

TENDER ENQUIRY FOR FILTRATION OF TRANSFORMER OIL AT BNPM PLANT, MYSURU.

This tender document contains 22 Pages

Tender Enquiry No.	BNPM/OTE/442/2024-25
Tender issuing date	26.12.2024
Pre-bid meeting date & time	Not Applicable
Due date & time for bid submission	09.01.2025 @ 11.00 Hours
Due date & time for bid opening	09.01.2025 @ 11.30 Hours
Mode of bid submission	Online
Type of tender	Open Tender
Tender Processing Fee	Rs. 250/- + Taxes
Details of contact person	Deputy General Manager (SCM) 0821-2401111/158/180/177

Registered & Corporate Office: Administrative Building Gate 1, Paper Mill Compound Note Mudran Nagar, Mysuru – 570 003 Telephone No. 0821 – 2401 111

e-mail: scm.tender@bnpmindia.com

website: www.bnpmindia.com



List of Contents

Section I	Notice Inviting Tender	Enclosed				
Section II	Terms and Conditions, Eligibility Criteria	Enclosed				
Section III	Technical Specifications & Scope of work	Enclosed				
Section IV	Section IV Quality Control Requirements					
	Declarations					
Section V	Annexure – A	Enclosed				
Section v	Annexure -B	Enclosed				
	Annexure – C	Enclosed				
Section VI	Price Bid format	Enclosed				
Section VII	BG Format for performance security	Enclosed				



SECTION I – NOTICE INVITING TENDERS

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

Brief Description of transformers	EMD**	Qty. (Nos.)	Total Oil to be filtered (Liters)
Transformer of 20/25 MVA (Oil Capacity: 13,600 Ltrs.)		02	27,200
Transformer of 2.5 MVA (Oil Capacity: 2,410 Ltrs.)	` ' '		21,690
Transformer of 3.15 MVA (Oil Capacity: 2,570 Ltrs.)	Rs.4,000/-	03	7,710
Transformer of 2.0 MVA (Oil Capacity: 1,910 Ltrs.)		01	1,910
Transformer of 1.0 MVA (Oil Capacity: 1,110 Ltrs.)		01	1,110
	Transformer of 20/25 MVA (Oil Capacity: 13,600 Ltrs.) Transformer of 2.5 MVA (Oil Capacity: 2,410 Ltrs.) Transformer of 3.15 MVA (Oil Capacity: 2,570 Ltrs.) Transformer of 2.0 MVA (Oil Capacity: 1,910 Ltrs.) Transformer of 1.0 MVA (Oil Capacity: 1	Transformer of 20/25 MVA (Oil Capacity: 13,600 Ltrs.) Transformer of 2.5 MVA (Oil Capacity: 2,410 Ltrs.) Transformer of 3.15 MVA (Oil Capacity: 2,570 Ltrs.) Transformer of 2.0 MVA (Oil Capacity: 1,910 Ltrs.) Transformer of 1.0 MVA (Oil Capacity: 1	Transformer of 20/25 MVA (Oil Capacity: 13,600 Ltrs.) Transformer of 2.5 MVA (Oil Capacity: 2,410 Ltrs.) Transformer of 3.15 MVA (Oil Capacity: 2,570 Ltrs.) Transformer of 2.0 MVA (Oil Capacity: 1,910 Ltrs.) Transformer of 1.0 MVA (Oil Capacity: 01

^{**}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 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.

For Start-up Bidders: Submission of EMD is exempted for Start-up bidders recognized by DPIIT as per the Office Memorandum No. F/20/2/2014-PPD(Pt.) of Ministry of Finance dated 25.07.2017. Start-ups should be registered with Department for Promotion of Industry and Internal Trade (DPIIT).

Documents:

For **MSE bidders**: Valid NSIC / KVIC / KVIB / DIC / UDYAM Registration certificate.

For **Start-up Bidders:** Valid Certificate of recognition issued by DPIIT.

