

**Tender for Supply of Adobe Software License at BNPM, Mysore**

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**(e-Tender)**

**BANK NOTE PAPER MILL INDIA PRIVATE LIMITED**  
**Administrative Building,**  
**Gate 1, Paper Mill Compound**  
**Note Mudran Nagar, Mysuru 570003**  
**Phone: 0821-2401 111/184/180/177, FAX: 0821- 2401120**

**Website: [www.bnpmindia.com](http://www.bnpmindia.com); Email: [scm.tender@bnpmindia.com](mailto:scm.tender@bnpmindia.com)**

**Not Transferable**  
**Security Classification: Non-security**

**TENDER DOCUMENT FOR SUPPLY OF ADOBE SOFTWARE LICENSES AT BNPM PLANT, MYSURU**

**e-Tender No. BNPM/OTE/ADOBE/0238/2022-23 dated 07.07.2022**

**This tender document contains 16 pages**

**The tender documents is issued to**

**M/s.**

**Address \_\_\_\_\_**

**Details of Contact person in BNPMIPL regarding this tender:**

**Address: Bank Note Paper Mill India Private Limited**  
**Administrative Building**  
**Gate 1, Paper Mill Compound**  
**Note Mudran Nagar, Mysuru – 570 003**  
**Telephone No. 0821 – 2401 111/184/180/177**

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## **SECTION I : NOTICE INVITING TENDER**

1. E-tenders are invited from eligible and qualified tenderers for supply of following goods:

<b>Schedule No.</b>	<b>Brief Description of Goods / Services</b>	<b>EMD**</b>	<b>Required Quantity (Nos)</b>
1.	Supply of Adobe Photoshop software for 12 Months	Rs. 3,000/-	As per Section III
2.	Supply of Adobe Illustrator Software for 12 Months		
3.	Supply of Acrobat Pro DC Software 12 Months		

**\*\*For MSE Bidders:** Submission of EMD is exempted for Micro and small enterprises (MSEs) as per the Public Procurement Policy for MSEs Order, 2012. MSEs should be registered and also will continue to remain registered during the tender validity period with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or Directorate of Handicrafts and Handlooms or UDYAM Registered or Any other body specified by Ministry of MSME. Document: Valid NSIC / KVIC / KVIB / DIC / UDYAM Registration certificate and Bid Security Declaration as per Annexure C is to be submitted by MSE bidders for EMD exemption. For Non MSE bidders: Declaration for being non MSE and confirmation for submission of EMD may be submitted.

Type of Tender (Two Bid / PQB / EOI / RC / Development / Indigenization / Disposal of Scrap / Security item etc.	<b>Two Bid System</b> (Part-I Techno-commercial bid & Part-II Financial /Price Bid)
<b>Tender Processing Fee</b>	<b>Rs. 250/- + taxes (to be paid online)</b>
Bid submission mode	Online Through e-tendering portal <a href="http://www.tenderwizard.com/BNP">www.tenderwizard.com/BNP</a> .
Closing date and time for receipt of tenders	<b>14.07.2022; 1500 Hrs.</b>

- Interested bidders may obtain further information about this requirement from the above office selling the documents. They may also visit our website [www.tenderwizard.com/BNP](http://www.tenderwizard.com/BNP) mentioned above for further details.
- Aspiring Bidders/Contractors who have not registered in e-tendering should register through the website E – Tendering ([www.tenderwizard.com/BNP](http://www.tenderwizard.com/BNP)) for participating in the Online Tenders. The registration charges will be Rs. 500/- plus applicable taxes (per year) which needs to be paid through electronic mode only.
- For details, registration and e-payment, please visit e-tendering website [www.tenderwizard.com/BNP](http://www.tenderwizard.com/BNP) or contact KEONICS help desk @ 080-40482000.
- The NIT Form with standard tender documents will be accessible in the e-Tendering website (viz [www.tenderwizard.com/BNP](http://www.tenderwizard.com/BNP)).
- Class III Digital Signature Certificate (DSC) is mandatory to participate in e-Tenders. Participating bidders/Contractors have to make sure that they have the valid DSC. If not, they can procure from any of the firm as approved by CCA.
- The tenderer shall satisfy BNPMIPL that they are competent and authorized to submit tender and/or to enter into a legally binding contract with the BNPMIPL. To this effect, any person giving

a tender shall render documentary evidence that his signature on the tender submitted by him is legally binding upon himself, his firm or company as the case may be

