



Bank Note Paper Mill India Private Limited
Registered & Corporate office: First Floor, SR Complex,
2 Thavarekere Main road, SG Palya, DRC Post Bangalore 560 029,
Karnataka, India

Standard Biding Document (SBD)

Not Transferable

Tender Document for – **Prestressed Precast Compound Wall.**

Tender No. BNPM/CO/PrecastCompoundWall/ 10 /2015-16 Dated 25/05/2015

The Tender Document contains ..79.. Pages

The Tender Document is sold to

M/s

Address

.....
.....

Details of Contact person in BNPM regarding this tender

Name: Mr. Alok Kumar

Designation: Assistant General Manager

Address **First Floor, SR Complex,**
2 Thavarekere Main Road, SG Palya,
DRC Post Bangalore 560 029, Karnataka, India
Phone 080-22540 000 Fax 080-22540 222
Email info@bnpmindia.com
Website: bnpmindia.com



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BANK NOTE PAPER MILL INDIA PRIVATE LIMITED

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NIT**BANK NOTE PAPER MILL INDIA PRIVATE LIMITED**

SECTION: I

NOTICE INVITING TENDER

SHEET 1 OF 3

BANK NOTE PAPER MILL INDIA PRIVATE LIMITED

First floor, SR Complex, #2, Thavarekere Main Road,

SG Palya, DRC Post, Bangalore- 560 029

Tele: 080-22540 000, Fax 080-22540 222

Email info@bnpmindia.com, website: www.bnpmindia.com

(Name, address, telephone no., Fax, e-mail, website etc. of the Unit)

BNPM/CO/Precast Compound Wall/10/2015-16, Dated: 25-05-2015

1. Bidders satisfying the technical and commercial conditions specified in the bid and ready to supply the mentioned products in conformity with the Scope of work and Technical specification provided in NIT and terms and conditions stipulated herein may submit their commercial quotes as specified in the format of the document. The closed quotes should be submitted electronically on the BNPM e-Tendering Portal, www.tenderwizard.com/BNP within the time.
2. Tenders are invited in two parts (Techno-commercial & Financial) from eligible and qualified tenderers for supply of following goods:

Schedule. No	Brief Description of Goods/Services	Earnest Money Deposit	Remarks
1	Construction of Prestressed Precast Compound Wall Along the BNPM Boundary Line at BNPM Project Site, Mysore	Rs. 46,000/- (Rupees Forty Six Thousand only)	Through Electronic mode only.

Tender Number	BNPM/CO/PrecastCompoundWall/ 10/2015-16, Dated: 25-05-2015
Type of Tender (Two Bid/PQB/EOI Etc.)	Two Bid
Details of Sale of Tender Documents	
Price of the tender Documents	Rs 1,000/-
Site Visit of Intending Bidders (Period)	
Closing date and time for receipt of tenders	16-06-2015 1400 hours.
Place of receipt of tenders.	First floor, SR Complex, #2 Thavarekere Main road, SG Palya, DRC Post, Bangalore-560 029
Time and date of opening of Techno-commercial bid	16-06-2015 1500 hours.
Place of opening of tenders	First floor, SR Complex, #2 Thavarekere Main road, SG Palya, DRC Post, Bangalore-560 029.
Nominated Person/Designation to receive the Bulky Tender (Clause 21.1 Of GIT)	Shri Alok Kumar, AGM Shri Ashutosh Kumar, DM

3.

Interested tenderers may obtain further information about this requirement from the

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above office selling the documents. They may also visit our website mentioned above for further details.

4. Non-refundable Tender fee is Rs. 1000/- per set plus taxes. The payment shall be made through Electronic mode only.
5. Tender documents may be downloaded from under login for Contractors. Aspiring Bidders/Contractors who have not registered in e-tendering should register before participating through the website E - Tendering (www.tenderwizard.com/ BNP).
6. For details, registration and e-payment, please visit e- tendering website www.tenderwizard.com/BNP or contact e-tendering Helpdesk at 080-49352000 / 09686196756
7. The NIT and Blank Tender Form with standard tender documents will be accessible in the e-Tendering (viz www.tenderwizard.com/BNP).
8. Class III Digital Signature Certificate (DSC) is mandatory to participate in eTenders. 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.
9. Bidders/Contractors should attach all the Scanned copies of technical documents/certificates pertaining to their eligibility criteria mentioned in the NIT itself, failing which, the bid will not be considered.
10. For those tenderers whose technical bids do not satisfy the eligibility criteria, their financial Bids will not be opened.
11. The tender shall contain two bid systems each of whose contents shall be as follows.

Prequalification Bid & Techno-commercial Bid should consist of clearly visible scanned copy of:

- i) Bid forwarding letter.
- ii) Power of Attorney in favour of the person who has signed the bid on stamp paper of appropriate value.
- iii) Documents to establish conformity with Bidder's Qualification/Eligibility criteria.
- iv) ESIC, PAN details, service tax/ VAT registration certificate, Scheduled bar chart, proposed organization chart.
- v) Earnest Money Deposit (To be paid through electronic mode only)
- vi) Deviations from GCC, SCC, SIT, GIT
- vii) Schedule of deviations to technical specifications separately
- viii) Technical details/documents specified in technical part
- ix) Blank copy (Without price) of Schedule of price duly signed & stamped on each page

The bidder should submit the "Prequalification Bid & Techno-Commercial bid" in e-tendering portal.



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BANK NOTE PAPER MILL INDIA PRIVATE LIMITED

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Financial Bid shall contain.

- i) Schedule of Prices duly filled in.

The bidder should submit the- "Financial Bid" in e-tendering portal.

12. Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, should be uploaded in e-tendering portal (www.tenderwizard.com/BNP) only.

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

14. The tender documents are not transferable.

Yours Faithfully,

(Alok Kumar)
Asst. General Manager



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GIT	BANK NOTE PAPER MILL INDIA PRIVATE LIMITED	SECTION: II
	GENERAL INSTRUCTIONS TO TENDERERS	SHEET 1 OF 23

PART 1: GENERAL INSTRUCTIONS APPLICABLE TO ALL TYPES OF TENDERS

(Instructions are to be read in conjunction with SIT. Instructions which are not applicable are specifically marked as Not Applicable in the SIT. Instructions, which are replaced by special instructions, special instructions only will be applicable.)

A. PREAMBLE

1. Introduction

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

2. Language of Tender

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

3. Eligible Tenderers

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



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<p>Criteria.</p> <p>4. Eligible Goods and Services</p> <p>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.</p> <p>5. Tendering Expense</p> <p>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.</p> <p>B. TENDER DOCUMENTS</p> <p>6. Content of Tender Documents</p> <p>6.1 The tender documents include:</p> <p style="padding-left: 40px;">Application- Pre-qualification</p> <ol style="list-style-type: none"> 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 7. Technical Specifications 8. Quality Control Requirements 9. Qualifying Criteria 10. Tender Form 11. Price Schedule 12. Questionnaire 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 Bid Opening 18. Shipping Arrangements for Liner Cargoes – NOT APPLICABLE 19. Proforma of Bills for Payments 20. Application Pre Qualification 		



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<p>21. Proforma for Integrity Pact – NOT APPLICABLE</p> <p>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.</p> <p>7. Amendments to Tender Documents</p> <p>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.</p> <p>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.</p> <p>7.3. In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, BNPM may, at its discretion, extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.</p> <p>8. Pre-Bid Meeting – NOT APPLICABLE</p> <p>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.</p> <p>9. Clarification of Tender Documents</p> <p>A Tenderer requiring any clarification or elucidation on any issue of the tender documents may take up the same with BNPM in writing or by fax/ e-mail/ telex. BNPM will respond in writing to such request provided the same is received by BNPM not later than twenty one days (unless otherwise specified in the SIT) prior to the prescribed date of submission of tender. Copies of the query and clarification shall be sent to all prospective bidders who have received the bidding documents and/or hosted in its website.</p> <p>C. PREPARATION OF TENDERS</p> <p>10. Documents Comprising the Tender</p> <p>10.1. The tender to be submitted by Tenderer shall contain the following documents, duly filled in, as required:</p> <p>a) Tender Form and Price Schedule.</p> <p>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.</p>		



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<p>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.</p> <p>d) Earnest money furnished in accordance with GIT clause 18.1.</p> <p>e) Commercial questionnaire</p> <p>f) Manufacturer's Authorization Form (ref Section XIV, if applicable)</p> <p>NB: The tenderers may also enclose in their tenders, technical literature and other documents as and if considered necessary by them.</p> <p>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.</p> <p>10.3. Tender sent by fax/email/ telex/ cable shall be ignored.</p> <p>11. Tender currencies</p> <p>11.1. Unless otherwise specified, the tenderer shall quote only in Indian rupees.</p> <p>11.2. Where the tender condition specifies acceptance of quotations in different currencies, then, for domestic goods, prices shall be quoted in INR only and for imported goods, prices shall be quoted either in INR or in the currency stipulated in the SIT, mentioning, inter-alia, the exchange rate adopted for converting foreign currency into INR. As regards price(s) for allied services, if any, required with the goods, the same shall be quoted in Indian Rupees if such services are to be performed / undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and quoted in INR only.- NOT APPLICABLE</p> <p>11.3. Tenders, where prices are quoted in any other way shall be treated as unresponsive and rejected.</p> <p>12. Tender Prices</p> <p>12.1. The Tenderer shall indicate on the Price Schedule 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 as not applicable by the tenderer.</p> <p>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.</p> <p>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. – NOT APPLICABLE</p> <p>12.4. While filling up the columns of the price schedule, the following aspects should be noted for compliance.</p> <p>12.5. For goods offered from within India, the prices in the corresponding price schedule shall be entered separately in the following manner:</p>		