Bid Security Declaration as per Annexure-C is to be submitted by bidders claiming EMD exemption.

For **Non-MSE/Non-Start-up bidders**: EMD is to be submitted.

- 1. 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 mentioned above for further details.
- 2. Aspiring Bidders/Contractors who have not registered in e-tendering should register through the website E Tendering (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.
- 3. For details, registration and e-payment, please visit e-tendering website www.tenderwizard.com/BNP or contact **KEONICS help desk @ 080-40482000**.
- 4. The NIT Form with standard tender documents will be accessible in the e-Tendering website (viz www.tenderwizard.com/BNP).
- 5. 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.
- 6. 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.

SECTION I – NOTICE INVITING TENDERS

- 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.
- 11. Against receipt of the following notification through email from tender wizard, bidder must resubmit the bid even if the bidder has already submitted the bid through tender wizard.

Notification: If you have already submitted the tender, then ensure that you resubmit the tender. Else, your bid may be liable to be auto disqualified by the system. And service provider holds no responsibility for the same. In case, you are yet to submit the tender, then please ensure that you submit it before the tender closing time.

12. Submission / resubmission of the bid is the responsibility of the bidders only. Bidder should check and confirm at their end regarding the submission/ resubmission of their bid till the due date & time of bid submission. BNPM / Keonics/ Tender wizard will not be responsible for non-submission/ non resubmission of any bid.

13. **For MSEs**:

- a. In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all non-tax benefits of the category (micro, small, or medium) it was in before the re-classification, for a period of three years from the date of such upward change.
- b. MSEs irrespective of relevance of product Category will be eligible for EMD exemption.
- c. Benefits of Retail and Wholesale traders are restricted upto Priority Sector Lending (PSL) only. Traders/ distributors/ sole agents/ Works Contract are excluded from the purview of the policy. Any other benefits, including provisions of delayed payments as per MSMED ACT 2006 are excluded.

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



1. Tenders are to be uploaded on e-tendering portal <u>www.tenderwizard.com/BNP</u> only in Two-part bid system.

2. i) Part-I - Prequalification Bid & Techno-commercial Bid:

- a) Signed copy of this document (All the pages) as acceptance to tender terms and conditions.
- **b)** All the documents mentioned under **eligibility criteria** which are as follows:
 - i. Order / Contract awarded to the bidder.
 - ii. Documentary evidence against successful completion of the corresponding order/contract.
- **c)** Company's registration / Certificate of incorporation/Partnership Deed/Any other registration certificate as applicable
- d) Copy of GST certificate and PAN
- e) Cancelled cheque/Bank Mandate
- f) UDYAM certificate (For MSE bidders)

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. Payment terms:

- a. 100% payment shall be made within 30 days completion of entire work at BNPM Plant, Mysuru and on production of all required documents by the successful bidder. Payment will be released upon certification of user dept. for successful completion of work at BNPM Plant, Mysuru.
- b. Payment will be released through electronic mode and in INR only.

4. Completion Schedule:

For carrying out the work at BNPM, Mysore Plant

- **a)** Entire testing needs to be carried out in 2 days, for which intimation shall be provided in advance which may fall on a public holiday also.
- **b)** Tentative period of carrying out the work at BNPM, Mysore plant is from 24.03.2025 to 30.03.2025.
- **c)** Post completion of work, test reports to be submitted within 10 days.
- 5. **Liquidated Damages:** 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 10% (Ten Percent) which you unconditionally and expressly agree to unless extension is obtained from BNPM without imposition of LD, without price escalation along with any other denial conditions (if applicable) on valid ground before expiry of delivery period.
- 6. Warranty: NA