7. For those tenderers whose technical bids do not satisfy the eligibility criteria, their financial Bids will not be opened.
8. In the event of any of the above mentioned dates being declared as a holiday/ closed day for the purchase organization, the tenders will be sold / received / opened on the next working day at the appointed time.
9. BNPM reserves the right to cancel the tender at any stage without assigning the reasons thereof.
10. The tender documents are not transferable.

Yours faithfully,

For and on behalf of BNPMIPL

Assistant General Manager

## **SECTION II : TERMS AND CONDITIONS OF THE TENDER**

1. Tenders are to be uploaded on e-tendering portal [www.tenderwizard.com/BNP](http://www.tenderwizard.com/BNP) only in Two-part bid system.
2. **Part-I – Prequalification Bid & Techno-commercial Bid**: Scanned copy of technical offer (catalogue/brochure etc.), GST, PAN, Bank details etc., along with all sections & annexures of this tender.  
  
ii) **Part II – Price Bid**:  
Price shall be furnished through e-portal only.  
Price offer submitted in any other format will be liable for rejection.
3. **Delivery Schedule**: Successful bidder shall complete supply & activation of adobe licenses within **4 weeks** from the date of issue of PO/WO.
4. **Validity**: 1 Year
5. **Security Deposit / Performance Security**: - NA.
6. Parties who have been black listed /debarred by BNPMIPL/BRBNMPL/SPMCIL or any PSU or any Government Departments are not eligible for submission of this tender.
7. Bidder may visit BNPMIPL, before submitting the offer after taking due permission for visiting to understand the requirements.
8. No counter conditions shall be accepted.
9. Bidders are advised to write the page number on each page of the Technical Bid documents submitted.
10. The BNPMIPL reserves the right to accept the offer by individual items and reject any or all tenders without assigning any reason thereof and does not bind itself to accept lowest quotations.
11. Manufacturer's name and country of origin of materials offered must be clearly specified. Please quote whether your organization is large scale industry or small scale industry. If you have NSIC/MSE/MSI/DGS&D Certificate, please attach it to the quotation. Mention your registration details.
12. Complete details and ISI specification if any must accompany the quotation. Make/brand of the item shall be stated wherever applicable. If you have got any counter offer as suitable to the material required by us, the same may be shown separately.
13. All supplies are subject to inspection and approval before acceptance. Manufacturer/supplier warranty certificates and manufacturer/Government approved lab test certificate shall be furnished along with the supply, wherever applicable.
14. The BNPMIPL reserves the right to modify the quantity specified in this enquiry.
15. The prices quoted should be firm till the supplies are completed. Please quote the rates in words and figures. Rates quoted should be door deliver basis at destination including all charges otherwise the quotation is likely to be rejected. Prices quoted for free delivery at

destination (i.e., Mysore) will be given preference. If there is no indication regarding the FOR, in the quotation, then it will be considered as FOR destinations. Price quoted should be net and valid for a minimum period of three months from the date of opening of the quotation.

## 16. Evaluation of Bids:

(i) The technical bids shall be opened in the first instance and these bids shall be scrutinized and evaluated by the competent committee/ authority with reference to the parameters prescribed in the tender document. Subsequently, in the second stage the financial bids of only 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) All responsive tenderers shall be evaluated as per the terms & conditions of the tender.

ii) **Price Evaluation Criteria:** The method of evaluation of bidder for awarding the Contract shall be on consolidated grand total offered by the bidder and will be decided taking into consideration of the total offered price for delivery up to BNPM, Mysore.

