked for the Project and the tender is called for following infrastructure for CISF personnel namely;

- i. BNPM Barrack
- ii. BNPM Armoury House (Quarter Guard)
- iii. BNPM Ladies Barrack
- iv. BRBNMPL Barrack
- v. BRBNMPL Armoury House (Quarter Guard)

3. The **tender drawings are enclosed as volume-4** for understanding of building design, elevations, arrangements, services etc. complete.

4. If the CONTRACTOR shall have any doubt as to the meaning of any portion of the general conditions, or the special conditions or the scope of the work or the specifications and drawings or any other matter concerning the contract he shall in good time, before submitting his tender, put forth the particulars thereof and submit them to OWNER/CONSULTANT in writing in order that such doubts may be clarified authoritatively in writing before tendering.

5. DEFINITION OF TERMS

5.1 ‘BNPM/OWNER’ shall mean the client which is **Bank Note Paper Mill India Private Limited** on whose behalf the enquiry is issued by BNPM and shall include its successors and assigns, as well as its authorised officers/representatives.

5.2 ‘CONSULTANT/PMC’ shall mean ‘**M/s Kulkarni Associates, Bangalore**’ or their duly authorised representatives, who are the CONSULTANTS appointed by the OWNER for the



SECTION VII – TECHNICAL SPECIFICATIONS

'Project'

- 5.3 'BIDDER' shall mean the firm/party who quotes against this enquiry.
- 5.4 'VENDOR/CONTRACTOR/FABRICATOR' shall mean the successful BIDDER whose Bid has been accepted by the OWNER/CONSULTANT and shall include his heirs, legal representatives, successors and assigns.
- 5.5 'SUB-VENDOR/SUB-CONTRACTOR/SUB-FABRICATOR' shall mean the person named in the 'Contract' undertaking a part of the work or any person to whom a part of the 'Contract' has been sublet with the consent in writing of the OWNER/CONSULTANT and shall include his heirs legal representatives, successors and assigns.
- 5.6 'MANUFACTURER' refers to a person or firm who is the producer and furnisher of the material or designer and fabricator of equipment to either the OWNER/CONSULTANT or the VENDOR/CONTRACTOR or both under the 'Contract'.
- 5.7 'OTHERS' shall mean other successful BIDDERS whose Bids have been accepted by the OWNER/CONSULTANT and to whom the orders have been placed by the OWNER/CONSULTANT and shall include their heirs, legal representatives, successors, and assigns.
- 5.8 'INSPECTOR' shall mean the authorised representatives appointed by the OWNER/CONSULTANT for purposes of inspection of Materials/Equipment/Works.
- 5.9 'Project' shall mean the Construction of CISF Infrastructure at Note Mudran Nagar, Mysore.
- 5.10 'Site' shall mean the actual place of the proposed 'Project' as detailed in the 'Specification' or other place where work has to be executed under the Contract.
- 5.11 'Month' shall mean the calendar month.
- 5.12 'Specification' shall mean collectively the complete tender document including covering letter issued by the OWNER/CONSULTANT for inviting bids and such Amendments, Revisions, Deletions or Additions, as may be made subsequently in writing pertaining to the method and manner of performing the work or to the quantities and qualities of the materials to be furnished under this 'Contract'. If any particular work or part or portion thereof is not covered by the 'Specification', the specification for such work shall mean the relevant Bureau of Indian Standards Specification for or relative to the particular work or part or portion thereof shall mean standard engineering practice approved in writing by the ENGINEER/ with or without modification.
- 5.13 'Bid shall mean the proposal/document that the BIDDER submits in the requested and specified form in the tender.
- 5.14 'Plant' or 'Equipment' and 'Work' or 'Works' shall mean respectively the goods to be supplied and services to be provided by the VENDOR/CONTRACTOR/FABRICATOR under the 'Purchase Order' or 'Contract'.
- 5.15 'Contract' or 'Purchase/work Order' shall mean the order and associated specifications executed by the OWNER/CONSULTANT and the VENDOR/CONTRACTOR including other documents agreed between the parties or implied to form a part of the 'Contract'. The



SECTION VII – TECHNICAL SPECIFICATIONS

'contract' may be or may not be formal and registered.

- 5.16 'Contract Price' shall mean the Total amount as calculated from quoted unit rates and estimated quantities (considering extent of variation) for various items of work as set out in the Schedule of Quantities attached to the Contract Agreement/Work Order.
- 5.17 'Effective Date of Contract' shall mean the Calendar date on which OWNER/CONSULTANT have issued to VENDOR/CONTRACTOR the 'Letter of Intent' or any other date agreed between the OWNER/CONSULTANT and the BIDDER and specifically mentioned in the Letter of Intent/Work Order/Purchase Order/Contract.
- 5.18 'Contract Period' shall mean the period during which the 'Contract' shall be executed as agreed between VENDOR/CONTRACTOR/FABRICATOR and OWNER/CONSULTANT in the 'Contract' and it starts with the Effective Date of Contract.
- 5.19 'Guarantee Period' shall mean the period during which the 'Plant' or 'Equipment' shall give the same performance as guaranteed by the VENDOR/CONTRACTOR in the Schedule of Guarantee as in the 'Specification'.
- 5.20 'Approved' and 'Approval' where used in the 'Specification' shall mean, respectively, approved by and approval of the OWNER/CONSULTANT.
- 5.21 When the works 'Approved', 'Approval', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As directed', 'Where Directed', 'When Directed', 'Determined By', 'Accepted', 'Permitted', or words and phrases of like importance are used, the approval judgement, direction, etc. is understood to be a function of the OWNER/CONSULTANT .
- 5.22 ENGINEER'S instructions shall mean details, directions and explanations issued by the ENGINEER/ or the OWNER/CONSULTANT in writing, and drawings(s) and/or oral instructions to be ratified in writing within 48 (forty eight) hours from time to time during the Contract Period.
- 5.23 'Writing' shall include any manuscript, typewritten or printed statement under or over signature and/or seal as the case may be.
- 5.24 'Notice in writing' or 'Written Notice' shall mean a notice in written, typed or printed characters sent by Fax/ Email/ registered post (unless delivered personally or otherwise proved to have been received) to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- 5.25 'CONTRACTOR'S Works' or 'MANUFACTURER'S Works shall mean and include the land and other places which are used by the VENDOR/ CONTRACTOR/FABRICATOR or SUB-VENDOR/SUB-CONTRACTOR/SUB-FABRICATOR for the manufacture of 'Equipment' or performing the 'Works'.
- 5.26 'Commercial Use' shall mean that use of the 'Equipment' or 'Work', which the 'Contract' contemplates, or that for which 'Equipment' or 'Work' is commercially capable.
- 5.27 'Minor Modification', as applied to equipment erection contracts only, shall mean the modification work required to be done on the 'Equipment' and 'Works' which need a



SECTION VII – TECHNICAL SPECIFICATIONS

maximum of 48 man-hours per item of work. In the case of civil contracts, it shall be 'Works' which need a maximum of 8 man-hours per item of work.

- 5.28 'Major Modification' as applied to equipment erection contracts only, shall mean the modification work required to be done on the 'Equipment' and 'Works' needing more than 48 man-hours per item of work, where such work is required to be done for no fault of the VENDOR/CONTRACTOR. In the case of civil contracts, it shall be 'Works' needing more than 8 man-hours per item of work.
- 5.29 Words importing persons shall include Firms, Companies, Corporations and other Bodies, whether incorporated or not.
- 5.30 'Drawings' shall mean all:
- (a) Drawings furnished by the OWNER/CONSULTANT as a basis for proposals;
 - (b) Supplementary drawings furnished by the OWNER/CONSULTANT to clarify and to define in greater detail the intent of the 'Contract';
 - (c) Drawings submitted by the CONTRACTOR with his proposal provided such drawings are acceptable to the OWNER/CONSULTANT.
 - (d) Drawings furnished by the OWNER/CONSULTANT to the CONTRACTOR during the progress of the work.
 - (e) Engineering data and drawings submitted by the CONTRACTOR during the progress of the work provided such drawings are acceptable to the OWNER/CONSULTANT.
- 5.31 'Act of Insolvency' shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency act, or the Provisional Insolvency Act or any amending statute.
- 5.32 There are certain synonyms being used by the OWNER/CONSULTANT for identification of different buildings / units / divisions / operations. These synonyms shall have their related meanings as being practised or conventional to the OWNER/CONSULTANT.
- 5.33 Wherever figures are given in this Contract under the word "Elevation" or an abbreviation of it, or where figures representing elevations are given, they shall mean the elevation relative to the arbitrary permanent bench mark fixed by the ENGINEER or OWNER/CONSULTANT, for the particular work, located as shown on site plan or a datum level established OWNER/CONSULTANT.



SECTION VII – TECHNICAL SPECIFICATIONS

6. SCOPE OF WORK

- 6.1 The scope of work shall comprise of, but not limited to Construction of CISF Infrastructure in the premises of Bank Note Paper Mill at Note Mudran Nagar, Mysore.
- 6.2 The civil and structural works covered under the scope of work are listed below:
- 6.3 The various items of work shall be as per the schedule of items and detailed technical specifications as per Vol-III. The tender drawings have been provided in Vol-IV. Some of the works covered are listed below:
- (a) Site clearance
 - (b) Site grading
 - (c) Excavation
 - (d) Concrete and allied works such as steel reinforcement, form work etc. complete
 - (e) Waterproofing works
 - (f) Masonry works
 - (g) Internal and external Plastering works
 - (h) Internal and external Painting works
 - (i) Doors and windows
 - (j) MS structural steel works
 - (k) Flooring works
 - (l) Miscellaneous civil works
 - (m) Plumbing and sanitary works
 - (n) Electrical works
 - (o) External development works
 - (p) Additional works, if any.
- 6.4 It is not the intent to specify completely herein all details of design and construction of the works covered under this enquiry. Scope of work may also include such other related works as indicated in the drawings and /or schedule of quantities although they may not be specifically mentioned in the above paragraphs and all such incidental items of works not specified but reasonably implied and necessary for completion of the job as a whole, as directed by OWNER/CONSULTANT and as directed hereunder. All works shall conform in all respects to high standards of engineering, design and workmanship and shall, fulfil the anticipated performance during the CONTRACTOR's guarantee period in a manner acceptable to the OWNER/CONSULTANT who shall have the power to reject any works or materials which in his judgement are not in full accordance with the specification requirements as directed hereunder. In case of any conflict regarding the interpretation of the intent or meaning of the specifications or drawings, by OWNER/CONSULTANT shall interpret such intent or meaning, which will be final and binding on the CONTRACTOR.
- 6.5 Various works covered in this specification shall include furnishing of all materials, labour, setting out, locating the building or structures, tools plants and equipment's, transportation, fabrication, supervision and construction as per construction drawings



SECTION VII – TECHNICAL SPECIFICATIONS

including embedment of inserts, bolts etc. leaving pockets, holes, grooves, chambers etc. as shown herein and as directed by or OWNER/CONSULTANT.

- 6.6 OWNER/CONSULTANT reserves the right to split the contract, however the rates/ prices shall remain valid.
- 6.7 The works covered under the present scope is located within BNPM premises at Mysore. The BIDDER is therefore advised to visit the site and get himself familiar with the site conditions before submission of his offer. No claim by the BIDDER, for increase in prices on this account shall be further entertained.

7. Structure of the Tender Specifications.

7.1 The BIDDER shall be deemed to have carefully examined the 'Specification' in its complete form and to have fully informed and satisfied himself as to the details, nature, character and quantities of the work to be carried out, site conditions and other pertinent matters and details.

7.2 It is the intent of the OWNER/CONSULTANT to incorporate these specification documents in the final 'Contract' or 'Purchase Order' for the supply of material, equipment and services. The BIDDERS are required to review these documents and clearly state exceptions, if any. However no deviations will be allowed. The final 'Contract' between the OWNER/CONSULTANT and the VENDOR/CONTRACTOR shall be subjected to such changes, if any, mutually agreed upon between the OWNER/CONSULTANT and the VENDOR/CONTRACTOR and included in the main text of the 'Contract' or 'Purchase/work Order'.

7.3 Compliance to Statutory payment: No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESI, Welfare Board, whatever applicable are submitted by the contractor to the Consultant/Engineer-in- Charge.

7.4 The Contractor shall at his cost submit the samples of materials to be tested or analyzed. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

7.5 14. The contractor shall, at his cost, make all arrangements and shall provide all facilities as the Consultant/Engineer-in- Charge may require for collecting and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Consultant/Engineer-in- Charge and bear all charges including testing charges. The Consultant/Engineer-in- Charge shall always have access to the works and to all workshops and places where work component is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

7.6 The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule.



SECTION VII – TECHNICAL SPECIFICATIONS

7.7 ESCALATIONS: No escalation shall be applicable on this contract. The Price quoted by contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. Basic rate for finished materials are applicable as mentioned in subsequent clauses/BOQ items.

8. GENERAL.

- 8.1 The CONTRACTOR shall carry out all the work strictly in accordance with drawings, details and instructions of the OWNER/CONSULTANT. If in the opinion of the ENGINEER, any changes have to be made in the design, and with the prior approval in writing of the OWNER/CONSULTANT, they desire the CONTRACTOR to carry out the same, the CONTRACTOR shall carry out the same without any extra charge. The OWNER/CONSULTANT decision in such cases shall be final and shall not be open to arbitration.
- 8.2 All compensation or other sums of money payable by the CONTRACTOR to the OWNER/CONSULTANT under the terms of this Contract may be deducted from the security deposit if the amount so permits and the CONTRACTOR shall, unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.
- 8.3 A Schedule of Probable Quantities in respect of each work and Specification accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of the OWNER/CONSULTANT. Each Part II Commercial Bid should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled in order to show the aggregate value of the entire tender.
- 8.4 The BIDDER must obtain for himself on his own responsibility and at his own expenses, all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereof.
- 8.5 The rates quoted in the tender shall include all charges for clearing of site before commencement as well as after completion, water, electric consumption, meters, at all levels, all floors, all lead n lifts, double scaffolding, centering, boxing, staging, planking, timbering and pumping out water including bailing, fencing, hoarding, plant and equipment, storage sheds, watching and lighting by night as well as day including Sundays and holidays, temporary plumbing and electric supply, protection of the public and safety of adjacent roads, streets, cellars, vaults, ovens, pavements, walls, houses, buildings and all other erections, matters or things and the CONTRACTOR shall take down and remove any or all such centering, scaffolding, staging, planking, timbering, strutting, shoring etc. as occasion shall require or when ordered so to do and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the OWNER/CONSULTANT. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, labour
- BNPM/NCB/CISF INFRA /389/2025-26 dated 26.11.2025 VOL-1 Page 51 of 128



SECTION VII – TECHNICAL SPECIFICATIONS

conditions, fluctuations in railway freights or any conditions whatsoever. Tenderers must include GST in their rates. Any change in tax part shall also be reimbursable.

- 8.6 The successful tenderers may also note that the OWNER/CONSULTANT reserves the right to deduct applicable taxes from the bills and amount due to them from Bank and remit the same directly to the Government in case they are not submitting the proof/evidence of having paid the Taxes on work executed under this contract.
- 8.7 The rates quoted shall be firm for the entire duration of contract including the period of extension.
- 8.8 The CONTRACTOR should note that unless otherwise stated, the tender is strictly on item rates basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. **The quantities in the Schedule of Quantities approximately indicate the total extent of work, but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract. Rates quoted shall remain firm.**

However, BNPM/CONSULTANT shall evaluate the rates quoted by the bidders for each and every BOQ item and list out the AHR and ALR items and neither AHR nor ALR items (AHR-Abnormally High Rates & ALR-Abnormally Low rates). The rates for 'ALR BOQ items and BOQ items coming under neither AHR nor ALR' shall remain firm for tender quantities and beyond tender quantities i.e. unlimited quantities.