- 7. **Performance Security:** Within twenty-one days after the issue of notification of award by BNPM, the supplier shall furnish performance security to BNPM for an amount equal to **Five per cent (5%)** of the total value of the contract, valid up to sixty days after the date of completion of all contractual obligations by the supplier. Performance security may be furnished as,
 - a. Insurance Surety Bonds (or)
 - b. Account Payee Demand Draft (or)
 - c. Fixed Deposit Receipt from a commercial bank (or)
 - d. Bank Guarantee (including e-Bank Guarantee) issued/confirmed from any of the commercial bank in India (or)
 - e. Online payment in an acceptable form.
- 8. Name and country of origin of service provided must be clearly specified. Please quote whether your organization is large scale industry or small-scale industry. If you are registered with NSIC/MSE/MSI/DGS&D Certificate, please attach UDYAM certificate to the quotation. Mention your registration details.
- 9. The prices quoted should be fixed & firm till the completion of work. Rates quoted should be including all charges to complete the entire work otherwise the quotation will be rejected. Price quoted should be net and valid up to the completion of all contractual obligations. Price quoted should be net and valid for a minimum period of three months from the date of opening of the tender.
- 10. If bidder has any deviation to the scope of work of the tender, the same may be shown separately at section-IV: Quality control Requirements of this document. Acceptance of deviation shall be at sole discretion of BNPM.
- 11. Services are subject to inspection and approval before acceptance.

12. Evaluation Criteria:

- (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.
- (ii) **Method of Evaluation:** Evaluation shall be carried out on **overall effective price** quoted by the bidders, unless any other method of evaluation is specifically provided in the enquiry and contract shall be awarded to **overall lowest (L-1) bidder**. The quoted price should be inclusive of P&F, Freight, Transit Insurance, TA, DA, Fooding, Lodging, Conveyance and any other charges required for completion of entire work as per scope of work.

(iii) Price discrepancy:

i. 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.



- ii. 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
- iii. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- iv. 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.
- v. If there is any tie between the quoted L1 rates of the bidders then preference will be provided to the company which was constituted earlier.
- vi. Note: In techno commercial bid, Bidders have to mandatorily submit Company's registration / Certificate of incorporation/Partnership Deed/Any other registration certificate as applicable substantiating documentary evidence pertaining to date of constitution of the company.

13. **Taxes**:

All Taxes shall be as applicable in GST regime. Payment of CGST, SGST, IGST & UTGST: The successful bidders are required to adhere the following procedure in order to honour the payment against CGST, SGST, IGST & UTGST in the invoice.

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

Notwithstanding the above, the successful bidder should provide indemnification as follows:

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

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

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

- 1. In case of unregistered bidders, the rate and amount of GST shall be shown as "Nil".
- 2. In case of a compounding dealer, GST shall be quoted as "Nil" as compounded dealers cannot collect GST from the consumers. The price quoted therefore shall be construed as all inclusive.
- 3. In case of work contracts or pure labour contracts, the bidder shall quote single GST rate for the work.



- 4. In case of composite supplies, i.e., a supply consisting of one principal supply and other ancillary supplies, the supply will attract the GST Rate of the principal supply. For example, if Item A in the supply order is the major or principal supply and other items are ancillary supplies, the bidder shall quote the GST Rate applicable to the principal goods (i.e., Item A) being supplied.
- 5. In case of mixed supply, i.e., a combination of two or more individual goods made together for a single price (each of these items can be supplied separately and is not dependent on any other), the total supply will attract the GST rate of the item which has the highest rate of tax. For example, if Item A in the mixed supply attracts highest rate of tax, the bidder shall quote the GST rate applicable to item A for total mixed supply.
- 6. In case of supplies which are neither composite nor mixed supplies, the bidder shall quote the GST Rate applicable to each item of supply separately.
 - 7. If there is any difference of opinion regarding classification in HSN code, the bidder should seek clarification/raise query within the given time from the date of tender and it would be clarified before submitting the bid. Once clarified then that will be final & binding and no deviation shall be granted.