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<p>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.</p> <p>b) Any taxes/duties including excise duty, which will be payable on the goods in India if the contract is awarded.</p> <p>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</p> <p>d) The price of incidental services, as and if mentioned in List of Requirements.</p> <p>12.6. For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner: NOT APPLICABLE</p> <p>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.</p> <p>b) The amount of custom duty and import duty on the goods to be imported, wherever applicable.</p> <p>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</p> <p>d) The charges for incidental services, as and if mentioned in the List of Requirements.</p> <p>12.7. Additional information and instruction on Duties and Taxes:</p> <p>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.</p> <p>12.8. Excise Duty:</p> <p>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.</p> <p>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.</p> <p>12.9. Sales Tax/ VAT/ CST/ GST/ Service Tax, Works Contract Tax</p> <p>If a tenderer asks for sales tax/ VAT/ CST/ GST/ Service Tax/ Works Contract Tax to be paid extra, the rate and nature of such taxes applicable should be</p>		



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<p>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.</p> <p>12.10. Wherever Value Added Tax is applicable, the following may be noted:</p> <ol style="list-style-type: none"> The tenderer should quote the exact percentage of VAT that they will be charging extra. While quoting the rates, tenderer should pass on (by way of reduction in prices) the set off/input tax credit that would become available to them by switching over to the system of VAT from the existing system of sales tax, duly stating the quantum of such credit per unit of the item quoted for. The tenderer while quoting for tenders should give the following declaration: "We agree to pass on such additional set off/input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final product on the date of supply under the VAT scheme by way of reduction in price and advise the purchaser accordingly." The supplier while claiming the payment shall furnish the following certificate to the paying authorities: "We hereby declare that additional set offs/input tax credit to the tune of Rs..... has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted. <p>12.11. Octroi and Local Taxes:</p> <p>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.</p> <p>12.12. Duties/ Taxes on Raw Materials</p> <p>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.</p> <p>12.13. Imported Stores not liable to Above-mentioned Taxes and Duties:</p> <p>Above mentioned Taxes and Duties are not leviable on imported Goods and hence would not be reimbursed.</p> <p>12.14. Customs Duty:</p> <p>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.</p>		



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<p>12.14.1. For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 11 shall be followed.</p> <p>12.14.2. For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 12 shall be followed.</p> <p>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</p> <p>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.</p> <p>13. Indian Agent</p> <p>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:</p> <p>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.</p> <p>b) The details of the services to be rendered by the agent for the subject requirement.</p> <p>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</p> <p>i.) The principal manufacturer directly or one Indian agent on his behalf.</p> <p>ii.) The foreign principal or any of its branch/ division</p> <p>iii.) Indian/ Foreign Agent on behalf of only one Principal.</p> <p>14. Firm Price/ Variable Price</p> <p>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.</p> <p>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. – NOT APPLICABLE</p> <p>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.- NOT APPLICABLE</p>		



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<p>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</p> <p>14.5. Period. The offer of the Tenderer should indicate import content and the currency used for calculating import content. – NOT APPLICABLE</p> <p>14.6. Base Exchange rate of each major currency used for calculating FE content of the contract should be indicated. The base date of ERV would be contract date and variation on the base date can be given up to the midpoint manufacture, unless firm has already indicated the time schedule within which material will be imported by the firm. - NOT APPLICABLE</p> <p>14.7. In case delivery period is refixed/ extended, ERV will not be admissible, if this is due to default of the supplier. - NOT APPLICABLE</p> <p>14.8. Documents for claiming ERV: NOT APPLICABLE</p> <p>a) A bill of ERV claim enclosing working sheet</p> <p>b) Banker's Certificate/debit advice detailing F.E. paid and exchange rate</p> <p>c) Copies of import order placed on supplier</p> <p>d) Invoice of supplier for the relevant import order</p> <p>15. Alternative Tenders</p> <p>Unless otherwise specified in the Schedule of Requirements, alternative tenders shall not be considered.</p> <p>16. Documents Establishing Tenderer's Eligibility and Qualifications –</p> <p>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.</p> <p>16.2. The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:</p> <p>a) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorized by the goods manufacturer to quote for and supply the goods to BNPM. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Volume I in this document.</p> <p>b) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further it meets the qualification criteria incorporated in the Volume I in these documents.</p> <p>c) In case the tenderer is not doing business in India, It is/will be duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/ or technical specifications.</p> <p>d) In case the tenderer is an Indian agent quoting on behalf of a foreign manufacturer, the Indian agent is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance. Govt. of India operated through</p>		



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Directorate General of Supplies & Disposals (DGS&D), New Delhi.

17. Documents establishing good's Conformity to Tender document

- 17.1. The tenderer shall provide in its tender the required as well as the relevant documents like technical data. Literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by BNPM in the tender documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by BNPM in the tender documents to establish technical responsiveness of the goods and services offered in its tender.
- 17.2. In case there is any variation and/ or deviation between the goods & services prescribed by BNPM and that offered by the tenderer, the tenderer shall list out the same in "Schedule of deviations from Technical specifications" in Volume I of the tender without ambiguity along with justification.
- 17.3. If a tenderer furnishes wrong and/ or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to BNPM in this regard.

18. Earnest Money Deposit (EMD)

- 18.1. Tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements/ NIT Clause I. The earnest money is required to protect BNPM against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 23.23.2 below.
- 18.2. The earnest money shall be denominated in Indian Rupees.
- 18.3. The earnest money shall be furnished in one of the following forms:
 - a) Account Payee Demand Draft or
 - b) Banker's cheque or
 - c) Bank Guarantee, (only if EMD amount is above Rs. 1 Lakh)
- 18.4. The demand draft or banker's cheque shall be drawn on any scheduled commercial bank in India, in favour of Bank Note paper Mill India Private Limited payable at Bangalore. In case of bank guarantee, the same is to be provided from/confirmed by any scheduled commercial bank in India as per the format specified in Volume I in these documents.
- 18.5. The earnest money shall be valid for a period of forty five days beyond the validity period of the tender.
- 18.6. Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 18.7. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The successful tenderer's earnest money will be forfeited if it fails to furnish the required performance security within the specified period.



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19. Tender Validity

- 19.1. Bids shall remain valid for a period of 4 months for acceptance from the date of tender opening. For any extension in validity required, purchaser shall seek in writing, the same from the bidder.
- 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. No deviations with any of the clauses of this tender are permitted to the bidder.

20. Signing and Sealing of Tender

- 20.1. An authenticated copy of the document which authorizes the signatory to commit on behalf of the firm shall accompany the offer. The individual signing the tender or any other documents connected therewith should clearly indicate his full name and designation and also specify whether he is signing,
 - a) As Sole Proprietor of the concern or as attorney of the Sole Proprietor;
 - b) As Partner (s) of the firm;
 - c) As Director, Manager or Secretary in case the of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.
- 20.2. The authorized signatory of the tenderer must sign the tender at appropriate places and initial the remaining pages of the tender.
- 20.3. The tenderers shall submit their tenders as per the instructions contained in GIT Clause 10.
- 20.4. 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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<p>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.</p> <p>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.</p> <p>20.9. If permitted in the SIT, the tenderer may submit its tender through e-tendering procedure.</p> <p>D. Submission of Tenders</p> <p>21. Submission of Tenders</p> <p>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.</p> <p>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.</p> <p>22. Late Tender</p> <p>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.</p> <p>23. Alteration and Withdrawal of Tender</p> <p>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.</p> <p>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.</p>		



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E. TENDER OPENING

24. Opening of Tenders

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

F. SCRUTINY AND EVALUATION OF TENDERS

25. Basic Principle

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

26. Preliminary Scrutiny of Tenders

- 26.1. The tenders will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender document. The tenders, that do not meet the basic requirements, are liable to be treated as unresponsive and ignored.
- 26.2. The following are some of the important aspects, for which a tender may be declared unresponsive and ignored;
 - a) Tender is unsigned.
 - b) Tenderer is not eligible.
 - c) Tender validity is shorter than the required period.
 - d) Required EMD has not been provided.
 - e) Tenderer has quoted for goods manufactured by a different firm without the