I.r.o of 'AHR BOQ items', the rates shall be valid for 100% tender quantity and shall also be valid up to 130% of tender quantities (i.e. increase up to +30% quantity) only and for beyond 130% tender quantities, the fresh rates shall be derived on the basis of rate analysis and rates for such items shall be the lowest of market rates or kpwd/cpwd rate analysis or BOQ quoted rates. The decision of BNPM/CONSULTANT shall be final and binding on the contractor.

Also following points may be noted,

- i. The Quantities of work indicated in the Schedule of Quantities are only approximate and are given to provide a common basis for bidding. The actual quantities of work shall be ordered by OWNER/CONSULTANT as shown on the final drawings released for construction. No claim shall be entertained from CONTRACTOR if the actual quantities or items of work differ from those indicated herein, except where stated otherwise. CONTRACTOR shall ascertain for himself the actual quantities of materials required before bidding. The OWNER/CONSULTANT reserves the right to modify any aspect of the scope of Tender at any time during the course of work.
- ii. The AHR BOQ items of work individually costing more than **1%** (one percent) of the contract value/(awarded value) provided the quantities of these items have increased more than 30% of the tender quantities indicated in the contract, the fresh rates are applicable.
- iii. The rates shall also be deemed to include any survey works and setting out that may be required to be carried out for laying out of all the works involved.



SECTION VII – TECHNICAL SPECIFICATIONS

- iv. No additional compensation is payable by OWNER for any expenses incurred by CONTRACTOR for travel etc. or for meetings / discussions with OWNER / CONSULTANT.
- 8.9 Time allowed for carrying out the work as mentioned in the tender shall be strictly observed by the CONTRACTOR and it shall be reckoned from the date of issue of LOI.
- 8.10 The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the CONTRACTOR fails to complete the work within the specified period, he shall be liable to pay compensation as defined in General Conditions of Contract. The BIDDER shall before commencing work prepare a detailed work programme which shall be approved by the OWNER/CONSULTANT.
- 8.11 Tenders will be considered only from Interested CONTRACTORS.
- 8.12 The CONTRACTOR shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the OWNER/CONSULTANT shall not be liable for any claim in respect thereof. The OWNER/CONSULTANT does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein
- 8.13 The successful BIDDER is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing with the prior consent in writing of the OWNER/CONSULTANT.
- 8.14 The successful BIDDER must co-operate with the other CONTRACTORS appointed by the OWNER/CONSULTANT so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the s.
- 8.15 The CONTRACTOR must bear in mind that all the work shall be carried out strictly in accordance with the Specifications made by the OWNER/CONSULTANT and also in compliance of the requirements of the local public authorities and statutory authorities and no deviation on any account will be permitted. In the event of any default on this account the CONTRACTOR shall at his cost rectify to the satisfaction of the concerned statutory authority. In the case of his failure to do so the same shall be got done by the OWNER/CONSULTANT through any other agency at the risk and cost of the CONTRACTOR.

The contractor shall comply with all the rules and regulations of the following statutory laws as per the tender document. Payment shall be made after complying the same.



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- i) Minimum Wages Act 1948 prescribed by Ministry of Labour & Employment Office of the Chief Labour Commissioner.
 - ii) Payment of Wages Act, 1936.
 - iii) Payment of Bonus Act, 1965.
 - iv) Employment State Insurance Act, 1948.
 - v) Employees Provident Fund (Miscellaneous Provision) Act, 1952.
 - vi) Contract Labour (Regulation and Abolition) Act, 1971.
 - vii) Equal Remuneration Act, 1976.
 - viii) Payment of Gratuity Act, 1972.
 - ix) Maternity Benefit Act, 1961.
 - x) Karnataka factory Act and
 - xi) Any applicable law in the country where any of the services are performed or regulations issued including without limitation all laws, regulations and requirements of Government of India.
 - xii) CAR policy, BOCW, workmen compensation act, insurances etc. all as per applicable to be taken care by the contractor.
 - xiii) The payments shall be made after complying with all the statutory regulations.
- 8.16 The successful BIDDER should make his own arrangement to obtain all materials required for the work including cement and steel etc.
- 8.17 The CONTRACTOR shall strictly comply with the provision of safety code attached herewith.
- 8.18 IS Code numbers wherever mentioned in the tender shall be the latest version of IS codes as on the date of opening of tenders.
- 8.19 The successful BIDDER shall be required to submit the PERT/CPM chart for the various activities involved in this work including dependencies etc. and regularly monitor the progress of construction accordingly.
- 8.20 The security deposit of the successful BIDDER will be forfeited if he fails to comply with any of the conditions of the Contract.
- 8.21 CONTRACTOR to inform himself fully. The CONTRACTOR shall be deemed to have carefully examined the work and site conditions including labour, the general and special conditions, the specifications, schedules, drawings and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the rates quoted in the tender. In this regard he will be given necessary information available with the OWNER/CONSULTANT but without any guarantee about its accuracy.
- 8.22 If the CONTRACTOR shall have any doubt as to the meaning of any portion of the general conditions, or the special conditions or the scope of the work or the specifications and drawings or any other matter concerning the contract he shall in good time, before submitting his tender, put forth the particulars thereof and submit them to OWNER/CONSULTANT in writing in order that such doubts may be clarified



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authoritatively in writing before tendering.

- 8.23 The materials and workmanship shall satisfy the relevant Indian Standard, KPWD/CPWD specifications, most specifications and the Specifications contained herein and codes referred to. Where the Specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall be approved by the Engineer – in – charge. In case of any ambiguity, sound engineering practices shall prevail and the decision of engineer in charge in such matters shall be final.
- 8.24 The detailed specifications given hereinafter are for the items of works described in the schedule of quantities attached herein, and shall be guidance for proper execution of work to the required standards. It may also be noted that the specifications are of generalized nature and these shall be read in conjunction with the description of item in schedule of quantities and drawings.
- 8.25 The Contractor shall take instructions from the Engineer-in-charge regarding collection and stacking of materials in any place. Unserviceable materials shall be stacked such that it does not hamper the day-to-day movement of people/office staff/ visitors etc.
- 8.26 BNPM is an ISO certified Company. The Contractor in all respects shall organize his work, systems, environment, process control documentation, tools, plant, inspection, measuring and testing equipment's etc. as per instructions of Engineer.
- 8.27 The Contractor shall also comply with applicable legislation and regulations with regards to Health, Safety and Environmental aspects for minimizing risk arising from occupational health, safety hazards, controlling pollution and wastage.
- 8.28 BNPM may depute their representative for checking and supervision of important stages of work. The Contractor shall be required to provide all facilities for inspection of works at no extra cost to BNPM. Any defect in quality of work or deviations from drawings / specifications pointed out during such inspection shall be made good by the Contractor in the same way as if pointed out by the Engineer, without any cost implication to BNPM.
- 8.29 All works shall be taken over by BNPM in part or in full, when it has been completed in all respects and /or can be put to use satisfactorily. The complete work under the contract shall be taken over only after completion of all punch points, pending work, rework wherever required, site clearing and reconciliation of materials.
- 8.30 The guarantee period shall start only after the complete work under the contract has been taken over by BNPM.

All works shall comply with relevant IS codes and KPWD/CPWD standards and specifications.

9. Errors, Omission and Descriptions



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In case of errors, omissions and/or disagreement between written and scaled dimensions on the drawings or between the drawings and specification etc. the following order of preferences shall apply.

- 9.1 Between actual scaled and written dimension (or description) on a drawing the latter shall be adopted.
- 9.2 Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the latter shall be taken as correct.
- 9.3 Between the written description of the item in the specifications and the detailed descriptions in the schedule of quantities of the same item, the latter shall be adopted.
- 9.4 Between the duplicate/subsequent copies of the tender and original tender, the original shall be taken as correct.
- 9.5 In all cases of omissions and/or doubts or discrepancies in any item or specification a reference shall be made to the OWNER/CONSULTANT whose elucidation, elaboration or decision shall be considered as authentic. The CONTRACTOR shall be held responsible for any errors that may occur in the work through lack of such reference and precaution

10. Site facilities:

The following facilities will be provided by the OWNER/CONSULTANT in good faith at terms indicated hereunder. No claims, whatsoever, arising out of use, misuse or failure of these facilities will be entertained.

- i. Water and Power: One Point of water and power shall be earmarked to the CONTRACTOR on chargeable basis for drawal of temporary water and Power. It shall be the sole responsibility of the successful bidder to make all necessary arrangement to draw the water/power from the earmarked source. In case the same is not available, the arrangements and its distribution with all necessary accessories shall be made by contractor only. The power is to drawn within the premises at Note mudran nagar, approx. distance 200 mtrs, 20 KVA. Bidder shall borne the cost for all such arrangements.
- ii. Adequate toilets/urinals/washing area for staff and workers at construction site to be arranged by the contractor. Let off point for sewage generated shall be connected to nearby manhole as directed by engineer in charge.
- iii. Open Space: NO open space shall be provided except for storage of materials near to the work area/owner premises as directed by engineer in charge.
- iv. Site shall be handed over to the OWNER in a clean and tidy conditions on completion of 'Work' or as instructed by the OWNER /CONSULTANT failing which the Work Completion Certificate will not be issued. All the wastes, debris shall be removed and disposed out of the premises.
- v. Clean Up of Site Work: During execution, the CONTRACTOR shall without any additional payment, at all times keep the working and storage areas used by him, free from accumulation of waste materials or rubbish. Before completion of all works, he shall



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remove or dispose of in a satisfactory manner all excess materials, temporary structures, waste and debris and leave the premises in a condition satisfactory to BNPM.

- vi. It is the also responsibility of the CONTRACTOR to make suitable arrangements for the following:
 - a. Portable compressors, pumps, temporary piping, wiring and accessories as required for cleaning, testing, flushing etc.
 - b. Accommodation for their workers, staffs etc. out of the premises.
 - c. Workshop Facilities - to carry out site fabrication as may be required.
 - d. Canteen Facilities for his personnel.
- vii. Consumables: All consumables and expendables required for work under this contract including necessary welding electrodes shall be arranged by the CONTRACTOR.
- viii. Lighting: The CONTRACTOR will make his own arrangement for lighting for carrying out works at night/dark areas as required. Only general lighting of the area as already available shall be maintained by the OWNER/CONSULTANT.



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11. OTHERS

The Conditions herein before referred to

11.1 In construing these conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires.

(a) **CONTRACTOR**

In the case of a partnership firm CONTRACTOR shall mean _____

_____ and
_____ trading as partners in the
name and style of _____

_____ and having
a place of business at _____
_____ and shall
include the partners for the time being of
the said firm and the legal representatives
of a deceased partner.

In the case of individual CONTRACTOR shall mean _____
_____ trading in the
name and style of _____

_____ and shall
include his heirs, successors and legal
representatives.

In the case of company CONTRACTOR shall mean _____
_____ a company
incorporated under _____
and having its registered office at
_____ and shall include its
successors and assignees.

(b) **Site** Shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the OWNER/CONSULTANT for the CONTRACTOR's use.

(c) **This Contract** Shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specification attached hereto and duly signed.



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- (d) Notice in writing Written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by FAX/ E-mail/ sted Post/ Courier to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- (e) Act of Insolvency Shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
- (f) Net Prices If in arriving at the contract amount the CONTRACTOR shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in tender shall be the sum arrived at by adding or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or determining the percentage or proportion of the sum so added or deducted by the CONTRACTOR the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression “net rates” or “net prices” when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
- (g) Works Shall mean _____

_____ for the
OWNER/CONSULTANT at

_____ as
provided herein.



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Words importing persons include firms and corporations. Words importing the singular only also include the plural and vice versa where the context requires.

11.2 The CONTRACTOR shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the OWNER/CONSULTANT. The OWNER/CONSULTANT may in his absolute discretion and from time to time issue further drawings and/or written instructions, detailed directions and explanations which are hereafter collectively referred to as “s Instructions” in regard to :

- (a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- (b) Any discrepancy in the drawings or between the Schedule of Quantities and/or drawings and/or specification.
- (c) The removal from the site of any material brought thereon by the CONTRACTOR and the substitution of any other material therefore.
- (d) The removal and/or re-execution of any works executed by the CONTRACTOR.
- (e) The dismissal from the works of any persons employed thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects.
- (h) The CONTRACTOR shall forthwith comply with and duly execute any work comprised of such “s instructions’ provided always that verbal instructions, directions and explanations given to the CONTRACTOR or his representatives upon the works by the shall, if involving a variation, be confirmed in writing by the CONTRACTOR within seven days, and if not dispensed from in writing within a further seven days by the, such shall be deemed to be Instructions within the scope of the Contract.

11.3 Variations to be approved by OWNER/CONSULTANT

Notwithstanding anything herein contained, the CONSULTANT or his representative shall not, without the prior concurrence in writing of the OWNER, issue any instructions, verbal or in writing, which will result in the OWNER having to pay the CONTRACTOR an additional sum greater than Rs.2500/- and all instructions issued to the CONTRACTOR should forthwith be brought to the notice of the OWNER. The CONTRACTOR shall submit through the statement of variations giving quantity and rates duly supported by analysis of rates, vouchers etc. The rates on scrutiny and final acceptance by the OWNER/CONSULTANT shall form a supplementary tender. The OWNER/CONSULTANT shall not be liable for payment of such variations until these statements are sanctioned by it.

11.4 Drawings and Schedule of Quantities and Agreement

The Contract shall be executed in triplicate and the, the OWNER/CONSULTANT and the CONTRACTOR shall be entitled to one executed copy each for his use. The CONTRACTOR on the signing hereof shall be furnished by the or OWNER/CONSULTANT free of cost one copy of each of the said drawings and of the specification and one copy of all further drawings



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issued during the progress of the works. Any further copies of such drawings required by the CONTRACTOR shall be paid for by him. The CONTRACTOR shall keep one copy of all drawings on the works and the OWNER/CONSULTANT or his representative shall at all reasonable time have access to the same. Before the issue of the final certificate to the CONTRACTOR he shall forthwith return to the OWNER/CONSULTANT all drawings and specifications.

11.5 The CONTRACTOR shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the drawings. Schedule of Quantities and Specification taken together with whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the CONTRACTOR finds any discrepancy in the drawings or between the drawings, Schedule of Quantities and Specifications, he shall immediately and in writing refer same to the OWNER/CONSULTANT who shall decide which is to be followed.

11.6 Authorities, notices and patents

- (a) The CONTRACTOR shall conform to the provision of any Act of the Legislature relating to the work, and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected and shall before making any variations from the Drawing or Specifications that may be necessitated by so conforming to the or OWNER/CONSULTANT written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the CONTRACTOR shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations or bye-laws in question, and any variation so necessitated shall be dealt with under Clause 11.14 thereof.
- (b) The CONTRACTOR shall bring to the attention of the OWNER/CONSULTANT all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works, and lodge the receipts with the or OWNER/CONSULTANT.
- (c) The CONTRACTOR shall indemnify the OWNER/CONSULTANT against all claims in respect of patent rights, and shall defend all actions arising from such claims, and shall himself pay all royalties, licence fees, damages cost and charges of all and every sort that may be legally incurred in respect thereof.

11.7 Setting out of works

The CONTRACTOR shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the CONTRACTOR shall, if so required, at his own expense rectify such error to the satisfaction of the or OWNER/CONSULTANT.



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11.8 Materials and workmanship to conform to descriptions

All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the 's instructions, and the CONTRACTOR shall upon the request of the or OWNER/CONSULTANT furnish him with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The CONTRACTOR shall at his own cost arrange for and/or carry out any test of any materials which the OWNER/CONSULTANT may require.

11.9 CONTRACTOR's superintendence and representative on the works

The CONTRACTOR shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the OWNER/CONSULTANT may consider necessary until the expiry of the "Defects Liability Period" stated in the appendix hereto. The CONTRACTOR shall also during the whole time the works are in progress employ a competent, qualified and experienced Engineer who shall be constantly in attendance at the works while the men are at work. Any directions, explanations, instructions or notices given by the OWNER/CONSULTANT to such representative shall be held to be given to the CONTRACTOR.