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

- 1. Registered/compounding Contractor/ successful bidder should produce GST Invoice containing all the particulars stated in Rule 46 of the CGST Rules, 2017 in accordance with the provisions of Section 31 of the CGST ACT.
- 2. The successful bidder should mandatorily update the invoice details in GSTR-1, details of outward supplies of goods or services within the prescribed time under GST Act
- 3. The Payment shall be made net of TDS as per the provisions of CGST/SGST/IGST Act.
- 4. Wherever there is difference in the amount admitted, the successful bidder may be directed to issue a Credit Note (in case of reduction in the Invoice value)/Debit Note (in case of increase in the Invoice value), and payment shall be released only after the receipt of such Debit or Credit Note
- 5. The successful bidder should provide the relevant documents to confirm the tax charged on the invoice has been paid to the credit of Government after adjusting with ITC, if any.
- 6. The successful bidder should provide indemnification as follows: "In the event of non-compliances with respect to GST ACT and Rules by the successful bidder, the successful bidder should refund the GST liability within 10 days from the date of GST reversal in GSTRN failing which the purchaser shall recover the GST amount from the retention amount (whether in BG or in Cash) held by the company".
- 14. **Tax deduction at source**: All statutory deduction as applicable shall be deducted at source as per rules at prevailing rates, unless certificate, if any, for deduction at lesser rate or nil deduction is submitted by the Successful bidder from appropriate authority. The successful bidder shall provide accurate particulars of PAN number as required, under Section 206AA of Income Tax Act 1961.
- 15. **Tax Collection at source:** Finance Act, 2020 also inserted sub-section (1H) in section 206C of the Act which mandates that with effect from 1st day of October, 2020 a seller receiving an amount as consideration for sale of any goods of the value or aggregate of such value exceeding Fifty Lakh Rupees in any previous year to collect tax from the buyer a sum equal to 0.1 per cent (subject to the provisions of proposed sub-section (10A) of the section 206C of the Act) of the sale consideration



exceeding Fifty Lakh Rupees as income-tax. The collection is required to be made at the time of receipt of amount of sales consideration.

16. **Insurance:** The deployed personnel (at BNPM, Mysore) by the successful bidder should be suitably covered under valid medical and life insurance before deployment at BNPM, Mysore

17. Compensation for damages:

In case any damage is caused to BNPMIPL due to negligence, carelessness or inefficiency of staff of the agency, the agency shall be responsible to make good the loss. BNPMIPL shall have the right to adjust the damage / loss suffered by it from the security deposit or / and to charge penalty as decided by BNPMIPL. Decision of BNPMIPL in this respect shall be final and binding on the agency.

The successful bidder shall keep the Purchaser indemnified from any claims whatsoever inclusive of damages/costs or otherwise arising from injuries or alleged injuries to or death, mishap, injury of a person employed by the successful bidder or damages or alleged damages to the property.

18. Employment liability towards workers employed by the successful bidder:

The successful bidder shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All persons engaged by the successful bidder shall be on successful bidder's payroll and paid by successful bidder. All disputes or differences between the successful bidder and his/her/their employees shall be settled by successful bidder.

19. Safety & Security Measures:

The successful bidder should scrupulously conform to the safety and security norms as stipulated by BNPM while working in the security area. The successful bidder shall take all the precaution while executing this work. Protective gears such as Helmets, shoes, belts, gloves etc. (as required) shall be provided by the successful bidder at his own cost to all his workers at site.

- 20. **Assignments and subletting/subcontracting/JV/Consortium:** Not allowed.
- 21. **Delay in successful bidder's performance:** Time for and the date specified in the contract or as extended for the performance of service shall be deemed to be the essence of the contract and the successful bidder shall deliver the goods and perform the services under the contract within the time schedule specified by BNPM in the contract.
 - Any delay attributable to the successful bidder in maintaining its contractual obligations towards performance of services shall render the successful bidder liable to any or all the following sanctions besides any administrative action such as (a) Imposition of liquidity damages; (b) Termination of contract for default; (c) Forfeiture of performance security.
- 22. **Extension of Time:** If the contract is delayed in the progress of work by changes ordered in the work, or any clause which BNPM shall decide to justify the delay, then the time of completion shall be extended by a reasonable time.
 - If at any time during the currency of contract, the successful bidder encounters conditions hindering timely performance of services, the successful bidder 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 successful bidder's communication, BNPM shall examine the situation as soon as possible and, at its discretion, may agree to extend the completion schedule, with or without liquidated damages for completion of successful bidder's contractual obligations by issuing an amendment to the contract.
- 23. **Risk Purchase Clause:** If the successful bidder fails to abide by the terms and conditions of the agreement arising out of this enquiry (or) fails to perform the service as per the completion