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<p>required authority letter from that manufacturer.</p> <p>f) Tenderer has not agreed to give the required performance security.</p> <p>g) Goods offered are not meeting the required specification etc.</p> <p>h) Tenderer has not agreed to essential condition(s) specially incorporated in the tender enquiry.</p> <p>i) Against a schedule in the List of Requirement (incorporated in the tender Enquiry), the Tenderer has not quoted for the entire requirement as specified in that schedule. (Example: In a schedule, it has been stipulated that the Tenderer will supply the equipment, install and commission it and also train BNPM's operators for operating the equipment. The Tenderer has however, quoted only for supply of the equipment).</p> <p>27. Minor Infirmary/Irregularity/ Non-Conformity</p> <p>If during the preliminary examination, BNPM find any minor infirmity and/ or irregularity and/ or non-conformity in a tender, BNPM may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, BNPM will convey its observation on such 'minor' issues to the tenderer by registered/ speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.</p> <p>28. Discrepancy in Prices</p> <p>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.</p> <p>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</p> <p>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.</p> <p>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.</p> <p>29. Discrepancy between original and copies of Tender</p> <p>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.</p> <p>30. Clarification of Bids</p>		



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<p>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.</p>		
<p>31. Qualification/ Eligibility Criteria</p> <p>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.</p>		
<p>32. Conversion of tender currencies to Indian Rupees – NOT APPLICABLE</p> <p>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.</p>		
<p>33. Schedule-wise Evaluation</p> <p>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.</p>		
<p>34. Comparison on CIF Destination Basis</p> <p>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.</p>		
<p>35. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders.</p>		
<p>35.1. Further to GIT Clause 33 above, BNPM's evaluation of a tender will include and take into account the following:</p>		
<p>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</p>		
<p>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.</p>		
<p>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.</p>		



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<p>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.</p> <p>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.</p> <p>36. Tenderer's capability to perform the contract</p> <p>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.</p> <p>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.</p> <p>37. Cartel Formation (Pool Rates)</p> <p>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.</p> <p>38. Negotiations</p> <p>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.</p> <p>39. Contacting BNPM</p> <p>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.</p> <p>39.2 It will be treated as a serious misdemeanour in case a tenderer attempts to influence BNPM's decision on scrutiny, comparison, evaluation and award of the contracts. In such a case the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by BNPM, in terms of clause 44 of GIT.</p> <p>G. Award Of Contract</p> <p>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</p>		



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<p>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.</p> <p>41. Award Criteria</p> <p>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.</p> <p>42. Variation of Quantities at the Time of Award</p> <p>No variation of quantities at the time of awarding the contract.</p> <p>43. Parallel Contracts</p> <p>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.</p> <p>44. Serious Misdemeanours</p> <p>44.1 Following would be considered serious misdemeanours:</p> <ul style="list-style-type: none"> 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. <p>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.</p> <p>45. Notification of Award</p> <p>45.1 Before expiry of the tender validity period, BNPM will notify the successful tenderer(s) in writing, by registered/speed post or by fax/email I telex/ cable (to be confirmed by registered/speed post that its tender for goods & services, which have been selected by BNPM, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to BNPM the required performance security within twenty one days from the date of this notification. Relevant details about the performance security have been provided under GCC Clause 6 under Section IV.</p> <p>45.2 The notification of award shall constitute the conclusion of the contract.</p>		



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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:
- Earnest Money Deposit (EMD) is not applicable.
 - In the Schedule of Requirement, no commitment of quantity is mentioned: only the anticipated requirement is mentioned without any commitment.
 - BNPM reserves the right to conclude more than one rate contract for the same item.
 - Unless otherwise specified in SIT, the currency of a Rate Contract would normally be for one year.
 - 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.
 - During the currency of the Rate Contract, BNPM would have the option to renegotiate the price with the rate contract holders.
 - 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.
 - Usually, the terms of delivery in rate contracts are FOR dispatching station.
 - Supply orders, incorporating definite quantity of goods to be supplied along with



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<p>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.</p> <p>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.</p> <p>k) The rate contract will be guided by "Fall Clause" as described below.</p> <p>50.2 Fall Clause</p> <p>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.</p> <p>50.3 Performance Security</p> <p>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.</p> <p>50.4 Renewal of Rate Contracts</p> <p>In case, it is not possible to conclude new rate contracts before the expiry of existing ones, due to some special reasons, the existing rate contracts would be extended with same terms, conditions etc. for a suitable period, with the consent of the rate contract holders. Rate contracts of the firms, who do not agree to such extension, will be left out. Period of such extension would generally not be more than three months.</p> <p>51. Prequalification Bidding</p> <p>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.</p> <p>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.</p>		



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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:	
52.3	Pre-Production Samples: 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. 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 this tender.	
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 "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.	



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53.4	In case of EOI for Development of new Items or for indigenization, prospective firms would be given opportunity to inspect the Machine/ Item at the place of installation at the place, dates and time mentioned in SIT.	
53.5	In case EOI is for registration of vendors, Registration Fees and validity period of registration would be detailed in the SIT.	
53.6	Short List of Suppliers: The suppliers shall be evaluated for short listing, inter-alia, based on their past experience of supplying goods in similar context, financial strength, technical capabilities etc. Each supplier will be assigned scores based on weightages assigned to each of the criteria mentioned in the "Qualification Criteria" in Volume I.	
53.7	If stipulated in the SIT, the Firm's capacity and Capability may be assessed by a nominated Committee or by a third party nominated by BNPM.	
53.8	All suppliers who secure the minimum required marks (normally 50% unless otherwise specified in the "Qualification Criteria" in Volume I) would be short listed. "Qualification Criteria" may alternatively specify minimum qualifying requirement for each of the criteria i.e. minimum years of experience, minimum number of assignments executed, minimum turnover etc. Under such circumstances, all suppliers who meet the minimum requirement, as specified, will be short listed.	
53.9	In case of EOI for registration of vendors, registration letters would be issued to the shortlisted tenderers.	
53.10	In case of EOI for development/ indigenization, these shortlisted tenderers would only be allowed to participate in the subsequent development/ indigenization tenders.	
54.	Tenders for Disposal of Scrap: NOT APPLICABLE	
54.1	Introduction:	
	The tender is for Sale of Scrap material lying at various locations. Details of scrap for sale including Description, Present Condition, Lot Size and its Location would be given in the Section VI -"List of Requirements".	
54.2	"As Is; Where Is; Whatever Is" Basis of This Sale:	
54.2.1	This sale of Scrap is strictly on "As Is; Where Is; Whatever Is" basis. Tenderer must satisfy himself on all matters with regard to quality, quantity; nature of stores etc., before tendering as no complaint or representation of any kind shall be entertained after the sale contract is concluded.	
54.2.2	The description of lot in the particulars of sale has been given for the purpose of identification thereof only and the use of such description shall not constitute the sale thereof to be sale by description and no sale shall be invalid by reason of any defect or deviation or variation in any lot or on account of any lot not being exactly described and the purchaser shall not be entitled to claim any damage or compensation whatsoever on account of such fault, error in description, weight or the like.	
54.2.3	All quantities of scrap whether by weight or measurement mentioned in the Tender notice are only approximate and should the quantity , on actual weight or measurement basis as the case may be and whenever delivered on such basis, works out less than the advertised and /or projected quantity, the BNPM shall not under any circumstances be liable to make good any such deficiency	



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<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>54.3 Submission of Offer:</p> <p>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.</p> <p>54.3.2 BNPM reserves right to reject any offer without assigning any reason therefore.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>54.3.7 Registered dealers who are exempted from payment of Sales Tax must submit copies of their Registration certificate of concerned authority and shall be required to submit necessary form duly completed in all respect to BNPM or its representatives before obtaining delivery order, duly signed by the partner of the firm or the person authorized to do so.</p> <p>54.3.8 Evaluation of tenders for Disposal of scrap will be done on similar basis as</p>		



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<p>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.</p> <p>54.4 Notification of Acceptance and Award of Contract:</p> <p>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.</p> <p>54.4.2 The purchaser has to pay balance payment within 20 days from the date of notification of acceptance, which is to be issued by BNPM or his authorized representative, in form of Bank draft drawn on any nationalized or recognized bank in favour of same authority as mentioned above. In case of any, default to deposit balance payment, BNPM reserves right to terminate the contract and forfeit the security deposit.</p> <p>54.5 Disposal Tenders for Security and Sensitive Machinery and Items:</p> <p>54.5.1 Non-Misuse Declaration: The bidder is required to give an undertaking that he or his employees or legal heirs will ensure that such items purchased from BNPM, will be utilized only for scrap recovery and will not be misused for any other purpose. He will also ensure that this undertaking is honoured and it got underwritten from further down the line scrap processors/ re-purchasers, if any. In case his firm changes hands, it will be his responsibility to ensure that the new owners honour and underwrite this undertaking.</p> <p>54.5.2 If stipulated in SIT delivery would be given only in dis-mantled/ cut-up condition.</p> <p>55. Development and indigenization Tenders: NOT APPLICABLE</p> <p>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.</p> <p>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.</p> <p>55.3 If specified in SIT, The Tenderers may quote separately for</p> <p>a) Price/rate for bulk supply of item in development/indigenization supplies and</p> <p>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.</p> <p>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.</p> <p>55.5 Development contracts may, as far as feasible, be concluded with two or more contractors in parallel.</p> <p>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.</p>		