11.10 Dismissal of workmen

The CONTRACTOR shall on request of the OWNER/CONSULTANT immediately dismiss from the works any person employed thereon by him who may, in the opinion of the OWNER/CONSULTANT, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the or OWNER/CONSULTANT.

11.11 Access to works

The OWNER/CONSULTANT and their respective representative shall at all reasonable times have free access to the work and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the CONTRACTOR shall give every facility to the OWNER/CONSULTANT and their representatives necessary for inspections and examination and test of the materials and workmanship. Only Persons authorized by the OWNER/CONSULTANT except the representatives of public authorities shall be allowed on the works at any time.

11.12 Inspection of Works

Any representative of the or OWNER/CONSULTANT shall have power to give notice to the CONTRACTOR or to his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the or OWNER/CONSULTANT is obtained. The work will from time to time be examined by the OWNER/CONSULTANT. But such examination shall not in any way exonerate the CONTRACTOR from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed. Subject to the limitation of this clause, the CONTRACTOR shall take instructions only from the OWNER/CONSULTANT.

11.13 Assignment and subrogation



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The whole of the works included in the contract shall be executed by the CONTRACTOR and the CONTRACTOR shall not subrogate any work or any part/share thereof or any interest therein without informing in writing to the OWNER/CONSULTANT. OWNER/CONSULTANT reserves the right to reject/disapprove such subrogation if the performance of the Sub-CONTRACTOR is found to be not satisfactory by the OWNER/CONSULTANT. Notwithstanding the above, CONTRACTOR shall take the full and entire responsibility of the Contract and active superintendence of the works during the progress.

11.14 Alterations, additions, omissions etc.

No alterations, omission or variation shall vitiate this Contract but in case the OWNER/CONSULTANT thinks proper at any time during the progress of the works to make any alterations in, or additions to, or omissions from, the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof under his hand to the CONTRACTOR. The CONTRACTOR shall alter, add to, or omit from, as the case may be in accordance with such notice, but the CONTRACTOR shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulation, specification or contract drawings without the prior consent in writing of the and the value of such extras, alterations, additions or omissions shall in all cases be determined by the with the prior approval in writing of the OWNER/CONSULTANT in accordance with the provisions of contract thereof, and the same shall be added to or deducted from the Contract Amount, as the case may be.

11.15 Schedule of Quantities

- (a) The Schedule of Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the standard method of measurement.
- (b) Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this contract but shall be rectified and the value thereof, as ascertained in tender thereof, shall be added to, or deducted, from the Contract Amount (as the case may be) provided that no rectification or errors, if any, shall be allowed in the CONTRACTOR's Schedule of Rates.

11.16 Sufficiency of Schedule of Quantities

The CONTRACTOR shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or Schedule of Rates and prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.

11.17 Measurement of Works

- (a) The CONSULTANT may from time to time intimate to the CONTRACTOR and the OWNER that he requires the works to be measured and the CONTRACTOR shall forthwith attend or send a qualified engineer to assist the CONSULTANT in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.



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- (b) Should the CONTRACTOR not attend or neglect or omit to send such engineer then the measurement taken by the person approved by him shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications.
- (c) The CONTRACTOR or his engineer may at the time of measurement take such notes and measurements as he may require.
- (d) Any claim, which the CONTRACTOR may have to make in respect of such measurement, shall be made by him in writing to the ENGINEER/ within seven days of date of these measurements, failing which the measurement shall be deemed to have been accepted by the CONTRACTOR.
- (e) All authorized extra works, omissions and all variations made without the knowledge, but subsequently sanctioned by him in writing (with the prior approval in writing of the OWNER/CONSULTANT) shall be included in such measurements.

11.18 Prices for extras etc. ascertainment of

- (a) The CONTRACTOR may, when authorized, and shall, when directed, in writing by the/with the approval of the OWNER/CONSULTANT add to, omit from or vary the works shown upon the drawings or described in the specification, or included in the Schedule of Quantities, but the CONTRACTOR shall make no addition, omission or variation without such authorisation or direction. A verbal authority or direction by the OWNER/CONSULTANT shall, if confirmed by them in writing within seven days, be deemed to have been given in writing.
- (b) No claim for an extra shall be allowed unless it shall have been executed under provisions tender thereof or by the OWNER/CONSULTANT as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions :
 - (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.
 - (ii) Rates for all items, wherever possible, should be derived out of the rates given in the Priced Bill of Quantities.
- (c) The net prices of the original tender shall determine the value of the items omitted /provided, if omissions vary the conditions under which any remaining items of works are carried out the prices for the same shall be valued under sub-clause (d) thereof.
- (d) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative to the amount of the whole of the contract works or to any part thereof shall be such that in the opinion of the or OWNER/CONSULTANT the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the CONTRACTOR or is by reason of such omission or addition rendered unreasonable



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or inapplicable, the shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the OWNER/CONSULTANT.

- (e) Where extra work cannot be properly measured or valued, the CONTRACTOR shall be allowed day work prices as the net rates stated in the tender of the Priced Schedule of Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district, provided that in either case, vouchers specifying the daily time (and if required by the or OWNER/CONSULTANT, the workman's name) and materials employed be delivered for verification to the or OWNER/CONSULTANT or his representative at or before the end of the week following that in which the work has been executed.
- (f) It is further clarified that for all such authorized **extra items** where rates cannot be derived from tender, **the CONTRACTORS shall submit rates supported by rate analysis worked on the "actual cost basis" plus 15%** towards establishment charges, CONTRACTOR's overhead and profit with documentary evidences such as purchase invoice etc.
- (g) The measurement and valuation in respect of the Contract shall be completed within the "Period of Final Measurement" stated in the Appendix or if not stated then within One month of the completion of the Contract works.
- (h) A variation order for additional items/non-tender/quantity variations of BOQ shall issue by the OWNER/CONSULTANT for claiming in the bills by contractor. Contractor shall submit the requisition with all the necessary documents for the same.

11.19 Unfixed materials when taken into account to be the property of the OWNER/CONSULTANT

Where in any Certificate (of which the CONTRACTOR has received payment), the OWNER/CONSULTANT has included the value of any unfixed materials intended for and/or placed on or adjacent to the works such materials shall become the property of the OWNER/CONSULTANT and they shall not be removed except for use upon the works, without the written authority of OWNER/CONSULTANT. The CONTRACTOR shall be liable for any loss of or damage to, such materials.

11.20 Removal of improper work

The OWNER/CONSULTANT shall, during the progress of works, have power to order in writing from time to time the removal from, the works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the OWNER/CONSULTANT are not in accordance with the specifications or instructions of the OWNER/CONSULTANT. The substitution of proper materials, and the removal and proper re-execution of any work executed with materials and workmanship not in accordance with the drawings and specifications or instructions, and the CONTRACTOR shall forthwith carry out such order, the OWNER/CONSULTANT shall have the power to employ and pay other persons to carry out the same, and all expenses consequent thereon, or incidental thereto, as certified by the or OWNER/CONSULTANT shall be borne by the CONTRACTOR, or may



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be deducted by the OWNER/CONSULTANT from any money due, or that may become due to the CONTRACTOR.

11.21 Defects after virtual completion

Any defect, shrinkage, settlement or other faults which may appear within the “Defects Liability Period” stated in the Appendix hereto or, if none stated, then within twelve months after the virtual completion of the works, arising in the opinion of the or OWNER/CONSULTANT from materials or workmanship not in accordance with the contract, shall upon the directions in writing of OWNER/CONSULTANT and within such reasonable times as shall be specified therein, be amended and made good by the CONTRACTOR, at his own cost and in case of default the OWNER/CONSULTANT may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the CONTRACTOR and such damage, loss, expenses shall be recoverable from him by the OWNER/CONSULTANT or may be deducted by the OWNER/CONSULTANT, upon the 's Certificate in writing, from any money due or may become due to the CONTRACTOR, or the OWNER/CONSULTANT may in lieu of such amending and making good by the CONTRACTOR deduct from any money due to the CONTRACTOR, a sum, to be determined by the or OWNER/CONSULTANT equivalent to the cost of amending such work and in the event of the amount retained thereof being insufficient, recover the balance from the CONTRACTOR, together with any expenses the OWNER/CONSULTANT may have incurred in connection therewith. Should any defective work have been done or material supplied by any sub-CONTRACTOR employed on the works who has been nominated or approved by the OWNER/CONSULTANT thereof, the CONTRACTOR shall be liable to make good in the same manner as if such work or material had been done or supplied by the CONTRACTOR and been subject to the provisions of contract. The CONTRACTOR shall remain liable under the provisions of this contract Clause notwithstanding the signing of any certificate or the passing of any accounts, by the OWNER/CONSULTANT.

11.22 Certificate of Virtual Completion and Defects Liability Period

The works shall not be considered as completed until the OWNER/CONSULTANT has certified in writing that they have been virtually completed. The Defects Liability Period shall commence from the date of issue of such certificate. **Such certificates shall be issued after the submission of AS-BUILT DRAWINGS (3 sets hard copies and 1 set soft copy each in Auto cad & pdf) by the contractor for civil, plumbing electrical and other services works etc. complete.**

11.23 Nominated SUB -CONTRACTORS

- (a) It may submitted after award of contract. Awarded bidder has to submit the list of sub-contractors who should have licenses from concerned government departments before start of work.
- (b) All Specialists, Merchants, Tradesman and other executing any work of supplying and fixing any goods for which prime cost prices or provisional sums are included



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in the Schedule of Quantities and/or Specifications who may be nominated or selected by the are hereby declared to be SUB-CONTRACTORS employed by the CONTRACTOR and are herein referred to as nominated SUB -CONTRACTORS.

- (c) No nominated SUB -CONTRACTOR shall be employed by the CONTRACTOR in connection with this work unless he complies with the following conditions:-
- (i) That the nominated SUB -CONTRACTOR shall indemnify the CONTRACTOR against the same obligation in respect of the Sub-Contract as the CONTRACTOR is under in respect of this contract.
 - (ii) That the nominated SUB -CONTRACTOR shall indemnify the CONTRACTOR against claims in respect of any negligence by the SUB -CONTRACTOR, his personnel or engineer or any misuse by him or them of any scaffolding or other plant, the property of the CONTRACTOR or under any Workmen's Compensation Act in force.
 - (iii) Payment shall be made to the nominated SUB -CONTRACTOR within fourteen days of his receipt of the OWNER/CONSULTANT's/s Certificate provided that before any certificate is issued the CONTRACTOR shall upon request furnish to the OWNER/CONSULTANT proof that all nominated SUB -CONTRACTOR's accounts included in previous Certificates have been duly discharged, the default whereof the OWNER/CONSULTANT may pay the same upon a Certificate of the and deduct the amount thereof from any sum due to the CONTRACTOR. The exercise of this power shall not create brevity of contract as between OWNER/CONSULTANT and SUB -CONTRACTOR.

11.24 Other persons employed by OWNER/CONSULTANT

The OWNER/CONSULTANT reserves the right to use premises and any portions of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons and the CONTRACTOR shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant of material for the execution of such work except by special arrangement with the OWNER/CONSULTANT. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the CONTRACTOR shall not be responsible for any damage or delay which may happen to or occasioned by such work.

11.25 Insurance in respect of damages to persons and property

- (a) The CONTRACTOR shall be responsible for all injury or damage to persons, animals or things and for all damage to property which may arise from any factor omission on the part of the CONTRACTOR or any SUB- CONTRACTOR or any nominated SUB -CONTRACTOR or any of their employees. The liability under this clause shall cover also inter-alia any damage to structures, whether immediately adjacent to the works or otherwise, any damage to roads, streets, footpaths, bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The CONTRACTOR shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this contract due to rain, wind, frost or other inclemency of weather. The CONTRACTOR



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shall indemnify and keep indemnified the OWNER/CONSULTANT and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims. The CONTRACTOR shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the OWNER/CONSULTANT, an All Risks Policy for Insurance for the full amount of the contract including earth quake risk in the joint names of the OWNER/CONSULTANT and the CONTRACTOR (the name of the former being placed first in the policy) against all risks as per the standard all risk policy for CONTRACTORS and deposit such policy or policies with the OWNER/CONSULTANT before commencing the works.

- (b) The CONTRACTOR shall reinstate all damage of every sort mentioned in this clause so as to do delivery of the whole of the works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to property or third parties.
- (c) The CONTRACTOR shall also indemnify and keep indemnified the OWNER/CONSULTANT against all claims which may be made against the OWNER/CONSULTANT by any person in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the virtual completion of the contract, with an Insurance Company approved by the OWNER/CONSULTANT a policy of Insurance in the joint names of the OWNER/CONSULTANT and the CONTRACTOR (name of the former being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works.
- (d) The minimum limit of the coverage under the policy shall be Rs.1 Lakhs per person for any one accident or occurrence and Rs.3 Lakhs in respect of damage to property for any one accident or occurrence. The CONTRACTOR shall also indemnify the OWNER/CONSULTANT against all claims which may be made upon the OWNER/CONSULTANT, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the CONTRACTOR or SUB -CONTRACTOR and shall be at his own expense, effect and maintain until the Virtual Completion of the Contract with an Insurance Company approved by the OWNER/CONSULTANT a policy of Insurance against such risks and deposit such policy or policies with the OWNER/CONSULTANT from time to time during the currency of this contract.
- (e) In default of the CONTRACTOR insuring as provided above, the OWNER/CONSULTANT may so insure and may deduct the premiums paid from any money due or which may become due to the CONTRACTOR.
- (f) The CONTRACTOR shall be responsible for any liability which may not be covered by the insurance policies referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the



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reasons due to which the damage shall have been caused.

- (g) The CONTRACTOR shall also indemnify and keep indemnified the OWNER/CONSULTANT against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damage or compensation arising there from.
- (h) Without prejudice to the other rights of the OWNER/CONSULTANT against CONTRACTORS in respect of such default, the OWNER/CONSULTANT shall be entitled to deduct from any sums payable to the CONTRACTOR the amount of any damages, compensation costs, charges and other expenses paid by the OWNER/CONSULTANT and which are payable by the CONTRACTOR under this clause.
- (i) The CONTRACTOR shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid to the CONTRACTOR and the CONTRACTOR shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.
- (j) The CONTRACTOR, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the OWNER/CONSULTANT may deem fit, but shall, however, not be entitled to reimbursement by the OWNER/CONSULTANT of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.
- (k) Without prejudice to his liability under this clause, the CONTRACTOR shall also cause all nominated SUB -CONTRACTORS to effect, for their respective portions of the works similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the OWNER/CONSULTANT such policies. The CONTRACTOR shall not permit a nominated SUB -CONTRACTOR to commence work at the site unless said insurance policies are submitted. In the event of failure, of the SUB -CONTRACTOR to take out such policy or policies of insurance before commencing the works at the site, the CONTRACTOR shall be responsible for any claim or damage attributable to the said SUB -CONTRACTOR.

11.26 Date of commencement and completion

The CONTRACTOR shall be allowed admittance to the site on the “Date of Commencement” stated in the Appendix hereto, or such later date as may be specified by the or OWNER/CONSULTANT and he shall thereupon and forthwith begin the work and shall regularly proceed with and complete the same (except such painting or other decorative work as the or OWNER/CONSULTANT may desire to delay) on or before the “Date of Completion” stated in the Appendix subject nevertheless to the provision for extension of time hereinafter contained.

11.27 Damage for non-completion



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If the CONTRACTOR fails to complete the works by 12 months or within any extended time thereof and the OWNER/CONSULTANT certifies in writing that in his opinion the same ought reasonably to have been completed the CONTRACTOR shall pay the OWNER the sum, the **“Liquidated Damages”** for the period during which the said Works so remain incomplete **@ 0.5% of the delayed value of the delayed work shall be levied per week delay or part thereof, subject to a maximum of 10% of total value of works completed / final bill value** and the OWNER/CONSULTANT may deduct such damages from any money due from the CONTRACTOR.