(iii) The basis for arriving at the lowest responsive bidder shall be as per the price quoted for landed cost at Mysore including GST, packing & forwarding charges, freight, insurance and any other charges etc. and input credit shall be deducted to arrive at the effective price. Effective price shall be considered for arriving the lowest responsive bidder.

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

17. In case the items in the enquiry are covered by any rate contract or running contract finalised by the DGS&D or any other state or central Government, it should be specified in your quotation and accepted contract rates should also be mentioned. It should be confirmed whether you could supply at the RC rates outside rate contract.

18. Payment of GST is primarily the responsibility of the seller and will not be paid unless the percentage value is clearly mentioned in the quotations. If no indication regarding GST is recorded in the quotation, the GST will be considered as included.

19. Delivery period required for supplying the material should be invariably specified in the quotation.

20. **Liquidated Damage:** In case your quotation is accepted and order is placed on you, the supply against the order should be made within the period stipulated in the order. BNPMIPL reserves the right to recover any loss sustained due to delayed delivery by way of penalty. Failure to supply the material within the stipulated period shall entitle BNPM to impose liquidated damages without assigning any reasons @ 0.5% (Half Percent) of the total value of the item covered in order as LD per week or part thereof subject to a maximum of 5% (Five Percent) which you unconditionally and expressly agree to unless extension is obtained in writing from the office on valid ground before expiry of delivery period.

21. **Risk Purchase:** If the deliveries are not maintained and due to that account BNPM is forced to buy the material at your risk and cost from elsewhere after due notice to you, the loss or damage that may be sustained there by will be recovered from the defaulting supplier.
22. **Payment terms:** 100% (Hundred Percent) within 30 (Thirty) days on receipt, activation and acceptance of software license at our site.
23. **Settlement of Disputes through Arbitration:** All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after their completion except accepted matters shall be settled through arbitration process as per the Arbitration & Conciliation Act, 1996. The venue of arbitration shall be Mysore, Karnataka
24. **Legal Jurisdiction:** The Courts of Mysore (Karnataka State) shall alone have jurisdiction to decide on any legal matter of dispute whatsoever arising out or in respect of the contract.
25. **Force Majeure:** In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Contractor shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Unless otherwise directed by BNPM in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.
26. **Fore-Closure Clause:** If at any time during the continuation of this contract, the use of material ordered in this contract is completely banned or due to drastic change in Government policy its use as, raw material is discontinued or is declared hazardous to public health or cause rising to civil commotion, epidemics, wide-spread strikes and 21 days' notice of such eventualities is given by purchaser to the seller, the seller without any right to enforce the contract, will agree to the fore-close the performance of balance portion of this contract and in that event no claim for damages or loss will be lodged against the purchaser.
27. **Rights of Rejection:** BNPMIPL reserves the right to reject any or all the applied bids without assigning any reason whatsoever. The enquiry can be rejected on national security grounds.
28. **Preference for Micro and Small Enterprises (\*MSEs):** Public procurement policy for Micro and Small Enterprises (MSEs) order, 2012 as notified by Govt of India (GOI) along with its amendments as available in [www.msme.gov.in](http://www.msme.gov.in) shall be applicable to this tender.

I/we engage to supply the material(s) to your engineering store, BNPMIPL and comply the following:

1. Tender schedule and technical specification indicated.
2. Item/tender specific conditions for this tender.
3. Terms and conditions enclosed.
4. General conditions of contract signed by me at the time of supplier registration (for registered suppliers/ enclosed).
5. I/we confirm that set off for the GST, etc. Paid on the inputs have been taken into consideration in the above quoted price and further agree to pass on such additional duties as sets offs as may become available in future under GST, etc.
6. This offer is valid for 90 (Ninety) days from the date of opening of the tender.
7. That we have not been debarred by BNPMIPL/BRBNMPL/SPMCIL and any other Government/Undertakings (Annexure-B enclosed)
8. That the rates quoted are not higher than the rates quoted for same item to BNPMIPL/BRBNMPL/SPMCIL and any other Government/ Undertakings.