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55.7	However, in case the requirement is meagre and complex technology is involved, or quantity of the equipment spares is limited/small/uneconomic if distributed between two vendors, the entire order could be placed upon the L1 vendor only.	
55.8	If specified in SIT, Advance and Intermediate Payment to Suppliers may be allowed.	
55.9	<p>Quantity for Development Commitment</p> <p>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.</p>	
55.10	<p>Period of Development Commitment</p> <p>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.</p>	
56.	Site Location / Site Visit	
56.1	The Project Site is located at Mysore in the State of Karnataka. Mysore is well connected by Rail and Road from other parts of India.	
56.2	The bidder is advised to visit and examine the site & cost of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into the Contract. Claims of any kind due to variation or ignorance of site conditions and environmental conditions will not be eligible in any circumstances.	
56.3	The bidder and any of its personnel or authorized representatives will be granted permission by BNPM to enter upon its premises and lands for the purpose of such inspection. It is understood that as an implicit condition of such permission, the bidder, its personnel and/or authorized representative(s) shall be understood to have released and indemnified BNPM and its personnel from and against all liability in respect thereof and to have assumed all responsibility for personal injury (whether fatal or otherwise), loss of or damage to person or property and any other loss, damage, cost and expenses incurred as a result of such visit, including those sustained by any negligence or other act of tort on the part of BNPM and/or its personnel. During such visits the Bidder shall abide by all the rules and regulations, as applicable.	
57.	All Pages to Be Initialled	
57.1	All signatures in bids shall be dated and shall bear a seal of the bidder. In addition, all pages of the bids before submission of the bid shall be initialed at lower right hand corner by the Bidder or by a person holding a Power of Attorney authorizing him to sign on behalf of the bidder. The un-priced technical bid shall include all pages of tender enquiry (commercial part and technical part) duly signed and stamped by the bidder.	
57.2	The Bidder shall sign and affix its seal on all pages of the Priced bid.	



The following Special Instructions to Tenderers will apply for this tender. These special instructions will modify/ substitute/ supplement the corresponding General Instructions to Tenderers (GIT) incorporated in tender. 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.

SI No	GIT Clause No	Topic	Substitution / Replaced by
1.	12.5 and 12.6	Tender Prices	1
2.	12.11	Octroi and Local Taxes	2
3.	18.3, 18.4	Earnest Money Deposit	3
4.	35.0	Evaluation Criteria	4
5.	19.1	Tender Validity	5

1. **TENDER PRICES:**

Tenderer shall quote strictly in INR and as per the attached price schedule. The quoted prices should be inclusive of all taxes & duties.

2. **OCTROI, LOCAL & ENTRY TAXES:**

BNPM has obtained exemption from the tax payable on entry of any goods (Entry Tax) for use in implementation of paper manufacturing project.

3. **EARNEST MONEY DEPOSIT (EMD):**

EMD amount should be paid through electronic mode only i.e through internet banking, credit card, debit card, etc.

4. **EVALUATION CRITERIA:**

- (i) Techno-commercial bid/ Pre Qualification bid shall be opened together and however, the Techno-commercial bid of pre-qualified bidder who meets the eligibility criteria 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 the bidder for awarding the contract shall be on consolidated grand total offered by the bidder and will be decided taking into consideration the grand total offered price for construction and delivery upto BNPM, Mysore.

(iii) The tender shall be evaluated on overall **L-1 offered price**.

5. **TENDER VALIDITY:**

Bids shall remain valid for a period of 2 months for acceptance from the date of tender opening. For any extension in validity required, purchaser shall seek in writing, the same from the bidder.

Following clauses in GIT are not applicable.

SI No	GIT Clause No	Topic	Substitution / Replaced by
1.	12.2 to 12.4 & 12.6	Tender Prices	Not Applicable
2.	12.14	Customs Duty	Not Applicable
3.	13	Indian Agent	Not Applicable
4.	14.2 to 14.7	Firm Price/ Variable Price	Not Applicable
5.	52.2	Purchaser's Samples	Not Applicable
6.	52.4	Testing of Samples	Not Applicable
7.	52.5	Validation/ Prolonged Trials	Not Applicable
8.	52.6	Parameters Settings and duration of Validation Tests	Not Applicable
9.	53	Expression of Interest (EOI) Tenders	Not Applicable
10.	54	Tenders for Disposal of Scrap	Not Applicable
11.	55	Development and indigenization Tenders	Not Applicable

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

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

1.1. Definitions and Interpretation:

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



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- xi.) "Writing" or "Written" includes matter either in whole or in part in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal, as the case may be.
- xii.) Words in the singular include the plural and vice-versa.
- xiii.) Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- xiv.) The heading of these conditions shall not affect the interpretation or construction thereof.
- xv.) Terms and expressions not defined herein shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.
- xvi.) PARTIES: The parties to the contract are the "Contractor" and the "Purchaser", as defined above;
- xvii.) "Tender" means quotation/bid received from a firm/supplier.
- xviii.) "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant etc. which the supplier is required to supply to BNPM under the contract. Other homologous terms are: Stores, Materials etc.
- xix.) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- xx.) "Earnest Money Deposit" (EMD) means monetary guarantee to be furnished by a Tenderer along with its tender.
- xxi.) "Performance Security" means monetary guarantee to be furnished by the successful Tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit or Performance Bank Guarantee.
- xxii.) "Consignee" means the person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.
- xxiii.) "Specification" or "Technical Specification" means the drawing/ document/ standard that prescribes the requirement to which product or service has to conform.
- xxiv.) "Inspection" means activities such as measuring, examining, testing, analyzing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- xxv.) "Day" means calendar day.



1.2. Abbreviations:

Acronyms	Abbreviations
"AAEC"	means "Appreciable Adverse Effect on Competition" as per Competition Act
"BG"	Bank Guarantee
"BL or B/L"	Bill of Lading
"CD"	Custom Duty
"CIF"	Cost ,Insurance and Freight Included
"MD"	Managing Director
"CPSU"	Central Public Sector Undertaking
"CST"	Central Sales Tax
"DDO"	means Direct Demanding Officer
"DGS&D"	in Rate Contracts means Directorate General of Supplies and Disposals
"DP"	Delivery Period
"ECS"	Electronic clearing system
"ED"	Excise Duty
"EMD"	Earnest money deposit
"EOI"	Expression of Interest (Tendering System)
"ERV"	Exchange rate variations
"FAS"	Free alongside shipment
"FOB"	Free on Board
"FOR"	Free on Rail
"GCC"	General Conditions of Contract
"GIT"	General Instructions to Tenderers
"GST"	Goods and Services Tax which will replace Sales Tax
"H1, H2 etc"	means First Highest, Second Highest Offers etc. in Disposal Tenders means
"Incoterms"	International Commercial Terms, 2010 (of ICC)
"L1. L2 etc"	First or second Lowest Offer etc.
"LC"	Letter of Credit
"LD or L/D"	Liquidated Damages
"LSI"	Large Scale Industry
"NIT"	Notice Inviting Tenders.

Acronyms	Abbreviations
"NSIC"	National small industries corporation
"PQB"	Pre-qualification bidding
"PSU"	Public Sector Undertaking
"PVC"	Price variation clause
"RC"	Rate contract
"RR or RIR"	Railway Receipt
"SBD" or "T Document"	(Standard) BID / Tender Document
"SCC"	Special Conditions of Contract
"SIT"	Special Instructions to Tenderers
"BNPM"/Purchaser	Bank Note Paper MILL India Private Limited
Consultant/Engineer/Engineer in Charge	TATA Consulting Engineers Limited
"SSI"	Small Scale Industry
"ST"	Sales Tax
"VAT"	Value Added Tax

2. Application

- 2.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract (SCC) prescribed under Section V of this document.
- 2.2 General Conditions of the contract shall not be changed from one tender to other.
- 2.3 Other Laws and Conditions that will govern the Contract:
Besides GCC and SCC following conditions and Laws will also be applicable and would be considered as part of the contract:
- Indian Contracts Act, 1872
 - Sale of Goods Act, 1930
 - Arbitration and Conciliation Act, 1996
 - Competition Act, 2002 as amended (Amendment Act), 2007
 - Contractor's Tender Submissions including Revised Offer during Negotiations if any
 - Conditions in other parts of the Tender Documents
 - Correspondence including counter-offers if any; between the Contractor and BNPM during the Tender Finalization
 - Notification of award and Contract Documents

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<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> <p>4. Patent Rights</p> <p>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.</p> <p>5. Country of Origin</p> <p>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.</p> <p>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.</p> <p>6. Performance Bond/ Security</p> <p>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.</p>		



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<p>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:</p> <p>a) Account Payee Demand Draft drawn on any commercial bank in India, in favour Bank Note Paper Mill India Private Limited.</p> <p>b) Bank Guarantee issued by a commercial bank in India, in the prescribed form as provided in this document.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>7. Technical Specifications and Standards</p> <p>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 and Quality Control Requirements of this tender document.</p> <p>8. Packing and Marking</p> <p>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.</p> <p>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 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.</p> <p>8.3 Packing instructions:</p> <p>Unless otherwise mentioned in the Technical Specification and Quality Control Requirements and in SCC under this document, 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:</p> <p>a) Contract number and date</p> <p>b) Brief description of goods including quantity</p>		



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- c) Packing list reference number
- d) Country of origin of goods
- e) Consignee's name and full address and
- f) Supplier's name and address

9. Inspection and Quality Control

- 9.1 BNPM and/ or its nominated representative(s) will, without any extra cost to BNPM, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. BNPM shall inform the supplier in advance, in writing, BNPM's programme for such inspection and also the identity of the officials to be deputed for this purpose.
- 9.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to BNPM's inspector at no charge to BNPM.
- 9.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, BNPM's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to BNPM and resubmit the same to BNPM's inspector for conducting the inspections and tests again.
- 9.4 In-case of re-inspection because of rejection of goods at first scheduled inspection due to non-conformity of goods to specifications or for any other reason attributable to the supplier, costs of the inspector(s), from second inspection onwards, towards travel & boarding shall be to vendor's account.
- 9.5 In case the contract stipulates pre-despatch inspection of the ordered goods at suppliers premises, the supplier shall put up the goods for such inspection to BNPM's inspector well ahead of the contractual delivery period, so that BNPM's inspector is able to complete the inspection within the contractual delivery period.
- 9.6 If the supplier renders the goods to BNPM's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to BNPM under the terms & conditions of the contract.
- 9.7 BNPM's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by BNPM's inspector during pre-despatch inspection mentioned above.
- 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



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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 tender (as applicable). – **NOT 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.