11.28 Delay and Extension of Time

If in the opinion of the OWNER/CONSULTANT, the works be delayed

- (a) by force majeure or
- (b) by reason of any exceptionally inclement weather or
- (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring OWNER/CONSULTANTS or public authorities arising otherwise than through the CONTRACTOR's own fault or
- (d) by the works or delays of other CONTRACTORS or Tradesmen engaged or nominated by the OWNER/CONSULTANT or the and not referred to in the Schedule of Quantities and/or Specification or
- (e) by reason of 's instruction hereof or
- (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or
- (g) in consequence of the CONTRACTOR not having received in due time necessary instructions from the or OWNER/CONSULTANT for which he shall have specifically applied in writing or
- (h) from other causes which the or OWNER/CONSULTANT may certify as beyond the control of CONTRACTOR or
- (i) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation,

The CONSULTANT may with previous approval in writing of the OWNER/CONSULTANT, make a fair and reasonable extension of time for completion of the contract works. In case of such strike or lock-out, the CONTRACTOR shall immediately give written notice thereof to the or OWNER/CONSULTANT but the CONTRACTOR shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the or OWNER/CONSULTANT to proceed with work.

If the CONTRACTOR needs an extension of time for the completion of the work or if the completion of work gets delayed for any reason beyond the due date of completion stipulated in the contract, the CONTRACTOR shall apply to the OWNER/CONSULTANT for extension of time in writing at least 7 days before the expiry of the scheduled time and while applying for extension of time CONTRACTOR shall furnish the reasons in detail and his justification, if any, for delays. Only that period of extension of time as granted by the OWNER/CONSULTANT (on receipt of the application from the CONTRACTOR or even in



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absence of any such application) will qualify for exemption of imposition of liquidated damages. For the balance period in excess of original stipulated period and authorized extension of time granted by the OWNER/CONSULTANT, the provision of liquidated damages as stated in tender will become applicable.

Further the contract shall remain in force even for the period beyond the due date of completion irrespective whether the CONTRACTOR has applied or not, for the grant of extension of time for completion unless the OWNER/CONSULTANT decides to terminate the contract.

The delay for completion of work for any reason will not entail any right to the CONTRACTOR to claim any revision of rates or any extra compensation for any reason.

11.29 Failure by CONTRACTOR to comply with 's Instructions

If the CONTRACTOR after receipt of written notice from the requiring compliance within ten days, fails to comply with such further drawings and instructions, the OWNER/CONSULTANT may employ and pay other persons to execute any such work whatsoever, that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the CONTRACTOR by the OWNER/CONSULTANT on the Certificate as a debit or may be deducted by him from any money due to the CONTRACTOR.

11.30 Termination of Contract by the OWNER/CONSULTANT

- (a) If the CONTRACTOR being an individual or a firm commits any “Act of insolvency”, or shall be adjudged an Insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the or OWNER/CONSULTANT that he is able to carry out and fulfil the contract and to give security therefore, if so required by the or OWNER/CONSULTANT; OR
- (b) If the CONTRACTOR (when and individual, firm or Incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the CONTRACTOR ;OR
- (c) shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors or the CONTRACTOR ;OR
- (d) shall assign or sublet this Contract without the consent in writing of the OWNER/CONSULTANT first hand and obtained ;OR
- (e) shall charge-off encumber this Contract or any payments due or which may become due to the CONTRACTOR hereunder ;OR
- (f) if the shall clarify in writing to the OWNER/CONSULTANT that the CONTRACTOR,
 - (i) has abandoned the Contract ;or
 - (ii) has failed to commence the works, or has without any lawful excuse under these Conditions suspended the progress of the works for fourteen days after



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receiving from the or OWNER/CONSULTANT notice to proceed ;or

- (iii) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon ; or
- (iv) has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the or OWNER/CONSULTANT written notice that the said Materials or work were condemned and rejected by the or OWNER/CONSULTANT under these conditions; or
- (v) has neglected or failed persistently to observe and perform all or any of the acts, matters of things by this contract to be observed and performed by the CONTRACTOR for seven days after written notice, shall have been given to the CONTRACTOR requiring the CONTRACTOR to observe or perform the same.

Then and in any of the said events the OWNER/CONSULTANT may, notwithstanding any previous waiver, after giving seven days' notice in writing to the CONTRACTOR, determine the Contract, but without thereby affecting the powers of the OWNER/CONSULTANT or the obligations and liabilities of the CONTRACTOR, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the work subsequently executed had been executed by or on behalf of the CONTRACTOR. And further, the OWNER/CONSULTANT by his Engineers may enter upon and take possession of the works and all plants, tools, scaffoldings, sheds, machinery steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own personnel in carrying on and completing the works or by employing any other contractor or other person or persons to complete the works, and the CONTRACTOR shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the or OWNER/CONSULTANT shall give a notice in writing to the CONTRACTOR to remove his surplus materials and plant, and should the CONTRACTOR fail to do so within a period of fourteen days after receipt of thereof by him, the OWNER/CONSULTANT may sell the same by public auction, and give credit to the CONTRACTOR for the net amount realised. The shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the OWNER/CONSULTANT and expense or loss which the OWNER/CONSULTANT shall have been put to in procuring the works to be completed and the amount, if any, owing to the CONTRACTOR and the amount which shall be so certified shall thereupon be paid by the OWNER/CONSULTANT to the CONTRACTOR or by the CONTRACTOR to the OWNER/CONSULTANT, as the case may be, and the Certificate of the shall be final and conclusive between the parties.

11.31 Termination of Contracts by CONTRACTOR

- (a) If the payment of the amount payable by the OWNER/CONSULTANT under



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Certificate of the OWNER/CONSULTANT shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the CONTRACTOR to the OWNER/CONSULTANT, or if the OWNER/CONSULTANT interferes with or obstructs the issue of any such Certificate, or if the OWNER/CONSULTANT shall repudiate the Contract, or if the works be stopped for three months under the order of the or the OWNER/CONSULTANT or by any injunction or other order of any court of Law, then and in any of the cases the CONTRACTOR shall be at liberty to determine the Contract by notice in writing to the OWNER/CONSULTANT, through the and he shall be entitled to recover from the OWNER/CONSULTANT, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

- (b) In arriving at the amount of such payment the net rates contained in the CONTRACTOR's original tender shall be followed or where the same may not apply, valuation shall be made in accordance with Clause 11.18 hereof.

11.32 Certificate of payments

- (a) The CONTRACTOR shall be paid by the OWNER/CONSULTANT from time to time by instalments under Interim Certificates to be issued by the to the CONTRACTOR on account of the works executed when in the opinion of the , work to the approximate value named in the Appendix as "Value of Work for Interim Certificates" (or less at the reasonable discretion of the or OWNER/CONSULTANT) has been executed in accordance with this contract, subject, The CONSULTANT may in his discretion include the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the CONTRACTOR for use in the works. And when the works have been virtually completed and the OWNER/CONSULTANT shall have certified in writing that they have been completed, the CONTRACTOR shall be paid by the OWNER/CONSULTANT in accordance with the Certificate to be issued by the OWNER/CONSULTANT the sum of money named in the Appendix as "Instalment after Virtual Completion". The issue by the of any Certificate during the progress of the works or after their completion shall not relieve the CONTRACTOR from his liability nor relieve the CONTRACTOR of his liability in case of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt with in the certificate, and in case of all defect and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the Contract neither will the CONTRACTOR have a claim for any amounts which the might have certified in any interim bill and paid by the OWNER/CONSULTANT and which might subsequently be discovered as not payable and in this respect the OWNER/CONSULTANT's decision shall be final and binding.
- (b) The OWNER/CONSULTANT shall have power to withhold any certificate if the works or any parts thereof are not being carried out to his satisfaction.
- (c) The OWNER/CONSULTANT may by any Certificate make any correction in any BNPM/NCB/CISF INFRA /389/2025-26 dated 26.11.2025 VOL-1 Page 73 of 128



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previous certificate which shall have been issued by him.

(d) No payment shall be made to the CONTRACTOR if the CONTRACTOR fails to insure the works and keep them insured till the issue of the Virtual Completion Certificate.

(e) Payments upon Certificate shall be made within the periods named in the Appendix as “Period for honour of Certificates” after such certificates has been delivered to the OWNER/CONSULTANT.

11.33 Matter to be finally determined by or OWNER/CONSULTANT

The decision, opinion, direction, certificate of payment with respect of to all or any of the matters hereof (which matters are herein referred to as excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction. Certificate of valuation of the or OWNER/CONSULTANT or any refusal of the or OWNER/CONSULTANT to give any of the same, shall be subject to the right of Arbitration and review thereof in the same way in all respect (including the provisions as to opening the reference) as if it were a decision of the or OWNER/CONSULTANT.

11.34 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 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 / Mysore and it shall be conducted in English language.

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

11.35 OWNER/CONSULTANT entitled to recover compensations paid to workman If, for any reason, the OWNER/CONSULTANT is obliged by virtue of the provisions of the Workmen’s Compensation Act, 1923, or any statutory modification or re-enactment thereof to pay compensation to a workman employed by the CONTRACTOR in execution of the works, the OWNER/CONSULTANT shall be entitled to recover from the CONTRACTOR the amount of compensation so paid and without prejudice to the rights of the OWNER/CONSULTANT under the said Act. The OWNER/CONSULTANT shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the OWNER/CONSULTANT to the CONTRACTOR under this Contract or otherwise. The OWNER/CONSULTANT shall not be bound to contest any claim made against it under the said Act, except on the written request of the CONTRACTOR and upon his giving to the OWNER/CONSULTANT full security to the satisfaction of the
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OWNER/CONSULTANT for all costs for which the OWNER/CONSULTANT might become liable in consequence of contesting such claim.

11.36 Abandonment of works

If at any time after the acceptance of the tender, the OWNER/CONSULTANT shall for any reasons whatsoever not require the whole or any part of the work to be carried out, the OWNER/CONSULTANT shall before commencement of such part of the work give notice in writing to the CONTRACTOR who shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.

11.37 Return of surplus materials

Notwithstanding anything to the contrary contained in any or all the clause of this Contract, where any material for the execution of the Contract is procured with the assistance of the OWNER/CONSULTANT by purchases made under orders or permits or licenses issued by Government, the CONTRACTOR shall hold the said Materials economically and solely for the purpose of the Contract and not dispose them without the prior written permission of the OWNER/CONSULTANT and return it to the OWNER/CONSULTANT, if required by the OWNER/CONSULTANT, at the price to be determined by the having due regard to the condition of the materials, the price to be determined not to exceed the purchase price thereof inclusive of GST and other such levies paid by CONTRACTOR in respect thereof. In the event of breach of the aforesaid condition, the CONTRACTOR shall, in addition to being liable to action for contravention of the terms of licenses or permit and or criminal breach of trust, be liable to OWNER/CONSULTANT for all moneys, advantages or profits resulting or which in the usual course would have resulted by reason of such breach.

11.38 Right of OWNER/CONSULTANT to terminate contract in the event of death of CONTRACTOR if individual, without prejudice to any of the rights or remedies under this contract, if the CONTRACTOR, being an individual, dies, the OWNER/CONSULTANT shall have the option of termination of the contract without incurring any liability for such termination.

11.39 Marginal Notes

The Marginal Notes and in the catch liens hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents. The CONTRACTOR will have to carry out and complete the said work in every respect in accordance with this contract.

11.40 Confidentiality and Assurance

CONTRACTOR hereby assures that the entire information obtained during the executing of contract, shall be kept confidential and the CONTRACTOR and their personnel shall not divulge, convey, reveal, communicate or disclose to any other person / party / entity in whole or in part any information of confidential nature that may come to their knowledge without the written consent of the OWNER/CONSULTANT. CONTRACTOR hereby undertakes to maintain the secrecy, exclusivity and confidentiality of the high security



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currency printing/currency paper manufacturing environment of OWNER/CONSULTANT. However, Confidential Information shall not include any information which:

- (a) is developed by the CONTRACTOR independently of OWNER/CONSULTANT
- (b) is contained in a printed publication prior to the date of this Agreement
- (c) Is or becomes publicly known through no wrongful act or failure to act on the part of CONTRACTOR.
- (d) Is known by CONTRACTOR without any proprietary restrictions at the time of receipt of such Information from OWNER/CONSULTANT or becomes known to CONTRACTOR without proprietary restrictions from a source other than OWNER/CONSULTANT.

11.41 Heading Clause

The headings given to the sections, sub-sections, chapters, paragraphs and other sub-divisions herein are inserted only for convenience and are in no way to be construed as a part of this indenture of agreement or as a limitation of the scope of the particular sections, sub-sections, chapters, paragraphs and other sub-divisions to which the headings refer.

11.42 Continuing Obligation :Survival

Notwithstanding anything to contrary contained in this indenture or any related document, termination or expiration of this agreement for any reason shall not relieve either party of its obligation with respect to the confidentiality and assurance information, shall not relieve either party from any obligation that expressly or by implication survives termination, and termination, expiration or cancellation of these terms.

12. SITE ENGINEER or SUPERVISOR AND SITE ORDER BOOK:

The Contractor shall himself engage an authorized all time Site Engineer or Supervisor on the work capable of managing and guiding the work and understanding the specifications and contract conditions. A qualified and experienced Engineer/Supervisor shall be provided by the Contractor for technical matters. Site Engineer or Supervisor will take orders as will be given by the Engineer-in- Charge or his representative and shall be responsible for carrying them out. Site Engineer or Supervisor shall not be changed without prior intimation of the Engineer-in-Charge and his representative on the work site. The Engineer-in-Charge have the unquestionable right to ask for changes in the quality and strength of supervisory staff of Contractor and to order removal from work of any of such staff. The Contractor shall comply with such order and effect replacements of the satisfaction of the Engineer-in-Charge. A Site Order Book shall be maintained on site and it shall be the property of BNPM and the Contractor shall promptly sign orders given therein by the Engineer-in-Charge or his representative and his superior officer, and comply with them. BNPM shall reserve the right to reject any materials if it is found not in conformity with specification and terms and conditions of the order in all respect. The materials should be as per specification.

13. Mode of Measurements:

Mode of measurements for all items of work shall be as per IS 1200 - Method of Measurement for Building and Civil Engineering Work.



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COMPUTERIZED MEASUREMENT BOOK

- a. BNPM/ CONSULTANT shall, ascertain and determine by measurement the value of work done in accordance with the contract. All measurements as per the stage payments having financial value shall be entered by the Contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the stages of works performed under the contract.
- b. All such measurements recorded by the Contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the Contractor from the BNPM/Engineer-in- Charge or his authorized representative as per interval or program fixed in consultation with BNPM/CONSULTANT Engineer-in-Charge.
- c. The final, fair, computerized measurement book given by the Contractor, duly bound, with its page's machine numbered, should be 100% correct. No cutting or over-writing in the measurements would thereafter be allowed. The Contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements by BNPM/ CONSULTANT Engineer-in- Charge.
- d. Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the contract notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom.
- e. BNPM/ CONSULTANT Engineer-in-Charge may cause either themselves or through another officer of the department to check the measurements recorded by the Contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.
- f. It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the Contractor from liabilities from any over measurement or defects noticed till completion of the defect's liability period.
- g. Compliance to Statutory payment: No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESI, Welfare Board, whatever applicable are submitted by the Contractor to BNPM/ CONSULTANT /Engineer-in-Charge.
 - h. The Contractor shall at his cost submit the samples of materials to be tested or analyzed. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.
- i. The Contractor shall, at his cost, make all arrangements and shall provide all facilities as the BNPM/ CONSULTANT /Engineer-in-Charge may require for collecting and preparing the required number of samples for such tests at such time and to such place or places as may be directed by BNPM/ CONSULTANT /Engineer-in- Charge and bear all charges including testing charges.