Signature & Seal Place & Date:		Name of Authorized Signatory:	
Address:		Tel. No./Fax. No./Mobile No. Email Id:	

### **Section III: Technical Specification**

#### **Product Specifications:**

<b>S. No</b>	<b>Item Description</b>	<b>Tentative Qty. (with unit) Nos</b>	<b>Remarks</b>
<b>1</b>	Supply of Adobe Photoshop software license	02	For 1 Year
<b>2</b>	Supply of Adobe illustrator Software license	01	For 1 Year
<b>3</b>	Supply of Acrobat Pro DC Software license	02	For 1 Year

1. Supply of all adobe software licenses should be registered in the name of M/s. BANK NOTE PAPER MILL INDIA PRIVATE LIMITED.
2. Email ID: [bnpm.it@bnpmindia.com](mailto:bnpm.it@bnpmindia.com)

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

## **SECTION IV : QUALITY CONTROL REQUIREMENTS & COMPLIANCE STATEMENT**

1. **Quality:** Quality is essence of this tender. The bidder shall supply the material as per the specifications mentioned in Technical & Material Specifications. The material supplied will be inspected at our factory. Quantity as ascertained on receipt of above material at our site will be treated as quantity supplied wherever the package/materials are received intact.
2. **Rejection:** Materials not meeting our specification will be rejected outright and the rejected material shall be taken back within 7 days at the cost and risk of the supplier and replacement should be made within 15 days from the date of intimation. No payment shall be made for rejected item.

### **A) Technical Compliance Statement:**

<b>S. No</b>	<b>Item Description</b>	<b>Whether agreed by the bidder</b>	<b>Deviation if any</b>
<b>1</b>	Supply of Adobe Photoshop software license		
<b>2</b>	Supply of Adobe illustrator Software license		
<b>3</b>	Supply of Acrobat Pro DC Software license		

### **B) Commercial Compliance Statement**

<b>Sl. No.</b>	<b>Features</b>	<b>Requirements of BNPMIPL, Terms &amp; conditions</b>	<b>Whether Agreed by the firm</b>	<b>Deviation, if any</b>
<b>1</b>	Payment Terms	As mentioned in Sl.No.22 of Section II	<b>Yes agreed</b>	
<b>2</b>	Liquidated Damages	As mentioned in Sl.No.20 of Section II	<b>Yes agreed</b>	
<b>3</b>	Risk Purchase	As mentioned in Sl No.21 of Section II	<b>Yes agreed</b>	
<b>4</b>	Delivery Schedule	As mentioned in Section II	<b>Yes agreed</b>	
<b>5</b>	No. of pages	Total number of pages in Technical Bid		

## **ANNEXURE –A**

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

- I) Bidder means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms, or companies), every artificial judicial person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person participating in a procurement process.
  - II) “Bidder from a country which shares a land border with India” for the purpose of this order means:-
    - a) An entity incorporated, established or registered in such a country; or
    - b) A subsidiary controlled through entities incorporated, established or registered in such a country, or
    - c) An entity substantially controlled through entities incorporated, established or registered in such a country, or
    - d) An entity whose beneficial owner is situated in such a country; or
    - e) An India (or other) agent of such an entity; or
    - f) A natural person who is a citizen of such a country; or
    - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
  - III) The beneficial owner for the purpose of (iii) above will be as under :-
    - 1) In case of a company or limited liability partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercise control through other means.
- Further explanation:
- a) “Continuing ownership interest” means ownership of or entitlement to more than twenty five per cent of shares or capital or profits of the company;
  - b) “Control” shall include the right to appoint majority of the director or to control the management or policy decision including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;
  - 2) In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who , whether acting alone or together, or through one or more judicial person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - 4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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