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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 this tender document 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):

- i. Supplier's Invoice indicating, inter alia description and specification of the



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goods, quantity, unit price, total value

ii. Packing list

iii. Insurance certificate

iv. Railway receipt/Consignment note

v. Manufacturer's guarantee certificate and in-house inspection certificate

vi. Inspection certificate issued by BNPM's inspector, if applicable

vii. Expected date of arrival of goods at destination and

viii. 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:

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

ii. Original Invoice

iii. Packing List

iv. Certificate of Origin from Seller's Chamber of Commerce

v. Certificate of Quality and current manufacture from OEM

vi. Dangerous Cargo Certificate, if any.

vii. Insurance Policy of 110% if CIF contract.

viii. 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



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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:

- Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for BNPM,
- Mode of packing
- Incidental services to be provided by the supplier
- Mode of dispatch
- Place of delivery, and
- 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



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adjustment made by BNPM, the supplier shall convey its views to BNPM within twenty one days from the date of the supplier's receipt of BNPM's amendment/modification of the contract.

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

20. Prices

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

21. Taxes and Duties

- 21.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to BNPM.
- 21.2 Further instruction, if any, shall be as provided in the SCC.

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

- 22.1 Unless otherwise specified in SCC, usual payment term is 100% on receipt and acceptance of goods by the Purchaser and on production of all required documents by the supplier.
- 22.2 For Domestic Goods: Unless otherwise specified in the SCC, payments to suppliers are usually made by account payee cheque or through ECS only.
- 22.2.1 Where the terms of delivery is FOR dispatching Station, the payment terms depending on the value and nature of the goods, mode of transportation etc. maybe - 60% to 90% (as specified in SIT) on proof of dispatch and other related documents and balance on receipt at site and acceptance by the consignee.
- 22.2.2 Where the terms of delivery is CIF destination/delivery at site/FOR destination, usual payment term is 100% on receipt and acceptance of goods by the consignee and on production of all required documents by the supplier.
- 22.2.3 Where goods to be supplied also need installation and commissioning by the supplier, the payment terms are generally as under:
- a) For a contract with terms of delivery as F.O.R. dispatching station
 - i) 60% on proof of despatch along with the other specified documents.
 - ii) 30% on receipt of the goods at site by the consignee and balance
 - iii) 10% on successful installation and commissioning and acceptance by the Purchaser.
 - b) For a contract with terms of delivery as CIF destination/ Delivery at site/ FOR destination
 - i) 90% on receipt and acceptance of goods by the consignee at destination and on production of all required documents by the supplier.



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<p>ii) 10% on successful installation and commissioning and acceptance by the consignee.</p> <p>22.3 For Imported Good: Unless otherwise specified in SCC, payments are made through an irrevocable Letter of Credit (LC).</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>22.4 Unless specified otherwise in the SCC, the following general conditions will apply for payment to the supplier.</p> <p>22.5 The payment shall be made in the currency/ currencies authorized in the contract.</p> <p>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.</p> <p>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.</p> <p>22.7 The important documents which the supplier is to furnish while claiming payment are:</p> <p>a) Original Invoice</p> <p>b) Packing List</p> <p>c) Certificate of country of origin of the goods from seller's Chamber of Commerce.</p> <p>d) Certificate of pre-dispatch inspection by BNPM's representative/ nominee</p> <p>e) Manufacturer's test certificate</p> <p>f) Performance/ Warrantee Bond</p> <p>g) Certificate of Insurance</p> <p>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</p> <p>i) Consignee's Certificate confirming receipt and acceptance of goods</p> <p>j) Dangerous Cargo Certificate, if any, in case of Imported Goods.</p>		



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k) Any other document specified.

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

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

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

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

23. Delay in the supplier's performance

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

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

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

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



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<p>contractual obligations by issuing an amendment to the contract.</p> <p>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:</p> <ul style="list-style-type: none"> 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. <p>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.</p> <p>24. Liquidated damages</p> <p>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.</p> <p>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.</p> <p>24.3 If the equipment/system while testing, in accordance with the performance requirement of the Contract, fails to meet those performance parameters, the damages suffered by the purchaser may not quantified in terms of money with any reasonable certainty. Therefore any Liquidated damage set forth in the Contract shall represent a reasonable determination of the amount of damage that the</p>		



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<p>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.</p> <p>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.</p> <p>25. Custody and Return of BNPM Materials/ Equipment Documents loaned to Contractor</p> <p>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.</p> <p>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.</p> <p>26. Termination for default</p> <p>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.</p> <p>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.</p> <p>26.3 Unless otherwise instructed by BNPM, the supplier shall continue to perform the contract to the extent not terminated.</p> <p>27. Termination for insolvency</p> <p>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.</p> <p>28. Force Majeure</p> <p>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</p>		



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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:

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



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recipient or the effective date specifically mentioned in the notice, whichever is later.

32. Code of Ethics

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

- a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- b) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- c) "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non-competitive levels; and
- d) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property, procurement process or affect the execution of a contract.
- e) A particular violation of ethics may span more than one of above mentioned unethical practices.

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

- a) A proposal for award will be rejected if it is determined that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.
- b) A contract will be cancelled if it is determined at any time that BNPM representatives/officials have directly or indirectly, engaged in corrupt, fraudulent collusive or coercive practices during the procurement or the execution of that contract.
- c) In case any individual staff is found responsible, suitable disciplinary proceedings should be initiated against such staff under the applicable conduct rules. The existing provisions under the Indian law including the instructions of Central Vigilance Commission should be followed in this regard.
- d) Firms or individuals shall be banned/ blacklisted after following due process, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a BNPM contract, if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a BNPM contract.

33. Resolution of disputes

33.1 If dispute or difference of any kind shall arise between BNPM and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve



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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 Clauses:- 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.

36. Integrity Pact:

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



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)

SI No	GCC Clause No	Topic	Substitution/ Replaced by
1	6.1	Performance Bond/ Security	1
2	10	Terms of Delivery	2
3	18	Sub-contracts	3
4	22, 22.1, 22.2, 22.3, 22.4, 22.6	Terms and Mode of Payments	4
5	24	Liquidated Damages	5

Following clauses in GCC are not applicable

1	11.3	Transportation of Goods	Not Applicable
2	36.1	Integrity Pact	Not Applicable

1. Performance Bond/ Security:

Within ten (10) days after the issue of notification of award by BNPM, the supplier shall furnish performance security to BNPM for an amount equal to ten percent (10%) of the total value of the contract, valid till the defects liability period and claim period of 2 months thereafter.

2. Terms of Completion of Work:

The entire construction work shall be completed within a time period of three (03) months from the date of receipt of LOI/ work order.

3. Sub-contracting of the work:

The contractor will not be allowed to assign and/ or transfer his/ their obligation or benefit under the contracts either in full or in part to other agencies.

4. Terms and Mode of Payments:

The CONTRACTOR shall be paid by the OWNER from time to time on actual measurement basis and by instalments under Interim Certificates to be issued by the CONSULTANT/BNPM to the CONTRACTOR on account of the works executed when in the opinion of the CONSULTANT, work to the approximate value of Work of Rs.12 Lakhs for Interim Certificates (or less at the reasonable

discretion of the CONSULTANT or OWNER) has been executed in accordance with this contract.

100% of the claimed amount will be paid to the vendor on every certified running account bill.

Payments to suppliers shall be made by account payee cheque or through ECS in INR only.

5. Liquidated Damages:

- i. Delivery and completion dates are binding on the vendor and no variation of delivery & completion dates can be permitted except with prior written permission from the purchaser.
- ii. If the supplier fails to deliver any/ 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 0.5% (half) percent of the delivered price of delayed goods and/ services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of 10% of the delayed goods' or services' contract price(s). During the above mentioned delayed period of supply/ performance, the conditions incorporated under GCC sub-clause 23.4 shall also apply.

6. Price:

Bidder should quote the price taking into consideration of all taxes & duties. Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to BNPM.