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14. HINDRANCE REGISTER:

In order to have a record of hindrances in the progress of work, which may result in delays and consequent claims for extension of time, a Hindrance Register shall be maintained at the construction site. The details of the hindrances with time period shall be recorded by the BNPM/CONSULTANT Officer therein as and when these occur and all recordings shall be signed jointly by the BNPM/CONSULTANT Officer and the Contractor's representative. While considering the Contractor's request for extension of time for completion of work, this register shall be referred to. BNPM/CONSULTANT shall maintain such register and same should be in the custody of the BNPM/CONSULTANT. Genuine and acceptable hindrances to their work recorded in this register will only be considered for extension of time.

15. ADDITIONAL TERMS & CONDITIONS

15.1 General

- 15.1.1 This shall be read in conjunction with the General Conditions of Contract, SCC, Technical specifications, list of requirements, drawings and any other documents forming part of this contract wherever the context so requires.
- 15.1.2 Notwithstanding the sub-divisions of the document into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 15.1.3 Wherever it is stated anywhere in this tender document that such and such supply is to be effected or such and such work is to be carried out, it shall be understood that the same shall be effected / carried out by the CONTRACTOR at his own cost, unless a different intention is specifically stated.
- 15.1.4 Unless specified in Engineering Specifications, the materials and workmanship shall satisfy the relevant CPWD/KPWD specifications, Specifications of Indian Standards, the job specifications contained herein and codes referred to. Where the Engineering Specification stipulate requirements in addition to those contained in the standard codes and specification, these additional; requirements shall also be satisfied. In the absence of any standard/ specifications covering any part of the work covered in this Tender, the specifications to be followed shall be the latest CPWD Specification applicable in this region and instructions/ directions of OWNER/CONSULTANT will be binding to the CONTRACTOR.
- 15.1.5 The items given in Schedule of Rates shall be read in conjunction with materials and job specifications and in case of any irreconcilable conflict between them, the provisions in the item under Schedule of Rates will override the corresponding provisions only of the material and job specifications, which cannot be reconciled. In such cases, the decisions of the OWNER/CONSULTANT shall be final and binding on the CONTRACTOR.
- 15.1.6 In case of contradiction between General Conditions of Contract, Special Conditions of Contract, Technical specification, list of requirements, Drawings, Schedule of Rates, the following shall prevail in order of precedence:

(a) Detailed letter of intent along with statement and agreed variations and its



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enclosures.

- (b) Schedule of Price
- (c) Special Conditions of Contracts.
- (d) List of requirements
- (e) Technical Specifications
- (f) Drawings
- (g) General Conditions of contracts
- (h) others

15.2 SITE PARTICULARS

The intending Tenderer shall be deemed to have visited the site and familiarized themselves thoroughly with the site conditions before submitting the tender. Non familiarity with the site conditions will not be considered as reason either for extra claims or for not carrying out the work in strict conformity with the drawings and specifications. For site visit, the intending tenderer may contact the OWNER/CONSULTANT, and may inspect the geo technical data about the site which will be only for the information purpose.

15.3 INTERRUPTION OF SUPPLY OF WATER/ POWER

15.3.1 The CONTRACTOR shall not be entitled to any compensation for delay caused by interruptions or failure of water/power supply. In Such case, **the CONTRACTOR shall arrange water and Power for construction works at his own cost.**

15.3.2 All electrical works shall be carried out under the supervision of a licensed Electrician/firms. The electrical connections carried out by the CONTRACTOR shall meet the statutory requirements. Changes, if any, as incorporated in the statutory rules and regulations from time to time shall be applicable to the electrical connection done by the CONTRACTOR. The following conditions shall also be fulfilled;

- (a) All the equipment's/ distribution boxes should have double earthing from the nearest earth pits or from the board earth bus.
- (b) All electrical connections have to be done by a competent licensed Electrician with valid license (HT/LT) and to the satisfaction of the OWNER/CONSULTANT.
- (c) During working hours (including over time) one licensed competent Electrician shall be available at site to attend to the normal jobs/ emergency jobs.
- (d) All switch boards/ welding machines shall be kept inside covered sheds to protect them from rain. No inflammable materials shall be used for constructing the covered sheds.
- (e) All electrical equipment's shall be switched off after the job, every day by the CONTRACTOR's authorized Electrician.
- (f) Only metallic distribution boxes with double earthing shall be used at the site. Wooden boxes shall not be allowed.
- (g) Supply for lighting/ grinding shall be taken only using 3 pin plug/ socket connectors with inter locking arrangements. Two pin plugs shall not be allowed.
- (h) CONTRACTOR shall submit in time the required forms like schemes, completion report etc., as specified by OWNER/CONSULTANT.
- (i) No looping of Electrical supply is allowed.



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(j) For all three phase supplies, only armoured aluminium cables of suitable sizes or flexible copper cables of 4x6 sq. mm and above shall be allowed.

(k) No loose wiring/unauthorised connection is allowed

15.3.3 The site work shall commence immediately from the date of Letter of Intent issued for the job.

15.3.4 Weekly construction programme will be drawn up by the OWNER/CONSULTANT jointly with the CONTRACTOR based on availability of materials, work fronts and the joint programme of execution as referred to above. The CONTRACTOR shall scrupulously adhere to the Targets/ Programme by deploying adequate personnel, construction equipment, tools and tackles and also by timely supply or required materials coming within his/her scope of supply as per Contract. In all matters concerning the extent of targets set out in the monthly/ weekly programme and the degree of achievement, the decision of OWNER/CONSULTANT will be final and binding on the CONTRACTOR.

15.4 SUPERVISION OF WORK

15.4.1 The CONTRACTOR is bound to deploy sufficient number of experienced engineers and supervisors (Technical & General) for the execution of the work.

15.4.2 The CONTRACTOR shall follow standardised checklists provided by OWNER/CONSULTANT for systematic job verification of In-process inspection reports and material inspection reports etc. for each and every activities of construction works.

15.4.3 Sufficient numbers of qualified and experienced graduate civil engineers or civil Diploma holder in the relevant field of work awarded shall be made available at site from commencement till completion of the job and settlement of final bill. The number of Diploma holders/ graduates engineer will be decided by the OWNER/CONSULTANT based on the volume and nature of work. The decision of OWNER/CONSULTANT will be binding and final in this regard.

1. One project in charge – Min 20 years experience, BE
2. Two experienced engineers – Min 15 years experience, BE
3. Three to Five Site Supervisors – Min 8-10 years experience, Diploma/BE
4. One Billing engineer- Min 12-15 years experience, Diploma or BE
5. One Planning engineer- Min 8-10 years experience, BE
6. One qualified safety officer- Min 8-10 years experience. Certified from recognised institute
7. One store keeper.

15.5 UNDERGROUND PIPELINES/ CABLES/ ELECTRIC TOWERS

Underground pipelines and its coverings/ cables/ electric towers should not be damaged or dislocated while doing earthwork excavation, P.C.C., R.C.C. etc. repairing charges and loss incurred for the damages will be deducted from running account bills of CONTRACTOR. CONTRACTOR has to provide temporary supports, if required, to underground pipelines/ cables/ towers without any extra rates. Works below underground pipelines/ cables shall be done with the available gap between pipelines/ cables. Works near electric towers are to be carried out safely to avoid any accidents due to electric shock.



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15.6 DAILY LABOUR REPORT AND PROGRESS REPORT

The CONTRACTOR should submit daily labour report indicating the details of the contract labour engaged for the day to the OWNER/CONSULTANT. Further, the CONTRACTOR should submit weekly progress report showing the actual quantum of work done at site against the programmed quantum, after finalizations of the schedule of the work in consultation with the or OWNER/CONSULTANT.

15.7 SUPPLY OF MATERIALS

15.7.1 The OWNER/CONSULTANT shall not supply any building material. The CONTRACTOR is required to procure all the material necessary for completion of all the construction activities under the scope of work and shall arrange for testing of all construction materials from third party as instructed by OWNER/CONSULTANT.

15.7.2 CONTRACTOR shall at his cost make his own arrangements for the storage of their construction material at the work site as specified / directed.

15.7.3 Tests on Cement, steel and all other building materials shall be conducted as per the periodicity indicated in the respective IS Codes and Test Certificate shall be produced to the OWNER/CONSULTANT from time to time as required by the relevant Codes.

15.7.4 Test certificates of random samples of materials and construction work shall be furnished as directed by OWNER/CONSULTANTS from time to time.

15.8 It may become necessary to substitute reinforcement bars/steel sections as the diameters/sections shown on drawings are not available. All such substitutions shall be ascertained and listed by CONTRACTOR and shall obtain OWNER/CONSULTANT's approval in writing to all such substitutions, prior to utilizing them for the work. No extra claim shall be allowed in this account.

15.9 STORAGE OF MATERIALS AND CONSTRUCTIONS OF SITE SHED

(a) CONTRACTOR has to find a suitable place for the storage of all types of materials, working place and storing place for steel, cement, structural steel and for site. The same may be got approved through to meet the safety requirements. Rate shall include all leads and lift of materials to the site of construction. No claim will be entertained for any extra cost on this account. OWNER/CONSULTANT will not be responsible for any theft or damage. CONTRACTOR has to make his own security arrangements to protect the material from theft at his own cost.

(b) CONTRACTOR shall construct a Cement Godown at his own cost for storing the cement after obtaining the permission form the OWNER/CONSULTANT.

(c) Any excess materials/ construction equipment, tools etc. owned by the CONTRACTOR shall be removed periodically and the site should be left in spic and span condition after the completion of work.

(d) Contractor shall maintain a stock registers separately for all the construction materials and others etc. as instructed by OWNER/CONSULTANT.

15.10 INCOME TAX

(a) Tenderer are required to quote their Permanent Account Number (PAN)/GST in their Tenders or other relevant documents/ invoices.

(b) Income Tax at the prevailing rate shall be deducted (TDS) from the CONTRACTOR's BNPM/NCB/CISF INFRA /389/2025-26 dated 26.11.2025 VOL-1 Page **81** of **128**



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bills as per Indian Income Tax Act. A TDS certificate shall be issued by the OWNER/CONSULTANT to this effect.

15.11 CONSTRUCTION EQUIPMENT AND SITE ORGANISATIONS

15.11.1 Construction Equipment:

The CONTRACTOR shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy adequate equipment's and tools and tackles and augment the same as decided by the OWNER/CONSULTANT depending on the exigencies of the work so as to suit the construction schedule. No construction equipment shall be supplied by the OWNER/CONSULTANT. The decision of OWNER/CONSULTANT in this regard shall be final.

15.11.2 Site Organisations:

Subject to the provisions in the tender document and without prejudice to CONTRACTOR's liabilities and responsibilities to provide adequate and skilled personnel on the work, CONTRACTOR shall deploy site organization and augment the same as decided by the OWNER/CONSULTANT depending on the exigencies of work. The decision of OWNER/CONSULTANT in this regard shall be final.

15.11.3 The tenderer shall submit the details of minimum site organizations proposed by him, along with the tender document.

15.12 CO-ORDINATION WITH OTHER AGENCIES

Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the CONTRACTOR. Proper co-ordination with other agencies will be CONTRACTOR's responsibility. In case of any dispute, the decision of OWNER/CONSULTANT shall be final and binding on the CONTRACTOR.

15.13 ORDER OF WORKS

OWNER/CONSULTANT reserves the right to fix up priorities which will be conveyed by and the CONTRACTOR shall plan and execute work accordingly.

15.14 FRONTS FOR WORKS WHERE OTHER AGENCIES ARE INVOLVED

The work involved under this contract includes such works as have to be taken up and completed after other agencies on the job have completed their jobs. The CONTRACTOR will be required and bound to take up and complete such works as and when the fronts are available for the same and no claim of any sort whatsoever shall be admissible to the CONTRACTOR on this account. Only extension of time limit shall be admissible, if the availabilities of work fronts to the CONTRACTOR are delayed due to any reasons not attributable to the CONTRACTOR.

15.15 RESPONSIBILITY OF CONTRACTOR

(a) The CONTRACTOR shall be entirely responsible for executing the work covered under this Tender document in a safe, efficient and expeditious manner as per the time schedule, specifications, drawings and construction aids such as piling equipments, JCB/ poclain, mixer machine/ batching plant, arc welding sets, gas cutting sets, cranes, chain pulley blocks, transportation equipments, tools and tackles as well as teasing appliances such as test pumps, air compressors etc. and the necessary supervisory personnel, skilled, semi-skilled and unskilled labour shall

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be provided by the CONTRACTOR to achieve the monthly/weekly targets and the overall time schedule.

- (b) The CONTRACTOR shall ensure that local labour, unskilled as well as skilled to the extent possible and available from local resources, are preferentially employed on the work with special priority being given to the persons. For any infringement of this provisions, the OWNER/CONSULTANT shall be at liberty to rescind the contract without any liability to pay any compensation whatsoever to the CONTRACTOR.
- (c) It shall be entirely the CONTRACTOR's responsibility to provide, operate and maintain all necessary construction equipments, scaffoldings and safety gadgets, cranes and other lifting tackles, tools and appliances to perform the work in a safe and efficient manner and complete all the jobs as per time schedules.
- (d) Preparing approaches and working area for the movement and operation of the cranes, vehicles & levelling the areas for assembly and erection shall also be the responsibility of the CONTRACTOR. The CONTRACTOR shall acquaint himself with access availability, facilities such as railway siding, local labour etc. to provide suitable allowances in his quotation. The CONTRACTOR may have to build temporary access roads to aid his own work which shall also be taken care while quoting for the work. The CONTRACTOR has to dismantle these temporary approach roads after completion of job without any extra cost.
- (e) The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the CONTRACTOR's responsibility and his/her rates for execution of work will be inclusive of supply of all these items. CONTRACTOR shall not use any of the equipment or materials issued to him by OWNER/CONSULTANT for installation purposes for laying temporary lines, manufacturing erection aids etc. Misuse of materials will be seriously viewed and deductions at penal rates will be made from the CONTRACTOR's bills for such quantities that are misused.
- (f) Responsibility for obtaining all statutory approvals related to his construction/electrical liasoning etc. work lies with the CONTRACTOR.
- (g) The CONTRACTOR shall provide toilet and drinking water, rest room facilities at site for the contract workmen as per statutory requirements at his own cost.
- (h) Earth filled HDPE bags, Shoring and strutting, etc. required for effective retaining of earth fill and excavated pits against water from any source has to be arranged by CONTRACTOR without any extra claim for the entire satisfaction of the or OWNER/CONSULTANT. Cost for the same is included in the rates for earthwork in filling/cutting items.
- (i) CONTRACTOR has to take all steps to see that normal functioning of Public life/ Public traffic is not affected/obstructed while executing the work. Stacking of materials, excavated earth, equipment and tools should not make any hindrance for the movement of vehicles and people.
- (j) CONTRACTOR shall be responsible for implementing the requirements of Karnataka State Pollution Control Board.

15.16 STRICT COMPLIANCE WITH SPECIFICATIONS / INSTRUCTIONS

- (a) CONTRACTOR shall observe in addition to Codes specified in respective specification, all national and local laws, ordinances, rules and regulations and BNPM/NCB/CISF INFRA /389/2025-26 dated 26.11.2025 VOL-1 Page **83** of **128**



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requirements pertaining to the Work and shall be responsible for extra costs arising from violations of the same.