schedule or any time repudiates the contract, the purchaser will have the right to,

- a) Render service from other agencies at the risk and cost of the successful bidder. The cost difference between the alternative arrangement and existing contract value where the default has been made, will be recovered from the successful bidder along with the other incidental charges.
- b) In case of procurement of service through alternative sources, if procurement price is lower than the existing contract value wherein default has been made, in such case no benefit on this account will be passed on to the successful bidder.
- 24. **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 successful bidder 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.

25. Obligations by bidders:

- i) All bidders are obliged under the CIPP (Code of integrity of public procurement) to suo moto proactively declare any conflict of interest (coming under the definition mentioned under conflict of interest clause), pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this Code of Integrity; and
- ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a Code of Integrity with any entity in any country during the last 1 (One) year of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity.

26. Conflict of Interest:

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

- a. If its personnel have a close personal, financial, or business relationship with any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;
- b. The bidder (or his allied firm as defined by DOE, MOF, GOI) provided services for the need assessment/procurement planning of the Tender process in which it is participating;



- c. A Principal can authorize only one agent, and an agent should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under Proprietary Article Certificate or
- d. A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.
 - Counter conditions (if any on technical & commercial terms) shall be reviewed by BNPM and acceptance of the same shall be at sole discretion of BNPM.
- **22.** Bidders are advised to write the page number on each page of the Technical Bid documents submitted.
- **23.** 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.
- **24. Divisibility & split-ability of contract:** The tender is non-divisible & non-splittable.
- **25. 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 Mysuru, Karnataka.
- **26. Legal Jurisdiction:** The Courts of Mysuru (Karnataka State) shall alone have jurisdiction to decide on any legal matter of dispute whatsoever arising out or in respect of the contract.
- **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 shall be applicable to this tender. MSEs should have valid Udyam Registration Certificate to be eligible for consideration under preference for Micro and Small Enterprises (*MSEs). Benefits of Retail and Wholesale traders are restricted upto Priority Sector Lending (PSL) only. The benefits of the Policy in respect of tendered item shall be given only to those MSEs which are registered for that item group (NIC Code) under Udyam Registration. Traders/distributors/sole agents/Works Contract are excluded from the purview of the policy.
- **29.** Signing of Bid documents: The bid documents should be signed by competent authority.
- **30.** Power of Attorney (in applicable stamp paper)/Board Resolution is to be submitted authorizing the person signing the documents. If proprietor is signing the documents, then self-declaration is to be submitted



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 of this tender.
- 4. 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.
- 5. This offer is **valid** for **90 (Ninety) days** from the date of opening of the tender.
- 6. That we have not been debarred by BNPMIPL/BRBNMPL/SPMCIL and any other Government/ Undertakings (Annexure-B enclosed).

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

ELIGIBILITY CRITERIA:

Bidder should have carried out at least one work pertaining to Filtration of Transformer Oil in last 5 years ending on 30.11.2024.