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

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

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

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

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

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

Signature \_\_\_\_\_

Name-----

Designation-----

Date-----

Stamp of the Organization-----

Authorized Signature with stamp & date

**ANNEXURE -B**

**e-Tender No: BNPM/OTE/ADOBE/ 0238/2022-23 dated 07.07.2022**

**(To be submitted on the letterhead)**

**DECLARATION**

We do hereby declare that,

1. We have not been blacklisted/ debarred by BNPMIPL/ BRBNMPL/ SPMCIL or any Govt. Departments. The information provided above is correct and true to the best of my knowledge and belief.
2. We do hereby declare that we have read and understood all terms and conditions of tender document including Technical Specification, Quality Control Criteria and confirm to abide to those conditions without any counter conditions.
3. The director/proprietor of the bidding firm are not closely related to BNPMIPL.

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

Signature \_\_\_\_\_

Name-----

Designation-----

Date-----

Stamp of the Organization-----

## **ANNEXURE C**

**e-Tender No: BNPM/OTE/ADOBE/0238/2022-23 dated 07.07.2022**

**(To be submitted on the letterhead)**

We, the undersigned, declare that we will automatically be suspended from months, if we are withdrawing our Bid during the period of bid validity (or) fail / refuse to furnish the performance security / execute the contract, if awarded.

Signature \_\_\_\_\_

Name-----

Designation-----

Date-----

Stamp of the Organization-----

## **SECTION V: PRICE BID FORMAT (TO BE FILLED ONLINE THROUGH E-TENDER PORTAL)**

Dear Sir,

**Sub: Price bid for Supply of Adobe Software Licenses at BNPM Plant, Mysore**

**Ref: Tender No: BNPM/OTE/ADOBE/0238/2022-23 dated 07.07.2022**

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

Sch. No.	Description	UOM	Qty	HSN/ SAC	Basic Unit price (INR)	P&F, Freight & Transit Insurance & any other charges (if any) per unit (INR)	Unit Price (incl. of P&F, Freight, Transit Insurance & any other charges (if any) excl. of GST) (INR)	GST (%)	GST on Unit Price (INR)	Total Unit Price (incl. of GST) (INR)	Less: Input Credit (GST) (INR)	Effective Unit Price (net of input tax credit) (F.O.R Mysore) (INR)	Total Effective price (net of input tax credit) (F.O.R Mysore) (INR)
			A		B	C	D=B+C	E	F=D*E	G=D+F	H=F	I=G-H	J=I*A
1.	Supply of Adobe Photoshop software license for 12 Months	Nos	2										
2.	Supply of Adobe illustrator Software license for 12 Months	Nos	1										
3.	Supply of Acrobat Pro DC Software license 12 Months	Nos	2										
Total effective price (net of input tax credit) for Supply of Adobe licenses with freight, P&F, Transit Insurance and any other charges (F.O.R – BNPM, Mysore site) in Figures (INR)													
Total effective price (net of input tax credit) for Supply of Adobe licenses with freight, P&F, Transit Insurance and any other charges (F.O.R – BNPM, Mysore site) (in words) (INR)													

Total price for Supply of Adobe Licenses (incl. of freight, P&F, any other charges and GST) on F.O.R – BNPM Plant, Mysuru basis (INR) (in figures)	
Total price for supply of Adobe licenses (incl. of freight, P&F, any other charges and GST) on F.O.R – BNPM Plant, Mysuru basis (INR) (in words)	

**Note:** Prices quoted above shall be FOR BNPM, Mysore site basis inclusive of GST, Packing & Forwarding charges, freight, transit insurance and all other charges if applicable less input GST. Effective price shall be considered for arriving the lowest responsive bidder. However, PO price shall be inclusive of all charges on DAP BNPM, Mysore.