- (b) Various procedures and methods to be adopted by CONTRACTOR during the construction as required in the respective specifications shall be submitted to OWNER/CONSULTANT in due time for approval.
- (c) CONTRACTOR shall have at all times during the performance of the work, a competent superintendent on the premises. Any instruction given to such superintendent shall be construed as having been given to the CONTRACTOR.
- (d) OWNER/CONSULTANT reserves the right to inspect all phases of CONTRACTOR'S operations including construction, field and shop fabrication, equipment, assembly, testing. Packing and load-out operations to ensure conformity to the specifications. OWNER/CONSULTANT will have Engineers, inspectors or other duly authorized representatives, made known to the CONTRACTOR, present during progress of the work and such representatives shall have free access to the work at all times. The presence or absence of an OWNER/CONSULTANT'S/ 'S representative does not relieve the CONTRACTOR of the responsibility for quality control in all phases of the work. in the event that any of the work being done by the CONTRACTOR or any SUB-CONTRACTOR is found by OWNER/CONSULTANT'S/ 'S representatives to be unsatisfactory or not in accordance with the drawings, procedures and specifications, the CONTRACTOR shall, upon verbal notice of such discrepancy or deficiency, take immediate steps to revise the work in a manner to conform to the relevant drawings, procedures and specifications.
- (e) The CONTRACTOR shall carryout required supervision and inspection as per Quality Assurance Plan and furnish all assistance required by the OWNER/CONSULTANT in carrying out inspection work during this phase. The or OWNER/CONSULTANT will have Engineers, Inspectors or other authorized representatives present who are to have free access to the work at all times. If an OWNER/CONSULTANT'S/ 'S representative notifies the CONTRACTOR'S authorized representative not lower than a Foreman of any deficiency, or recommends action regarding compliance with the specifications, the CONTRACTOR shall make every effort to carry out such instructions to complete the work conforming to the specifications and approved drawings to the fullest degree consistent with best industry practice.

15.17 DRAWINGS

Drawings accompanying the tender documents are indicative of the scope or work and issued for tendering purpose only. Detailed construction drawings on the basis of which actual execution of the work is to be proceeded will be furnished to the CONTRACTOR progressively based on the programme evolved after the award of the work.

15.18 ALTERATION IN SPECIFICATION AND DESIGNS

During the execution of the work, the OWNER/CONSULTANT may desire to make changes in design due to site condition or due to any other reason. The CONTRACTOR shall carry out such changes shown in writing, without any extra cost. These changes shall be either for partially or fully for the entire quantities put to tender, for these items.



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15.19 SAFETY, FIRE & SECURITY REGULATIONS

- (a) All the employees of the CONTRACTOR, while working at site, must wear hard hats (helmets) and other protective equipment's suggested by OR OWNER/CONSULTANT as and when required, depending upon the safety standards and practices without any extra cost.
- (b) First-aid kits must be available at the work spot/site office of each CONTRACTOR and the same shall be replenished from time to time. Officers of OWNER/CONSULTANT will be inspecting the availability of First-aid boxes at work site.
- (c) The CONTRACTOR has to execute the job without causing any damage to public properties/nearby structures. Any claims in this regard shall be at the risk and cost of the CONTRACTOR.

15.20 PROJECT SCHEDULING & MONITORING

The BIDDER is required to submit a Project Time Schedule in Bar Chart Form, along with the Bid. The Schedule shall cover all aspects like sub-ordering, manufacturing and delivery, sub-contracting and construction within the completion time indicated in the Bid Document. The OWNER/CONSULTANT interface activities shall be clearly identified with their latest required dates. OWNER/CONSULTANT reserves the right to disqualify the BIDDER if the above Schedule submitted by the BIDDER is not in line with the overall project requirement.

15.21 PROJECT REVIEW MEETINGS

The CONTRACTOR shall present the programme and status of work at various review meetings as required.

15.22 PROGRESS REPORTS

This report shall be submitted on a weekly basis, covering overall scenario of the work.

15.23 DISTINCTION BETWEEN FOUNDATION & SUPERSTRUCTURE

To distinguish between work in foundation and superstructure the following criteria shall apply;

- (a) For building only (both for stone/brick and RCC works) all works up to level corresponding to finished floor level within the buildings shall be treated as work in "foundation and plinth" and all works above the finished floor level shall be treated as work in superstructure.
- (b) Where not specifically pointed out, all works in cellars/sumps, tanks, cable trenches and other trenches or such similar items would be taken as work in foundations.
- (c) Unless otherwise stated, the rates for various items of work shall be for works at all heights.

15.24 HINDRANCE TO WORK

- (d) The CONTRACTOR may be required to suspend work for a short time/ period in
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certain areas for the safety requirement. The CONTRACTOR should strictly comply with the instruction from the OWNER/CONSULTANT from time to time at no extra cost.

- (e) Any obstruction/ hindrance to the work from local public, labours, unions, etc., shall be settled by the CONTRACTOR for successful completion of job within the contractual completion date, as per scope of Contract.

15.25 SAFE MOVEMENT OF VEHICLES/ TIPPERS DEPLOYED BY CONTRACTOR

CONTRACTOR should take extra care for movement of vehicles/ tippers to avoid any sort of accidents to the public, damage to roads, public properties etc. OWNER/CONSULTANT will not be responsible for any sort of accidents.

15.26 CONTRACT DOCUMENT

- (a) The following shall form the contract documents:
- (i) Original tender documents issued with its enclosures.
 - (ii) Addendum/corrigendum to tender documents issued if any.
 - (iii) Correspondence exchanged between both parties prior to award of contract and record notes of discussions prior to award of contract.
 - (iv) Email of intent awarding the works to the CONTRACTOR.
 - (v) The detailed letter of Intent /acceptance along with statement of agreed variations (if any).

15.27 TAXES AND GOVERNMENT CHARGES

- (a) CONTRACTOR'S quoted CONTRACT PRICE shall be inclusive GST, duties, imports and other charges, with respect to work rendered hereunder whether or not in effect on the date of this CONTRACT but that are imposed, directly or indirectly, prospectively or retrospectively by the Government of India or any other Government.
- (b) The tenderer shall clearly indicate their GST registered number.
- (c) CONTRACTOR before submission of First Invoice for running payment shall register themselves at their own cost with the GST, Income Tax, Sales Tax and such other Central and State Government authorities and all statutory bodies as may be required under the rules and regulations prevailing in India in connection with performance of the work. CONTRACTOR shall bear and pay all registration fees and deposits to authorities in connection with performance of the work.
- (d) CONTRACTOR shall be liable for and shall defend, indemnify and hold OWNER/CONSULTANT harmless from any claim or liability resulting from CONTRACTOR's failure. The CONTRACTOR shall make timely payment of taxes levied by the Government of India or by the State.
- (e) Any interest, penalty or other liabilities arising because of failure to pay the above items or similar items or failure to comply with the reporting, return or other appropriate procedural requirements with respect to their payment, etc. shall be borne by the CONTRACTOR.

15.28 REGISTRATION UNDER GST

The CONTRACTOR will be required to get registered in GST & Karnataka State and shall
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furnish the attested copy of certificate for registration under Karnataka sales Tax Act in the proforma prescribed by Government of Karnataka.

Payment of CGST, SGST, IGST & UTGST related clause:

The Contractor are required to adhere the following procedure in order to honour the payment against CGST, SGST, IGST & UTGST in the invoice:

- i. An invoice issued by the supplier of goods or services or both should be in accordance with the provisions of section 31 of the CGST Act and should contain all the prescribed information's in accordance with Chapter VI of CGST Rules, 2017;
- ii. A debit note issued if any, by a supplier should be in accordance with the provisions of section 34 of the CGST Act;
- iii. The supplier should mandatorily upload the aforementioned documents in GSTR -1, details of outward supplies of goods or services within the prescribed time under GST Act;
- iv. The supplier should provide the relevant documents to confirm the tax charged on the invoice has been paid to the credit of government after adjusting with ITC if any.

Notwithstanding above, the supplier should provide indemnification as follows:

“In the event of non-compliances with respect to GST Act and Rules by the supplier, the purchaser is allowed to adjust the GST amount from retention amount (either in BG or in Cash) held by the company. If no amount is available for recovery, the supplier will refund the GST liability within 10 days from the date of GST reversal in GSTRN”

The above requirements are mandatory to claim any GST liability, failing which, the GST liability will not be paid/reimbursed/accepted.

15.29 GENERAL ENVIRONMENT REQUIREMENTS

The CONTRACTOR has to ensure efficient use of natural resources like water, fuel oil and lubricants. The CONTRACTOR should ensure proper awareness to workers to maintain a green and clean environment inside/outside the plant. The CONTRACTOR must collect and dispose of all the waste and scrap materials at the designated place only as directed by OWNER/CONSULTANT. CONTRACTOR shall take necessary license for storing Petroleum products at site office from relevant authorities.

15.30 RULES AND REGULATIONS

CONTRACTOR shall observe in addition to codes specified in respective specification, all national and local laws, ordinances, rules and regulations and requirements pertaining to the work and shall be responsible for extra costs arising from violations of the same.

15.31 CONTRACTOR'S LABOURS TO LEAVE SITE ON COMPLETION OF THE WORK

The CONTRACTOR's labours must leave the location of the Project Site/ Township after the work is tapered/ completed to avoid creation of slum areas adjoining the project/township.

15.32 ROUNDING OFF

All payments to and recoveries from the CONTRACTOR shall be rounded off to the nearest



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rupee. Whenever the amount to be paid/recovered consists of a fraction of a rupee, i.e. if the fraction consists of 50 (fifty) paise or more, the amount shall be rounded off to the next higher Rupee and if the fraction of a Rupee is less than 50 (fifty) paise, the same shall be ignored.

15.33 ADDITIONAL / EXTRA WORK

OWNER/CONSULTANT reserves the right to execute any additional works/ extra works during the execution of work, even though such works are incidental to and necessary for the completion of works awarded to the CONTRACTOR.

15.34 TESTING OF MATERIALS:

- (a) The CONTRACTOR without any extra cost shall arrange for testing charges, cost of samples, equipment, personnel, transportation etc. required for the test such as cement, steel, Bricks, solid blocks, sand and other building materials involved in the construction of CISF Infrastructure, as per the instructions of OWNER/CONSULTANT.
- (b) The testing shall be carried out at Laboratories approved by the OWNER/CONSULTANT as per IS standard sampling and for properties and characteristics of material.

15.35 SCHEDULE OF RATES AND PAYMENTS

- (a) The price to be paid by the OWNER/CONSULTANT to the CONTRACTOR for the work to be done and for the performance of all the obligations undertaken by the CONTRACTOR and contract rate shall be ascertained by the application of the respective schedule of rates (the inclusive nature of which is more particularly defined by way of application but not of limitations, with the succeeding sub clause of this clause) and payment to be made accordingly for the work actually executed and approved by the OWNER/CONSULTANT. The sum so ascertained shall (only as and to the extent expressly provided herein) constitute the sole and the inclusive remuneration of the CONTRACTOR under contract and no further or other payment whatsoever shall be or become due or payable to the CONTRACTOR under the contract.
- (b) The prices / rates quoted by CONTRACTOR shall remain firm till the issue of final certificate and shall not be subject to any escalation. Schedule of rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over work to OWNER/CONSULTANT by CONTRACTOR. CONTRACTOR shall be deemed to have known nature, scope, magnitude and extent of work and materials required. He shall make such provision in the schedule of rates, as he may consider necessary to cover the cost of such items of work and materials as may be reasonable and necessary to complete work. The opinion of the OWNER/CONSULTANT as to the item of work which are necessary and reasonable on completion of work shall be final and binding on CONTRACTOR, although the same may not be shown or described specifically in contract document. Generally this present provision shall not be deemed to cut down or limit in any way CONTRACTOR's obligation under the contract, because in certain cases it may and it may not be expressly stated that



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contractor shall do or perform a work or supply articles or perform services at his own costs or without additional payment or without extra charge or words to the same effect or that it may be stated or not stated that the same are included in and covered by the schedule of rates.

- (c) The schedule of rate shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protect by letters, patent or otherwise incorporated in or used in connection with work, also all royalties, rents and other payments in connection with the obtaining materials or what so ever kind for work. It shall also include an indemnity to the OWNER/CONSULTANT, which CONTRACTOR hereby gives against all actions, proceedings, claims, damages, costs and expenses arising in the incorporation in or use on work of any such article, processes or materials, octroi or other municipal or local board charges if levied on materials, equipment's, machineries to be brought to site for use, shall be borne by the CONTRACTOR.
- (d) No exemptions or reduction of customs duty, excise duties, sales tax, quay or any port dues, transport charges, stamp duties or central or state govt. or local body or municipal taxes or duties, taxes or charges (from any other body), whatsoever will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the schedules of rates. CONTRACTOR shall also obtain and pay for all permits, or other privileges necessary to complete work.
- (e) The schedule of rates shall be deemed to include and cover risk of all possibilities of delay and interference with CONTRACTORS conduct of work which occur from any cause including orders of OWNER/CONSULTANT in the exercise of his powers and no account of extension of time granted due to various reasons and for all other possible or probable causes of delay.
- (f) For work under unit rate basis no alteration will be allowed in the schedule of rates because of work or any part of them modified altered, extended, diminished or omitted. The schedule of rates are fully inclusive of rates which have been fixed by CONTRACTOR and agreed to by OWNER/CONSULTANT and cannot be altered.

(g) Basic rates :

The selection of various items for which Basic rates are provided shall be done by BNPM. Basic rates have been mentioned in the respective BOQ items only. Those items are eligible for Basic rates.

The difference amount shall be payable/recoverable on production of original invoice/or any other document as required by BNPM as applicable. If the selected material works out to less than the basic rate, the difference shall be recovered, if more, the difference shall be payable. The basic rate considered are exclusive of taxes.

15.36 BILLING OF WORK

(a) BILLING OF WORK

The CONTRACTOR shall be paid from time to time instalments and interim certificates to be issued by the as indicated in the Contract. The CONTRACTOR will submit running account bills in approved proforma after measurement of works as



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specified in General Conditions of Contract. The bills can be submitted by the CONTRACTOR when the approximate value of works executed reached the value named as “Value of Works for interim certificates” Interim on account payments will be made against certificates issued by based on joint measurement of the work executed.

15.37 RUNNING ACCOUNT PAYMENTS TO BE RECORDED AS ADVANCES

All running account payments shall be regarded as payments by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and re-constructed or re-erected or be considered as an admission of the due performance of contract, or any part thereof in this respect or of the accruing of any claim by CONTRACTOR. In addition, the CONTRACTOR shall not conclude, determine or affect in any way the powers of OWNER/CONSULTANT under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or any other way vary or affect contract. CONTRACTOR shall submit the final bill within 20 (twenty days) of the date of physical completion of work, otherwise OWNER/CONSULTANT certificate of the measurement and of total amount payable for work accordingly shall be final and binding on all parties.

15.38 RECEIPT FOR PAYMENT

Receipt for payment made on account of work when executed by CONTRACTOR must be signed by a person holding due power of attorney in this respect on behalf of CONTRACTOR, except when described in tender as a limited company in which case the receipt must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the company.

15.39 DEFECT LIABILITY PERIOD

- (a) During the defect liability period of 12 months commencing from date of completion of work for which a virtual completion certificate shall be issued, the rectification of defect will be governed by provisions made in “Defects after virtual completion” of General Conditions of Contract.
- (b) If at any time, before work is taken over, the OWNER/CONSULTANT shall:
 - (i) Decide that, any work done or materials used by CONTRACTOR or any SUB-CONTRACTOR is defective or not in accordance with CONTRACT, or that work or any portion thereof are defective , or do not fulfil the requirements of CONTRACT (All such materials/works being hereinafter, called ‘Defects’ in this clause), and
 - (ii) As soon as reasonably practicable give to CONTRACTOR notice in writing of the said decision specifying particulars of the defects alleged to exist or to have occurred, then CONTRACTOR shall at his own expense and with all speed make good the defects so specified. In case CONTRACTOR fails to do so, OWNER/CONSULTANT may take, at the cost of CONTRACTOR, such steps as May in all circumstances, be reasonable to make good such defects. The expenditure so incurred by OWNER/CONSULTANT will be recovered from the amount due to the CONTRACTOR. Decision of the OWNER/CONSULTANT with



SECTION VII – TECHNICAL SPECIFICATIONS

regard to the amount to be recovered from CONTRACTOR will be final and binding on CONTRACTOR. As soon as work have been completed in accordance with CONTRACT, (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof provided in General Conditions of the Contract) and have passed the tests on completion, the or OWNER/CONSULTANT shall issue certificate (hereinafter called Completion Certificate) in which he shall certify the date on which work have been so completed and have passed the said tests and OWNER/CONSULTANT shall be deemed to have taken over work on the date so certified. If work has been divided into various groups in contract, OWNER/CONSULTANT shall be entitled to take over any group or groups before the other or others and thereupon the or OWNER/CONSULTANT shall issue a Completion Certificate which will, however, be for such group or groups so taken over only.