7. Important Conditions to Bidders:

i.	Defects Liability Period	The Defect Liability Period for the works (including the materials incorporated therein within the CONTRACTOR's scope of supply) shall unless otherwise specified be 12 months from the date of issue of the Completion Certificate. The CONTRACTOR shall, at his own cost and initiative, correct, repair and/ or rectify any and all defect(s) and/ or imperfect work performed and/ or materials, components or other items incorporated therein within the CONTRACTOR's scope of supply as shall be discovered during the Defect Liability Period.
ii.	Period of Final Measurement	1 months from the date of virtual completion
iii.	Date of Commencement of Work	Within 10 days of issue of LOI

iv.	Date of Completion	3 months from the date of issue of LOI
v.	Liquidated Damage	@ 0.5% per week subject to maximum of 10% of the contract value.
vi.	Value of works for interim certified running account payment	Rs. 12 Lakhs (100% for certified running account bill amount shall be paid)
vii.	Security Deposit (as BG)	10% of Contract value (valid upto defect liability period with claim period of 2 months thereafter)
viii.	Period of honouring certificates of payment	15 days for running bills & 1 month for final bills

- ix. Contractor shall have to make own arrangement of power supply for cutting of slabs, posts etc. Water source may be provided at one location.
- x. Before commencing, the necessary site grading is to be made by clearing the plants, shrubs or obstacles, if any, by the contractor.
- xi. Proper access to the work place, storage of construction materials & equipment, and security arrangements for the same shall be made by contractor on their own.
- xii. Erection process shall conform to the requirements of project specifications/ relevant standards.
- xiii. Precast concrete element will be transported to site after the approval by BNPM/ TCE (Tata Consulting Engineers Limited).
- xiv. Site survey should be carried out for all site dimensions, axis locations, and to meet project requirements.
- xv. All works shall comply with standard procedures/ instructions.

The contractor has to clear the site/ area where mechanical and electrical erection work is to be commenced or is in progress. Within 24 hours' notice, the contractor shall remove all construction material and equipment lying in the vicinity that causes obstruction to the erection work.

LOR	BANK NOTE PAPER MILL PRIVATE LIMITED	SECTION: VI
	LIST OF REQUIREMENT	SHEET 1 OF 1

S.No	Brief Description of Goods/Services	Quantity with units	Earnest Money Deposit
1	Construction of Prestressed Precast Compound Wall along the BNPM Boundary Line at Project Site, Mysore.	As per attached Annexure-A (Bill of Quantity)	Rs.46,000/- (Rupees Forty Six Thousand only)

Place of Delivery:

Bank Note Paper Mill India Private Limited
Note Mudran Nagar
Mysore-570003



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TS	BANK NOTE PAPER MILL PRIVATE LIMITED	SECTION: VII
	TECHNICAL SPECIFICATIONS	SHEET 1 OF 2

1. Technical Specifications are in accordance with Annexure A (Bill of Quantity).

2. Applicable Codes:

- i. IS 278 -2009 - Galvanized steel barbed wire for fencing-specifications.
- ii. IS 1597-1 – Construction of Stone masonry.
- iii. IS 2395-1- Painting works.
- iv. IS 456-2000 – Plain & RCC works.



QCR	BANK NOTE PAPER MILL PRIVATE LIMITED	SECTION: VIII
	QUALITY CONTROL REQUIREMENT	SHEET 1 OF 1

Quality Control Requirements for Construction of Prestressed Precast Compound

Wall:-

1. **Quality:** Quality is the essence of this tender. The bidder shall supply the material as per the specification/ Grade mentioned in **Technical Specification**. The material supplied will be inspected by Consultant/BNPM. Quantity as ascertained on receipt of above material at our site will be treated as quantity supplied wherever the package/ materials are received intact. For each supply/ consignment, test/ quality certificate should be sent without fail. **Regarding quality, BNPM Mysore site report will be final and decision on acceptance or rejection will be final and binding on the vendor.**



The pre-qualification criteria for the same are given as under:

Individual/ firm/ company/ corporate other than limited company intending to bid should be bonafide, experienced, technically competent, resourceful and financially sound to carry out the assigned order.

The bidder should be:-

- a) Registered under VAT/ CST.
- b) Having valid permanent Income Tax A/c No. as allotted by the Income Tax Authority of Government of India.
- c) Not blacklisted/ debarred by BNPM/ Bharatiya Reserve Bank Note Mudran (P) Limited (BRBNMPL) / Security Printing & Minting Corporation of India Limited (SPMCIL) or any Govt. Departments and

d) **The detailed qualifying criteria are furnished below:**

1) Experience & Past Performance:

- i. One civil construction works costing not less than the amount of Rs.18,40,000/- (Rupees Eighteen Lakhs and Forty Thousand only) in the last 3 years up to 30.04.2015.

Or

- ii. Two civil construction work or repair and renovation work costing not less than the amount of Rs.11,50,000/- (Rupees Eleven Lakhs Fifty Thousand only) in the last 3 years up to 30.04.2015.

Or

- iii. Three civil construction work or repair and renovation work costing not less than the amount of Rs.9,20,000/- (Rupees Nine Lakhs and Twenty thousand only) in the last 3 years up to 30.04.2015.

Similar works means the bidder should have experience in the field of pre-stressed precast compound wall.

2) Financial Standing:-

- (i) Bidder Firms should not have suffered any financial loss for more than one year during the last three years ending 31.03.2014.
- (ii) The net worth of the firm should not have eroded by more than 30% in the last three years ending 31.03.2014.
- (iii) Average annual turnover of the bidder firm during last three years ending 31.03.2014 should be more than Rs.6,90,000/- (Rupees Six Lakhs Ninety Thousand only).

(Bidder shall qualify all the technical, financial and other pre-qualification criteria)



Note -1:

All experience, past performance and capacity/ capability related/ data should be certified by the authorised 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.

Note- 2:**Documents to be submitted in support of Pre-qualification Criteria**

The following documents should be submitted by the firm to prove the pre-qualification criteria.

- a) Company's Profile including details along with copy of following documents:
 - a) Certificate of Incorporation/ Registration
 - b) Constitution of business, in case of business in individual name
 - c) Partnership deed, in case of partnership
 - d) Memorandum of Association and Articles of Association, in case of Limited company
 - e) Memorandum of Association by corporate other than Limited company
- b) In support of technical standing copy of purchase order/ work order/ agreement and/ or work completion certificate issued by competent authority of the customer duly certified by authorised signatory.
- c) In support of financial standing, copies of audited balance sheets and Profit & Loss account should be certified by authorised signatory. In case of unaudited balance sheet, same should be certified by certified accountant's e.g. Chartered Accounts (CA) in India and Certified Public Accountant/ Chartered Accountants of other countries.
- d) Declaration that the firm has not been blacklisted/ debarred by BNPMIPL/ BRBNMPL/ SPMCIL or any Govt. Departments duly signed by authorised signatory. (Annexure 1)
- e) Compliance Format (Annexure 2)
- f) Copies of PAN, VAT/ CST and Professional Tax Certificates etc. to be submitted along with the bid.
- g) Format for the annexures indicated in the preceding paragraphs are available in section XX which the bidder may refer to.
- h) Any other relevant document the firm wishes to submit

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

TF**BANK NOTE PAPER MILL INDIA PRIVATE LIMITED**

SECTION: X

(ACCEPTANCE OF TERMS & CONDITIONS)

SHEET 1 OF 1

To

Date _____

Bank Note Paper Mill India Private Limited

First Floor, SR Complex,

#2 Thavarekere Main Road, S.G Playa

Bangalore 560 029

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

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

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

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

We agree to keep our tender valid for acceptance for a period up to -----, 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

Bidder shall use this covering letter while submitting the offer.

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BANK NOTE PAPER MILL INDIA PRIVATE LIMITED

SECTION XI

SCHEDULE OF PRICE

SHEET 1 OF 1

Note:

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

QUEST	BANK NOTE PAPER MILL INDIA PRIVATE LIMITED	SECTION: XII
	QUESTIONNAIRE	SHEET 1 OF 1

The tenderer should furnish specific answers to all the questions/ issues mentioned below. In case a question/ issue do 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, it's tender will be liable to be ignored.

1. Brief description of goods and services offered:
2. Offer is valid for acceptance up to
3. Your permanent income tax A/c no. as allotted by the Income Tax Authority of Government of India
(Please attach certified copy of your latest/ current Income Tax clearance certificate issued by the above authority)
4. Status:
 - a) 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 for the goods quoted? If so, indicate the date upto which you are registered and whether there is any monetary limit imposed on your registration.
 - b) 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.
5. Please indicate name & full address of your Banker(s)
6. Please state whether business dealings with you currently stand suspended/ banned by any Ministry/ Dept of Government of India or by any State Govt.

.....

.....

(Signature with date)

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

For and on behalf of

.....

.....