- (c) In order that CONTRACTOR could obtain a Completion Certificate he shall make good, with all possible speed any defect arising from the defective materials supplied by CONTRACTOR or workmanship or any act or omission of CONTRACTOR that may have been noticed or developed, after the work or group of Works has been taken over, the period allowed for carrying out such Work will be normally 1 (one) month. If any defect be not remedied within a reasonable time, OWNER/CONSULTANT may proceed to do work at CONTRACTOR's risk and expense and deduct from the Final Bill such amounts as may be decided by OWNER/CONSULTANT. If by reason of any default on the part of CONTRACTOR a Completion Certificate has not been issued in respect of every portion of work, OWNER/CONSULTANT shall be at liberty to use work or any portion thereof in respect of which a Completion Certificate has been issued, provided that work of the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these Work for the issue of Completion Certificate.

15.40 GUARANTEE FOR REPLACEMENT/ RECTIFICATION WORK

In case the CONTRACTOR is carrying out any rectification work or replacement or such other repairs as mentioned in the above clauses, the said rectification work or replacement or repair shall be guaranteed for a further period of 12 (twelve) months from the date of such work or replacement or repair.

15.41 CERTIFICATE OF VIRTUAL COMPLETION

- (a) The works shall not be considered as completed until the OWNER/CONSULTANT has certified in writing that they have been virtually completed. The defect liability period shall commence from the date of issue of such certificate.

15.42 FINAL DECISION AND FINAL CERTIFICATE

Upon expiry of the period of liability and subject to the OWNER/CONSULTANT being satisfied that work have been duly maintained by the CONTRACTOR, during monsoon or such period as herein before provided in tender Clause and CONTRACTOR has in all respects duly made up any subsidence and performed all his obligations under contract, the or OWNER/CONSULTANT shall (without prejudice to any of the rights of OWNER/CONSULTANT) give a certificate herein referred to as the final certificate to that effect and CONTRACTOR shall not be considered to have fulfilled the whole of his obligation



SECTION VII – TECHNICAL SPECIFICATIONS

until final certificate shall have been given by the OWNER/CONSULTANT notwithstanding any previous entry upon work and taking position, working or using of the same or any part thereof by OWNER/CONSULTANT.

15.43 CERTIFICATE AND PAYMENTS ON EVIDENCE OF COMPLETION

Except the final certificates no other certificate or payments against a certificate or on general account shall be taken to be an admission by OWNER/CONSULTANT of the due performance of contract or any part thereof or occupancy or validity of any claim by CONTRACTOR.

NOTE:

(i) Detailed '**TECHNICAL SPECIFICATIONS**' along with List of Approved Materials and '**contractor's health and safety Programme**' are enclosed as **VOLUME-3** along with this tender.

(ii) The Tender Drawings are attached are enclosed as **VOLUME-4** along with this tender.

Bidders are advised to mandatorily download the same and sign the all the documents and submit along with Technical bid part-1.

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



SECTION VIII – QUALITY CONTROL REQUIREMENTS

DECLARATION TO BE PROVIDED ON LETTER HEAD

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

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



SECTION VIII – QUALITY CONTROL REQUIREMENTS

COMMERCIAL COMPLIANCE STATEMENT:

Sl. No.	Features	Requirements of BNPMIPL, Terms & conditions	Whether Agreed by the firm	Deviation, if any
01	General Conditions and Scope of work	Services should be rendered exactly as per the given instructions / Scope of work mentioned in Section VII of the tender	Yes agreed	
02	Quantity:	We understand that the requirement of quantity mentioned in the tender is only indicative and BNPMIPL reserves the right to increase or decrease the quantity depending upon their actual requirement	Yes agreed	
03	Delivery	As per tender	Yes agreed	
04	Payment terms	Payment terms as mentioned in the tender	Yes agreed	
05	Liquidated Damage	Liquidated Damage clause as mentioned in tender	Yes agreed	
06	Defect Liability Period / Warranty	As per warranty clause mentioned in the tender	Yes agreed	
07	Performance Security/Security Deposit	As mentioned in SCC	Yes agreed	
08	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 all volumes <u>and confirm that we don't have any counter conditions.</u> We also understand that offer with counter conditions is liable for rejection	Yes agreed	
09	Compliance to all SIT & SCC clauses	SIT Clause: Sl.no. 16 to Sl.no. 22 SCC Clause: Sl.no.13 to Sl.no. 31	Yes agreed	
10	No. of pages	Total number of pages in Technical Bid		



SECTION VIII – QUALITY CONTROL REQUIREMENTS

Authorized signatory & stamp

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



SECTION VIII – QUALITY CONTROL REQUIREMENTS

1. Quality of Materials and Workmanship

- a. The Contractor shall ensure that the Materials and workmanship are in accordance with the requirements specified in this Agreement, Specifications and Standards and Sound Engineering practice. The work shall be of the specified quality and standard, both in respect of ingredients as well as the intended functions it is supposed to perform for service life.
- b. The Contract warrants that all Materials shall be new, unused, not reconditioned, unless otherwise allowed as per contract or by Consultant/Engineer-in- Charge, and in conformity with Specification and Standards, Applicable Laws and Sound Engineering Practice, and that the Contractor shall not use any materials which are generally recognized as being deleterious under Sound Engineering Practice.

2. Quality Assurance System

- a. The Contractor shall devise a quality assurance mechanism to ensure compliance with the provisions of this Agreement (the "Quality Assurance Plan" or "QAP").
- b. The Contractor shall, submit to the Consultant/Engineer-in- Charge, its Quality Assurance Plan, 15 (fifteen) days in advance of start of the execution stage specified in the NIT. The Consultant/Engineer-in- Charge shall convey its comments to the Contractor within a period of 7 (seven) days of receipt of the QAP stating the modifications, if any, required and the Contractor shall incorporate those in the QAP conforming with the provisions of this clause. The QAP shall include the following:
 - a. Contractor's Organization & structure, duties and responsibilities of individual key personnel, quality policy of contractor, procedure for control of non- conformities and corrective action, inspections and documentation.
 - b. Internal quality audit system.
 - c. Machinery, Shuttering, other Tool & Plants, etc. required to be deployed at site.
 - d. Method statement of important activities. These can be submitted as per the sequencing of the activities of the work.
 - e. Quality control mechanism including sampling and testing of Materials, test frequencies, standards, acceptance criteria, testing facilities, reporting, recording and interpretation of test results, approvals, proforma for testing and calibration in accordance with the Specifications and Standards and Sound Engineering Practice; and Material Lot size, number of required tests and frequency of testing for different construction materials.
 - f. All the relevant and applicable codes, specifications and standards, as well as the acceptance criteria for various items of work, workmanship, materials and process employed needs to be mentioned.
 - g. Check-list for various items and materials.
 - h. Formats for site documentation, monthly reports on implementation of QAP.



SECTION VIII – QUALITY CONTROL REQUIREMENTS

3. Sampling of materials:

All samples of materials including Cement Concrete Cubes shall be taken by the QA engineers deployed by the Contractor and shall be witnessed by the Consultant/Engineer-in- Charge. All the necessary assistance, facilities and safety shall be provided by the contractor. Cost of sample of materials and testing charges shall be borne by the contractor and he/she is responsible for safe custody of samples to be tested at site.

4. Testing of Materials

i. The contractor shall establish temporary field laboratory of adequate size with all necessary facilities. Field laboratory shall be equipped with the testing equipment for conducting routine field tests as per this contract. It will also have copies of standards, BIS codes, IRC codes, relevant publications.

ii. All the tests in field lab setup at construction site shall be carried out by the QA Staff deployed by the contractor and shall be witnessed by the Consultant/Engineer-in- Charge. The contractor shall provide all necessary facility to them for witnessing the tests in the field laboratory. In general, contractor shall carry out 90% of field tests in site laboratory and 10% tests shall be got carried out from outside laboratory. Contractor shall endeavour to obtain test reports for tests conducted from outside laboratory in a reasonable time.

5. Test

i. For determining that the Works conform to the Specifications and Standards, the Consultant/Engineer-in- Charge shall require the Contractor to carry out or cause to be carried out tests, at such time and frequency and in such manner as specified in this Agreement and in accordance with sound engineering practice for quality assurance. Frequency and the manner in which tests shall be conducted shall be in the following order of preference:

A. Contract Provisions.

B. CPWD/KPWD Specifications.

C. BIS codes.

D. IRC codes.

E. MoRTH Specifications.

F. International Codes.

G. Manufacturer's specifications. Outside tests shall be conducted at Government labs /Reputed Engineering College and other approved laboratories by the Consultant/Engineer-in- Charge for testing of materials

iii. The Contractor shall, with due diligence, carry out all the tests in accordance with the Agreement and furnish the results thereof to the Consultant/Engineer-in-Charge. The Consultant/Engineer-in-Charge shall witness or participate during the testing. The contractor shall provide all necessary assistance for witnessing/participating in the field tests.



SECTION VIII – QUALITY CONTROL REQUIREMENTS

iv. In the event that results of any tests conducted under this clause establish any defects or deficiencies in the Works, the Contractor shall carry out remedial measures at its own cost and furnish a report to the Consultant/Engineer-in- Charge in this regard. The Consultant/Engineer-in- Charge shall require the Contractor to carry out or cause to be carried out tests to determine that such and standards and the procedure shall be repeated until such Works conform to the Specifications and Standards.

6. Inspection & review by the Consultant/Engineer-in-Charge and External Audit.

i. The Consultant/Engineer-in- Charge, his authorized subordinates, senior officers of department, QA unit or any other third party may inspect and review the progress and quality of the work and issue appropriate directions to the Contractor for taking remedial action in the event the work is not in accordance with the provisions of this Agreement. The work may be inspected at any time/stage by external inspection teams like CTE, Third Party Quality assurance agency, BNPM/CONSULTANT team etc. may conduct inspection of the quality of the works. The findings of the inspections shall be notified to the Contractor for taking remedial action in accordance with the agreement. The Contractor shall provide all assistance as may be required by the inspection teams in the conduct of its inspection here under.

ii. Suitable actions shall be taken as per the provisions contained in the relevant clauses of the agreement, if the work is not found to be as per specifications or quality as specified in the agreement.

7. Inspection of Works

i. The Consultant/Engineer-in- Charge and his authorized subordinates shall at all times; have full access to all parts of the site and to all places from which natural materials are being obtained for use in the works; and during production, manufacture and construction at the site and at the place of production, be entitled to examine, inspect, measure and test the materials and workmanship and to check the progress of the manufacturer of Materials.

ii. The Contractor shall give the Consultant/Engineer-in- Charge access, facilities and safety equipment for carrying out their obligations under this Agreement.

8. Quality Control Records:

The Contractor shall hand over authenticated copy of all its quality control records and documents to the Engineer-in-Charge before the Completion Certificate is issued. The checklist, in-process inspection checklists, material inspection checklists etc. complete. To be maintained as directed by BNPM/CONSULTANT.

9. ESTABLISHING SITE LABORATORY AND TESTING OF MATERIALS:

Equipment for conducting necessary tests including mandatory tests (as per KPWD/CPWD Specifications) shall be provided and installed at site in the well-furnished site laboratory by the Contractor at his own cost. Following is the suggestive list of laboratory equipment which should



SECTION VIII – QUALITY CONTROL REQUIREMENTS

be, in general or as and when required, available for setting up of laboratory at site: -

Sl. No	Equipment	Numbers
1	Slump cone, steel plate, tamping rod, steel scale, scoop	2 sets
2	Weighing scale platform type 100 Kg capacity	1
3	Graduated glass measuring cylinder	As per requirement
4	Sets of sieves of 450mm internal dia for coarse aggregate [100mm, 80mm, 40mm; 2mm; 12.5mm,10mm; 4.75mm complete with lid and pan]	1
5	Sets of sieves of 20mm internal dia for fine aggregate [4.75mm;2.36mm; 1.18mm; 600 microns; 300 microns & 150 micron, with lid and pan]	1
6	Cube mould size 70mmx70mmx70mm	10
7	Cube mould size 150mmx150mmx150mm	20
8	Measuring jars 100ml, 20ml, 500ml	5 Nos each size
9	. Vernier calipers 12” & 6” size	1
10	Digital PH meter least count 0.01mm	1
11	Rebound hammer test digital rebound hammer	4
12	Screw gauge 0.1mm-10mm, least count 0.05	6
13	Pyrex, corning or Borosil beakers with cover capacity 500ml,20 ml, 50 ml	3 each

10. Quality Control Records:

- a) The Contractor shall hand over authenticated copy of all its quality control records and documents to BNPM/CONSULTANT before the Completion Certificate is issued.

Quality Control Requirements – Compliance

We shall comply with, abide by, and accept without variation, deviation, or reservation all requirements detailed in Section VIII: Quality Control Requirements in the Tender Document



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) Bidder should have valid ESIC registration certificate	Copy of ESIC certificate
	e) Bidder should have valid EPF registration certificate	Copy of EPF certificate
	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 RBI/SPMCIL/ BRBNMPL/ BNPMIPL/Govt. of India/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
	e) The bidder should be currently in core service business during last five years ending on 31.10.2025.	Documentary evidence (copy of work order or agreement or work completion certificate or financial statement) for being in business for last five years.
Experience & Past Performance	The Bidder should have successfully completed the similar works during the last Five (05) years period ending 31.10.2025 as below; At least one work of Rs.19.52 Crores (Rs. Nineteen Crores Fifty-Two Lakhs only). Or Two works of Rs. 12.20 Crores (Rs. Twelve Crores Twenty Lakhs only) each. Or Three works of Rs.9.75 Crores (Rs. Nine Crores Seventy-Five Lakhs only) each. For Start- ups- 30% of the above mentioned value relaxed for start-ups	1. Copy of Work order / Agreement and Successful work completion certificate of the corresponding/relevant work order (agreement). a) Name of Work, b) Name of Client, c) Value of work, d) Scheduled date of completion, e) Actual Value of works on completion f) Actual date of completion g) Any other information, during last 5 years. Note: a) BNPM reserves the right to seek additional documents related to the documents submitted against eligibility criteria. b) The start-ups should be recognized by



SECTION IX-QUALIFICATION / ELIGIBILITY CRITERIA

	<p>Note: Similar works refers Construction of Buildings works only (Minimum G+3 floors) in Educational/ institutional/ residential/ industrial/ commercial/non-residential/non-industrial buildings etc. including electrical works and other services. The civil contractor who shall be able to handle civil including plumbing, electrical and other services works only should participate in this tender.</p> <p style="text-align: center;">OR</p> <p>Civil contractor may participate in this tender those who are tied up with the agencies like electrical and other services firms on submission of agreement copies, MoU, license copies for undertaking electrical and other services works etc. only. Civil contractors without any tied up electrical licensed firms shall not be considered. Proof of executing the same as above shall be submitted.</p> <p>However, sub-contracted works will not be considered.</p> <p>Note: Jobs executed by a bidder for its own in-house purpose/sister concern/subsidiary cannot be considered as experience for the purpose of meeting Qualification criteria.</p>	<p>DPIIT and certificate of recognition issued by DPIIT clearly stating the “sector” & “industry” corresponding to item/work 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/work in the tender.</p> <p>2. Declaration as per Annexure - C</p>
Financial Standings	<p>The average annual financial turnover of the bidder firm during last three financial years, ending 31.03.2025 should be more than Rs. 7.30 Crores/- (Rupees Seven Crores Thirty Lakhs Only) ^[Ref Note (i)] on date 31.03.2025 as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a chartered accountant.</p> <p>For Start-up bidders: Start-ups are required to have an average annual turnover of at-least Rs. 5.12 Crores/- (Rupees Five Crores Twelve Lakhs only) during last three financial year’s period ending 31.03.2025.</p>	<p>Audited balance sheet and profit & loss statement for FY: 2024-25, FY: 2023-24, FY: 2022-23, and FY: 2021-22.</p> <p>Note: The start-ups should submit certificate of recognition issued by DPIIT.</p>



SECTION IX-QUALIFICATION / ELIGIBILITY CRITERIA

b) Net worth of the bidder firm should not be in negative as on 31.03.2025 and should have not **eroded**^[Ref Note (ii)] by more than 30% (Thirty percent) year-on-year basis as well as cumulative basis in the last three financial year's period ending 31.03.2025.

i. If the date of constitution/ incorporation of the bidder's firm is less than three financial years, then the average annual financial 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.
 ii. Erosion shall be calculated only on account of reported loss in the statement of P&L account, which has led to reduction in capital. Net-worth (NW) erosion will be calculated as below,

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

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

Important:

1. Please note that the contractors who have worked earlier with BNPMIPL and their performance was not found satisfactory for any of the jobs awarded to them, their tenders shall not be opened during technical bid stage and their offers shall be considered as invalid and shall be rejected.
2. Issuance of tender paper or submission of tender document shall not automatically be construed qualification of bidder for award of work, which will actually be determined during bid evaluation.

Note: All documents shall be uploaded on our e-portal after duly signed and sealed.

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

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

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

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

Authorized Signature with stamp & date

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

- I) Bidder means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms, or companies), every artificial judicial person not falling in any of the descriptions of bidders stated



SECTION IX-QUALIFICATION / ELIGIBILITY CRITERIA

hereinbefore, including any agency branch or office controlled by such person participating in a procurement process.

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

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary controlled through entities incorporated, established or registered in such a country, or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country, or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An India (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

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

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

Further explanation:

- a) "Continuing ownership interest" means ownership of or entitlement to more than twenty five per cent of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint majority of the director or to control the management or policy decision including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;
- 2) In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who , whether acting alone or together, or through one or more judicial person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 5) In case of a trust, the identification of beneficial owners(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership

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



SECTION IX-QUALIFICATION / ELIGIBILITY CRITERIA

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

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

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

Bidder to furnish stipulated documents 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)



SECTION IX-QUALIFICATION / ELIGIBILITY CRITERIA

ANNEXURE -A

e-Tender No: BNPM/NCB/CISFINFRA/389/2025-26 dated 26.11.2025

(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).

Signature _____

Name-----

Designation-----

Date-----

Stamp of the Organization-----



SECTION IX-QUALIFICATION / ELIGIBILITY CRITERIA

ANNEXURE -B

e-Tender No: BNPM/NCB/CISFINFRA/389/2025-26 dated 26.11.2025

(To be submitted on Company letterhead)

DECLARATION

I) We do hereby declare that,

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

Further, we agree, in case we get 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, Quality Control Criteria and confirm to abide to those conditions without any counter conditions

Signature _____

Name-----

Designation-----

Date-----

Stamp of the Organization-----



SECTION IX-QUALIFICATION / ELIGIBILITY CRITERIA

Annexure -C

e-Tender No: BNPM/NCB/CISFINFRA/389/2025-26 dated 26.11.2025

(To be submitted on Company letterhead)

DECLARATION

Table 1: Past Experience Details

Sl No	Description of Supply/ work	Name & Address of Customer	PO/ WO/ /Agreement No with date	Qty of supply	Delivery period
1					
2					
3					
4					
5					

Table 2: Financial Details

Sl No	Financial Year	Annual Turn Over (Rs)	Networth (Rs.)	UDIN No
1	2024-25			
2	2023-24			
3	2022-23			
4	2021-22			

Signature _____

Name-----

Designation-----

Date-----

Stamp of the Organization-----



SECTION IX-QUALIFICATION / ELIGIBILITY CRITERIA

ANNEXURE -D

e-Tender No: BNPM/NCB/CISFINFRA/389/2025-26 dated 26.11.2025

(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, Mysore for the period of 12 months, if we are withdrawing our Bid during the period of bid validity (or) fail / refuse to furnish the performance security / execute the contract, if awarded.

Signature _____

Name-----

Designation-----

Date-----

Stamp of the Organization-----



SECTION 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. **BNPM/NCB/CISFINFRA/389/2025-26 dated 26.11.2025**

We, the undersigned have examined the above mentioned tender enquiry document, including amendment No. -----, dated ----- (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver/works..... (description of goods and services/works contract) 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-III - "Special Instructions to Tenderers" or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a **formal contract** is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

(Signature with date)

(Name and designation)

Duly authorized to sign tender for and on behalf of



SECTION XI - PRICE SCHEDULE

(TO BE FILLED ONLINE ONLY THROUGH E PORTAL)

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

Dear Sir,

Sub: Construction of CISF Infrastructure at BNPM Premises, Note Mudran Nagar, Mysore (Non-splitable)

Ref: e-Tender No. BNPM/NCB/CISFINFRA/389/2025-26 dated 26.11.2025

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

Sl.No	DESCRIPTION	AMOUNT
1	PART-A CIVIL WORKS	₹ -
2	PART-B PLUMBING WORK	₹ -
3	PART-C ELECTRICAL WORK	₹ -
4	TOTAL EXCLUDING GST (PART A+PART B+PART C)	₹ -
5	ADD GST 18%	₹ -
TOTAL AMOUNT INCLUDING GST		₹ -

Summary'

Name of the Firm (Mandatory Filed) [REDACTED]

SAC CODE [REDACTED]

Note : 1.Evaluation shall be done considering the GST. SAC code also to be entered.
2. The detailed price schedule with BOQ items for Part-A, Part-B & Part-C for civil, plumbing & sanitary and Electrical works respectively is enclosed in subsequent sheets needs to be filled and submitted. if any of the BOQ items have not been quoted, such BOQ items shall be operated as per the requirement at free of cost. Bidders are requested to quote carefully before submitting.

Name

Signature with Date

Note:



SECTION XI – PRICE SCHEDULE

GST to be quoted in percentage only in figures and not in amount

- 1. The price quoted shall be inclusive of all statutory levies, GST, duties, packing, forwarding, freight, handling, loading, unloading & insurance charges for delivery at BNPM.*
- 2. Price Bid: The price bid of the bidders who have qualified in techno-commercial only will be opened. The date of opening the price bids shall be intimated to the qualified bidders at the later stages.*
- 3. Price should be quoted exactly as per the format given; Price bids with conditions /Counter conditions are liable for rejection. Price to be quoted online only. Conditional price bid shall be summarily rejected.*
- 5. Multiple/Variable rate for item, would lead to rejection of offer.*
- 6. 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 scope, and other requirements as defined in the tender document.*
- 7. We confirm that the rates quoted are inclusive of all and with all awareness of the site conditions, after going through the tender documents in detail and rates shall remain firm till the completion of project. Taxes shall be paid as per actuals as per prevailing rules by BNPM.*
- 8. We confirm that there would not be any price escalation during the tenure of contract and even during the extension of time period, if any, whatsoever.*
- 9. We confirm that we will abide by all the tender terms & conditions of tender, technical specifications, scope of work and we do not have any counter conditions.*
- 10 We confirm that tendered item will be delivered as per specifications.*
- 11. No escalation shall be entertained over the quoted rates during the tenure of the contract except Basic Rate for the few items as per BOQ/price schedule.*
- 12. In addition to above in case any additional statutory tax liability arises on during the currency of contract, the same will be borne by BNPM.*
- 13. BNPM shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.*
- 14. The charges towards Liasoning/commissioning, obtaining approvals from CEIG or any other department, (concerned electricity board) for HT/transformer/other electrical works/inspections/approvals shall be borne by Contractor. Any statutory payment/fee shall be paid by BNPM or shall be reimbursed to contractor on submission of documentary evidences such as receipts, demand note from govt. authorities.*

Thanking you,

Yours faithfully,

(.....)

Seal

Name & Signature with date

Firm:



SECTION XI - PRICE SCHEDULE

Prices are to be quoted in the price bid format given in the e-tender website (www.tenderwizard.com/BNP) only.

Blank copy (Without price) of this schedule of price duly signed & stamped on each page has to be uploaded along with technical document.

Only blank BOQ has to be signed and the any mentioned of Price Bid in the Technical Bid, the tender shall be summarily rejected.

Enclosed as VOLUME-2 along with tender document.



SECTION XII - 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
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.	



SECTION XII - QUESTIONNAIRE

8	EMD details:	Online / Offline / Exempted/Not Applicable
	a) Online:	NEFT/RTGS 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 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 as per your specifications given in Section VI, 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 / contract period	Yes / No
14	We confirm that we will abide by all the tender terms & conditions and we do not have any counter conditions. As required, we enclose herewith the complete set of copy of tender documents duly signed by us as a token of our acceptance	Yes / No

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

.....

(Signature with date)

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

For and on behalf of

.....

.....

(Name, address and stamp of the tendering firm)



SECTION XIII- BANK GUARANTEE FORM FOR EMD

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

Beneficiary:

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

Bank Guarantee No:.....

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

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

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

The conditions of this obligation are -

- 1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- 2) If the tenderer having been notified of the acceptance of his tender by BNPMIPL during the period of its validity:-
 - a) Fails or refuses to furnish the performance security for the due performance of the contract.
 - b) Fails or refuses to accept/ execute the contract.

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

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

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

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



SECTION XIII- BANK GUARANTEE FORM FOR EMD

Checklist for Bank Guarantee:

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

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



SECTION XIV- MANUFACTURER'S AUTHORIZATION FORM

**NOT APPLICABLE TO THIS
TENDER DOCUMENT**



SECTION XV- BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

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

Beneficiary:

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

Performance Guarantee No.:

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

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)

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

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



SECTION XV- BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

Checklist for Bank Guarantee:

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

1. BG should be issued on not less than Rs.200 e stamp / non judicial stamp paper only
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 bidding party, name and address of BNPM and value of the contract are to be mentioned clearly.
7. Overwriting / cutting if any in BG should be authenticated under signature and seal of authorized signatory of BG issuing Bank.
8. BG number and BG date should be mentioned in all pages of BG and all pages are endorsed / signed by authorized signatories of issuing bank.
9. Amount mentioned in figures and words are to be matched.
10. Validity of BG should be in line with the contract.
11. BG should be unconditional.
12. Our Branch details is as mentioned below:
Name of the Bank: HDFC Bank
Name of the Branch: Richmond Road Branch
Branch Address: No.B/24, Salco Centre, Bangalore-560025, Karnataka
IFSC: HDFCO0005



SECTION XVI- CONTRACT FORM

(Address of BNPM's office issuing the contract)

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

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

1. Name & address of the Supplier:

2. BNPM's Tender document No..... Dated..... and subsequent Amendment No....., dated..... (If any), issued by BNPM

3. Supplier's Tender No..... Dated..... and subsequent communication(s) No..... Dated....., (If any), exchanged between the supplier and BNPM in connection with this tender.

4. In addition to this Contract Form, the following documents etc., which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as part of this contract as applicable.

(i) General Conditions of Contract;

(ii) Special Conditions of Contract;

(iii) List of Requirements;

(iv) Technical Specifications;

(v) Quality Control Requirements;

(vi) Tender Form furnished by the supplier;

(vii) Price Schedule(s) furnished by the supplier in its tender;

(viii) Manufacturers' Authorisation Form (if applicable for this tender);

(ix) BNPM's Notification of Award

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

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

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



SECTION XVI- CONTRACT FORM

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

- a. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- b. In the event of any contradiction between the Integrity Pact and its Annexure, if any, the clause in the Integrity Pact will prevail.



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

**NOT APPLICABLE TO THIS
TENDER DOCUMENT**



SECTION XIX- PROFORMA OF BILLS FOR PAYMENT

**NOT APPLICABLE TO THIS
TENDER DOCUMENT**



SECTION XX- PROFORMA FOR PRE-CONTRACT INTEGRITY PACT

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

INTEGRITY PACT

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

AND

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

SUPPLIER

The PURCHASER has issued tender, under laid down organizational procedures contract(s) for Construction of CISF Infrastructure at BNPM Premises, Note Mudran Nagar Mysuru, Karnataka. The PURCHASER values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its SUPPLIER

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

1. Commitments of the PURCHASER

1.1 The PURCHASER commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1.2 No employee of the PURCHASER, personally or through family members will in connection with the tender for, or the execution of a contract, demand, take a promise for, or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.3 The PURCHASER will during the tender process treat all BIDDER(s) with equity and reason. The PURCHASER will in particular, before and during the tender process, provide to all BIDDER(s) the same information and will not provide to any BIDDER(s) confidential /additional information through which the BIDDER(s) could obtain an advantage in relation to the tender process or the contract execution.

1.4 The PURCHASER will exclude from the process all known prejudiced persons.

If the PURCHASER obtains information on the conduct of any of its employees which is criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the PURCHASER will initiate necessary disciplinary proceedings or any other action as deemed fit including criminal proceedings.

2. Commitments of SUPPLIERS

2.1 The SUPPLIER commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.



SECTION XX- PROFORMA FOR PRE-CONTRACT INTEGRITY PACT

- a. The SUPPLIER will not, directly or through any other person or firm, offer, promise or give to any of the PURCHASER's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The SUPPLIER will not enter with other SUPPLIERS into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The SUPPLIER will not commit any offence under the relevant IPC/PC Act, further the SUPPLIER will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the PURCHASER as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.
- d. The SUPPLIER of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the BIDDER of Indian Nationality shall furnish the name and address of the foreign Principals, if any. Further, all the payments made to the Indian agent/ representative have to be in Indian Rupees only.
- e. The BIDDER will, when presenting his bid, disclose any and all payment he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. A person signing Integrity pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter **2.2** The BIDDER(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

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

4. Compensation for damages:

1. If the PURCHASER has disqualified the BIDDER from the tender process prior to the award according to Section 3, the PURCHASER is entitled to demand and recover the damages equaling to Earnest Money Deposit/ Bids Security.



SECTION XX- PROFORMA FOR PRE-CONTRACT INTEGRITY PACT

2. If the PURCHASER, has terminated the contract according to Section3, or if the PURCHASER is entitled to terminate the contract according to Section 3, the PURCHASER shall be entitled to demand and recover from the SUPPLIER Liquidated damages of the contract value or the amount equaling Performance Bank Guarantee

5. Previous Transgression:

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

6. Equal treatment of all SUPPLIERS:

1. The SUPPLIER undertakes to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the PURCHASER before contract signing.
2. The PURCHASER will enter into agreements with identical conditions as this one with all BIDDERS.
3. The PURCHASER will disqualify from the tender process all BIDDERS who do not sign this Pact or violate these provisions.

7. Criminal charges against violating SUPPLIER:

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

8. Independent external monitor/monitors:

1. The PURCHASER has appointed independent external monitor for this pact as per below details:
 - i. Name: Vice Admiral Arun Kumar Bahl (Retd.) | Email: arunkbahl@gmail.com
 - ii. Name: Ms. Melattur Viswanathan Bhanumathi | Email: bhanumathiv@gmail.com

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

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



SECTION XX- PROFORMA FOR PRE-CONTRACT INTEGRITY PACT

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

9. Pact Validity:

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

10. Other Provisions:

- c. This agreement is subject to Indian Law; Place of performance and Jurisdiction is the Registered Office of the PURCHASER i.e. Mysuru.
- d. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- e. If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- f. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- g. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.



SECTION XX- PROFORMA FOR PRE-CONTRACT INTEGRITY PACT

h. In the event of any contradiction between the Integrity Pact and its Annexure, if any, the clause in the Integrity Pact will prevail.

<p>For and on behalf of</p> <p>BANK NOTE PAPER MILL INDIA PRIVATE LIMITED</p> <p>(PURCHASER)</p> <p><i>Address:</i></p> <p>Administrative Building, Paper Mill Compound, Note Mudran Nagar, Mysuru 570 003, Karnataka, India.</p> <p>In the presence of:</p> <p>.....</p> <p>.....</p>	<p>For and on behalf of</p> <p>(SUPPLIER)</p> <p><i>Address:</i></p> <p>In the presence of:</p> <p>.....</p> <p>.....</p>
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