(Name, address and stamp of the tendering firm)

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BG- EMD	BANK NOTE PAPER MILL INDIA PRIVATE LIMITED	SECTION: XIII
	BANK GUARANTEE FORM FOR EMD	SHEET 1 OF 1

Beneficiary:

Bank Note Paper Mill India Private Limited
First Floor, S. R. Complex, #2, Thaverekere Main
Road, S. G. Palya, DRC Post, Bangalore 560
029

Whereas.....(hereinafter called the "Tenderer") has submitted its quotation dated.....for the supply of..... (herein after 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 offor 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 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 (i.e. upto) 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



MAF	BANK NOTE PAPER MILL INDIA PRIVATE LIMITED	SECTION: XIV
	MANUFACTURER'S AUTHORIZATION FORM	SHEET 1 OF 1

NOT APPLICABLE



BG-PS	BANK NOTE PAPER MILL INDIA PRIVATE LIMITED	SECTION: XV
	BANK GUARANTEE FORM FOR PERFORMANCE SECURITY	SHEET 1 OF 1

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
First Floor, S. R. Complex, #2, Thaverekere Main Road,
S. G. Palya, DRC Post, Bangalore 560 029

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 Forty Five days after the completion 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, authorisation/ signature no. and designation of the officer

Seal, name & address of the Bank and address of the Branch



CF**BANK NOTE PAPER MILL INDIA PRIVATE LIMITED**

SECTION: XVI

CONTRACT FORM

SHEET 1 OF 2

(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.
 - (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 -IV - '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:

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

Any other additional services (if applicable) and cost thereof:



CF**BANK NOTE PAPER MILL INDIA PRIVATE LIMITED**

SECTION: XVI

CONTRACT FORM

SHEET 2 OF 2

(i) Total value (in figure)- -- -- (In words)

(ii) Delivery schedule

(iii) Details of Performance Security

(iv) Quality Control-

(a) Mode(s), stage(s) and place(s) of conducting inspections and tests.

(b) Designation and address of BNPMIPL's inspecting officer

(v) Destination and despatch instructions

(vi) Consignee, including port consignee, if any

(vii) Warranty clause

(viii) Payment terms

(ix) Paying authority

(Signature, name and address of BNPM's authorized official)

For and on behalf of

Received and accepted this contract.....

(Signature, name and address of the supplier's executive duly authorized to sign on behalf of the supplier)

For and on behalf of.....

(Name and address of the supplier)

(Seal of the supplier)

Date:

Place:



	BANK NOTE PAPER MILL INDIA PRIVATE LIMITED	SECTION: XVII
LOA	LETTER OF AUTHORITY FOR ATTENDING A BID OPENING	SHEET 1 OF 1

(Refer to clause 24.2 of GIT)

The General Manager

Address

Subject: Authorization for attending bid opening on---- - ---(date) in the Tender of

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf (Bidder) in order of preference given below.

Order of Preference	Name	Specimen Signatures
1.		
2.		
Alternate Representative		
Signature of Bidder or Officer authorised to sign the bid on behalf of Bidder		

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not produced.



SA

BANK NOTE PAPER MILL INDIA PRIVATE LIMITED

SECTION:XVIII

SHIPPING ARRANGEMENTS FOR LINER CARGOES

SHEET 1 OF 1

NOT APPLICABLE TO THIS TENDER DOCUMENT



PB

BANK NOTE PAPER MILL INDIA PRIVATE LIMITED

SECTION:XIX

PROFORMA OF BILLS FOR PAYMENTS

SHEET 1 OF 1

NOT APPLICABLE



APQ	BANK NOTE INDIA PAPER MILL PRIVATE LIMITED	SECTION: XX
	APPLICATION- PRE-QUALIFICATION	SHEET 1 OF 5

**Instructions to the Applicants for Furnishing Information
As A Part of Pre-Qualifications Tender Notice**

1. Intending applicants are required to submit their full bio-data giving details about their organization, location of manufacturing units, experience, technical personnel in their organization, spare capacity competence and adequate evidence of their financial standing etc. in the enclosed format which will be kept confidential.
2. While deciding upon the selection of firms, great emphasis will be given on the ability and competence of applicants to do good quality works within the specified time schedule and in close coordination with other agencies, besides the rate structure of the items.
3. Decision of the Company in regard to selection of firms for issue of tender forms will be final. The Company is not bound to assign any reason thereof.
4. The application shall be signed by person / persons on behalf of the organization having necessary authorization / Power of Attorney to do so.
5. If the space in the proforma is insufficient for furnishing full details, such information may be supplemented on separate sheets of paper stating therein the part of the proforma and serial number. Separate sheets shall be used for each part.
6. Any letter or document accompanying the pre-qualification tender form shall be submitted in duplicate.
7. Applications containing false and /or inadequate information are liable for rejection.



APQ	BANK NOTE INDIA PAPER MILL PRIVATE LIMITED	SECTION: XX
	APPLICATION- PRE-QUALIFICATION	SHEET 2 OF 5

To:

Managing Director
Bank Note Paper Mill India Private Limited
SR Complex, #2, Thaverekere Main Road,
SG Palya, DRC Post
Bangalore 560 029

I / We have read and understood the Pre-qualification tender notice and instructions to the applicants and apply herewith for pre-qualification. . I / We furnish the information in the prescribed format including supplementary sheets fromfor your consideration. I/We do declare that the information furnished is correct and true to the best of my/our knowledge and belief.

Yours faithfully,

Signature _____

Name _____

Designation _____

Address _____

Seal _____



APQ	BANK NOTE INDIA PAPER MILL PRIVATE LIMITED	SECTION: XX
	APPLICATION- PRE-QUALIFICATION	SHEET 3 OF 5

BASIC INFORMATION

1	Name of the applicant / organization and address of the registered office/business office.	
2	(a) Whether bidder is OEM (b) Address of the manufacturing facility in India (c) Annual Capacity of manufacturing facility	Yes / No
3	Type of the organization (whether Sole Proprietorship / Partnership / Private Limited / Limited or Cooperative Body etc).	
4	Name of the Proprietor / Partners / Directors of the Organization / Firm as the case may be.	(a) (b) (c)
5	Details of Registration – (whether Partnership firm, Company etc) – Name of Registering Authority, Date, Registration No etc.	
6	Whether registered with Government / Semi-Government / Municipal Authorities or any other Public Organization as a vendor and if yes provide details thereof.	
7	Experience in the field (Enclose documentary evidence)	_____ Years
8	Address of office through which the proposed work will be handled and the name and designation of the Officer-in-charge.	
9	Names of Bankers and their full addresses	
10	Whether any civil suit / litigation arisen in the contracts executed during the last five years / being executed now. If yes, please furnish the details in the proforma given below.	



Sl. No	Name of the project and employer	Nature of work	Work Order No. and Date	Present stage of work	Value of contract	Brief details of litigation
1						
2						
3						
4						

11. Details of Similar Works completed during last five years ending 31.03.2015.
Number of supplementary sheets attached.

SI No	Description of work including the capacity of the equipment	Name & Address of Customer	Work Order No/Agreement No with Date	Value of the Work	Date of Start & completion of the work
1					
2					
3					
4					
5					

(Enclose the Customer certificate/ Documentary evidence duly attested by authorised signatory)

12. Financial Details

SI No	Financial Year	Average Annual Turn Over (Rs)	Profit (Rs)	Loss (Rs)
1	2013-14			
2	2012-13			
3	2011-12			

(Enclose the certified/ audited copy of Profit and loss Account and Balance sheet as documentary evidence)



APQ	BANK NOTE INDIA PAPER MILL PRIVATE LIMITED	SECTION: XX
	APPLICATION- PRE-QUALIFICATION	SHEET 5 OF 5

13. Has the applicant been blacklisted/ debarred by BNPMIPL/ BRBNMPL /SPMCIL or any Govt. Departments. Yes/No

(If yes please provide the details.)


Signature of the Applicant _____

Name_____

Designation_____

Date_____

Stamp of the Organization_____



APQ	BANK NOTE INDIA PAPER MILL PRIVATE LIMITED	SECTION: XX
	APPLICATION- PRE-QUALIFICATION- DECLARATION	SHEET 1 OF 1

(To be submitted on the letterhead)

DECLARATION

We do hereby declare that we have not been blacklisted/ debarred by BNPMIPL/ BRBNMPL /SPMCIL or any Govt. Departments. The information provided above is correct and true to the best of my knowledge and belief. In case, at any time the information furnished is found to be false, you may disqualify/debar me/us as deemed fit.

Signature of the Applicant _____

Name _____

Designation _____

Date _____

Stamp of the Organization _____



APQ	BANK NOTE PAPER MILL INDIA PRIVATE LIMITED	SECTION: XX ANNEXURE-II
	COMPLIANCE FORMAT	SHEET 1 OF 1

SI No.	Description	Compliance
1	Application as per format (Annexure)	Submitted/Not submitted
2	Company's Profile	Submitted/Not submitted
3	Details and location of manufacturing units	Provided/Not provided
4	Customer Certificate/Documentary evidence in support of Technical pre-qualification criteria (Duly certified by signatory authority)	Enclosed/Not Enclosed
5	Certified Copy of Audited Balance Sheet , Profit and loss accounts FY 2014-15 FY 2013-14 FY 2012-13	Enclosed/Not Enclosed Enclosed/Not Enclosed Enclosed/Not Enclosed
6	Declaration that firm is not debarred/blacklisted (Annexure 1)	Enclosed/Not Enclosed
7	Compliance format (Annexure 2)	Enclosed/Not Enclosed

Signature of the Applicant _____

Name_____

Designation_____

Date_____

Stamp of the Organization_____



Annexure - A: BOQ for Prestressed Precast Compound Wall
Tender No.: BNPM/CO/PrecastCompoundWall/10/2015-16 Dated: 25 /05/2015

Sl. No.	Description	Unit	Quantity
1	Earthwork in excavation for RR masonry/concrete foundations/site grading by mechanical/manual means at site as per site grading in all classes of soils as per standard and carting away the excess excavated stuff remained after backfilling for filling in low lying areas upto lead of 1000m, for a depth of about 1.5m as directed by engineer.(excavation for pits and RR masonry)	cum	160
2	Earthwork in excavation for RR masonry/concrete foundations/site grading by mechanical/manual means at site as per site grading in soft/decomposed rock as per standard and carting away the excess excavated stuff remained after backfilling for filling in low lying areas upto lead of 1000m, for a depth of about 1.5m as directed by engineer.(excavation for pits and RR masonry)	cum	65
3	Earthwork in excavation for RR masonry/concrete foundations/site grading by mechanical/manual means at site as per site grading in hard rock as per standard and carting away the excess excavated stuff remained after backfilling for filling in low lying areas upto lead of 1000m, for a depth of about 1.5m as directed by engineer.(excavation for pits and RR masonry)	cum	35
4	providing and laying of Plain cement concrete mix 1:4:8 with 20mm down graded coarse aggregate under masonry foundations, foundations etc including shuttering, ramming levelling , curing etc complete. (rate shall be inclusive of cement and wastages etc)	cum	45
5	Providing and laying of Plain cement concrete mix 1:1.5:3 with 20mm down graded coarse aggregate for footings, foundations etc including ramming levelling, shuttering, curing etc complete. (rate shall be inclusive of cement and wastages etc)	cum	75
6	Providing and supplying Random Rubble (RR) masonry in cement mortar 1:8 with proper bonds for foundation walls below the precast compound wall as per drawing and as directed by engineer in charge with hard stones per specification including pointing, weep holes provision at every 2m c/c, curing, raking up the joints upto an average depth of 15 mm.	cum	225
7	Providing and laying of Damp proof course of concrete 1:2:4 above RR masonry of 50 mm thick coping with line, level and waterproofing chemical mixed thoroughly etc. complete as directed. (rate shall be inclusive of cement and wastages etc)	cum	25



Annexure - A: BOQ for Prestressed Precast Compound Wall
Tender No.: BNPM/CO/PrecastCompoundWall/10/2015-16 Dated: 25 /05/2015

Sl. No.	Description	Unit	Quantity
8	<p>Providing and constructing RCC Pre- Stressed pre cast compound wall of 6 ft to 12 feet Ht. ,50mm thick Pre stressed concrete panels supported by pre- stressed precast columns 150x150mm size with following further detailed specifications,</p> <p>1.The Size of pole used in making RCC wall be of size 6 "x6" in which the length of pole height will be 6 feet, 7feet,8feet,10 feet,11 feet,12 feet etc as per that of the wall, all poles of above size will be made of 7 wires of 3mm dia high carbon steel and providing insert plate at the top of 100mmx100mmx10mm with lugs welded to IP (Y angle fixing for barbed wire) .</p> <p>2. The panel RCC wall will be of size 7'x1'x2'', in which high carbon steel of 4 wires of 3mm dia are used.</p> <p>3. The foundation of pole to be casted in the ground or above ground as per site condition with the size of foundation be 2'x2'x2' in complete concrete of M20 grade. as per drawing .</p> <p>4.After fitting the panels in RCC Wall in both sides will be groove finished with cement paste.</p> <p>5. All joints to be neatly packed as directed engineer in charge.</p> <p>6. For casting the posts and slab panels should be made of M25 grade and shall be erected after allowing it for curing for a period of minimum 15 days.</p> <p>7. At turning junctions additional post have to erected without any extra claimings. The erection shall be carried out as directed by engineer in charge.</p>	Sq.mtr	2600
9	<p>Providing and fixing M.S. Angle for Barbed wire fencing 50x50x6mm as per approved design (Y shape), drawing including cutting steel sections and welding the same to required pattern with one coat of red lead primer and two coats of synthetic enamel paint of approved manufacture, colour, brand and shade cost of materials, fixtures, labour and etc complete at all heights as directed.(exculding cost of arbed wire)</p>	Kgs	1650
10	<p>Providing barbed GI wire fencing of 12x12 gauge drawn into stone pillars or iron pillars in seven rows including drawing in holes necessary (excluding the cost of iron pillars) including the cost of barbed wire and fixing of GI wire staples wire etc., complete.</p>	Rmtr	750



Price Schedule for Pre-Stressed Precast Compound Wall
Tender No. BNPM/CO/PrecastCompoundWall/10/2015-16 Dated 25/05/2015

Sl. No.	Description	Unit	Quantity	Unit Rate	Total
1	Earthwork in excavation for RR masonry/concrete foundations/site grading by mechanical/manual means at site as per site grading in all classes of soils as per standard and carting away the excess excavated stuff remained after backfilling for filling in low lying areas upto lead of 1000m, for a depth of about 1.5m as directed by engineer.(excavation for pits and RR masonry)	cum	160		
2	Earthwork in excavation for RR masonry/concrete foundations/site grading by mechanical/manual means at site as per site grading in soft/decomposed rock as per standard and carting away the excess excavated stuff remained after backfilling for filling in low lying areas upto lead of 1000m, for a depth of about 1.5m as directed by engineer.(excavation for pits and RR masonry)	cum	65		
3	Earthwork in excavation for RR masonry/concrete foundations/site grading by mechanical/manual means at site as per site grading in hard rock as per standard and carting away the excess excavated stuff remained after backfilling for filling in low lying areas upto lead of 1000m, for a depth of about 1.5m as directed by engineer.(excavation for pits and RR masonry)	cum	35		
4	Providing and laying of Plain cement concrete mix 1:4:8 with 20mm down graded coarse aggregate under masonry foundations, foundations etc including shuttering, ramming levelling , curing etc complete. (rate shall be inclusive of cement and wastages etc)	cum	45		
5	Providing and laying of Plain cement concrete mix 1:1.5:3 with 20mm down graded coarse aggregate for footings, foundations etc including ramming levelling, shuttering, curing etc complete. (rate shall be inclusive of cement and wastages etc)	cum	75		
6	Providing and supplying Random Rubble (RR) masonry in cement mortar 1:8 with proper bonds for foundation walls below the precast compound wall as per drawing and as directed by engineer in charge with hard stones per specification including pointing, weep holes provision at every 2m c/c, curing, raking up the joints upto an average depth of 15 mm.	cum	225		
7	Providing and laying of Damp proof course of concrete 1:2:4 above RR masonry of 50 mm thick coping with line, level and waterproofing chemical mixed thoroughly etc. complete as directed. (rate shall be inclusive of cement and wastages etc)	cum	25		



Price Schedule for Pre-Stressed Precast Compound Wall
Tender No. BNPM/CO/PrecastCompoundWall/10/2015-16 Dated 25/05/2015

Sl. No.	Description	Unit	Quantity	Unit Rate	Total
8	<p>Providing and constructing RCC Pre- Stressed pre cast compound wall of 6 ft to 12 feet Ht. ,50mm thick Pre stressed concrete panels supported by pre- stressed precast columns 150x150mm size with following further detailed specifications:</p> <p>1. The Size of pole used in making RCC wall be of size 6 "x6" in which the length of pole height will be 6 feet, 7feet,8feet,10 feet,11 feet,12 feet etc as per that of the wall, all poles of above size will be made of 7 wires of 3mm dia high carbon steel and providing insert plate at the top of 100mmx100mmx10mm with lugs welded to IP (Y angle fixing for barbed wire).</p> <p>2. The panel RCC wall will be of size 7'x1'x2", in which high carbon steel of 4 wires of 3mm dia are used.</p> <p>3. The foundation of pole to be casted in the ground or above ground as per site condition with the size of foundation be 2'x2'x2' in complete concrete of M20 grade. as per drawing.</p> <p>4. After fitting the panels in RCC Wall in both sides will be groove finished with cement paste.</p> <p>5. All joints to be neatly packed as directed engineer in charge.</p> <p>6. For casting the posts and slab panels should be made of M25 grade and shall be erected after allowing it for curing for a period of minimum 15 days.</p> <p>7. At turning junctions additional post have to erected without any extra claimings. The erection shall be carried out as directed by engineer in charge.</p>	Sq.mtr	2600		
9	<p>Providing and fixing M.S. Angle for Barbed wire fencing 50x50x6mm as per approved design (Y shape), drawing including cutting steel sections and welding the same to required pattern with one coat of red lead primer and two coats of synthetic enamel paint of approved manufacture, colour, brand and shade cost of materials, fixtures, labour and etc complete at all heights as directed.(exculding cost of barbed wire)</p>	Kgs	1650		
10	<p>Providing barbed GI wire fencing of 12x12 gauge drawn into stone pillars or iron pillars in seven rows including drawing in holes necessary (excluding the cost of iron pillars) including the cost of barbed wire and fixing of GI wire staples wire etc., complete.</p>	Rmtr	750		
				Total	
Grand Total (Inclusive of all Taxes & Duties)				(In Figure)	
				(In Words)	