- (i) Order / Contract awarded to the bidder.
- (ii) Documentary evidence against successful completion of the corresponding order/contract.
- (iii) Company's registration / Certificate of incorporation/Partnership Deed/Any other registration certificate as applicable
- (iv) Copy of GST certificate and PAN



SECTION III – TECHNICAL SPECIFICATIONS & SCOPE OF WORK

S No	Item	UOM	Qty.
1.	Filtration of Transformer Oil at BNPMIPL, Mysuru as per the scope of work.	Liters	59,620

Scope of Work:

- 1. Transformer Oil filtration including BDV checking pre and post filtration needs to be carried out.
- 2. The testing equipment should be duly approved by the Electrical Inspectorate for carrying out the oil filtration (Approval copy shall be submitted by the bidder)
- 3. Post completion of work, test reports to be submitted within 10 days.
- 4. Entire testing needs to be carried out in 2 days, for which intimation shall be provided in advance which may fall on a public holiday also.
- 5. Sufficient number of oil filtration equipment with all tools and tackles, cables etc. whichever is required for carrying out the oil filtration work is in the scope of the vendor.

SL.NO	LOCATION	TRANSFORMER	RATING	OIL CAPACITY (in Liters)
1	SWITCHYARD	TRANFO-1	20/25 MVA	13600
2	SWITCHTARD	TRANFO-2	20/25 MVA	13600
3		TRANFO-1	2.5 MVA	2410
4	PMP - 1	TRANFO-2	2.5 MVA	2410
5	PIVIP - 1	TRANFO-3	2.5 MVA	2410
6		TRANFO-4	2.5 MVA	2410
7		TRANFO-1	2.5 MVA	2410
8	PMP - 2	TRANFO-2	2.5 MVA	2410
9		TRANFO-3	2.5 MVA	2410
10		TRANFO-1	2.5 MVA	2410
11	PULP	TRANFO-2	3.15 MVA	2570
12	PULP	TRANFO-3	3.15 MVA	2570
13		TRANFO-4	3.15 MVA	2570
14	CHILLER	TRANFO-1	2.5 MVA	2410
15	UTILITY	TRANFO-1	2.0 MVA	1910
16	ETP	TRANFO-1	1.0 MVA	1110
				59620

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



SECTION IV – QUALITY CONTROL REQUIREMENTS

B) **COMMERCIAL COMPLIANCE STATEMENT**

Sl. No.	Features	Requirements of BNPMIPL, Terms & conditions	Whether Agreed by the firm	Deviation, if any
1.	Payment Terms	As mentioned in Sl.No.3 of Section II	Yes agreed	
2.	Liquidated Damages	As mentioned in Sl.No.5 of Section II	Yes agreed	
3.	Risk Purchase	As mentioned in Sl No.17 of Section II	Yes agreed	
4.	All other terms & c	onditions as mentioned in tender	Yes agreed	
5.	No. of pages	Total number of pages in Technical Bid		



ANNEXURE -A

e-Tender No: BNPM/OTE/442/2024-25 dated 26.12.2024

Land Border Clause

- I) *Any bidder from a country which shares a land border with India will be eligible to bid in the tender only if the bidder is registered with the Competent Authority (The Registered Committee constituted by the Department for Promotion of Industry and Internal Trade).
- II) Bidder means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms, or companies), every artificial judicial person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person participating in a procurement process.
- III) "Bidder from a country which shares a land border with India" for the purpose of this order means:
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary controlled through entities incorporated, established or registered in such a country, or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country, or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An India (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV) The beneficial owner for the purpose of (iii) above will be as under:-
 - 1) In case of a company or limited liability partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercise control through other means.

Further explanation:

- a) "Controlling ownership interest" means ownership of or entitlement to more than twenty five per cent of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint majority of the director or to control the management or policy decision including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;
- 2) In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;



- 4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 5) In case of a trust, the identification of beneficial owners(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V) An agent is a person employed to do any act for any another, or to represent another in dealings with third persons.
- VI) The successful bidder shall not be allowed to sub contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- VII) A bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be registered with the competent authority, as it is not regarded as sub-contracting.
- VIII) However, in case a bidder has proposed to supply finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the competent authority.
- IX) The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

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
$not\ from\ such\ a\ country,\ has\ been\ registered\ with\ the\ Competent\ Authority.\ I$
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)
<u>Declaration</u>
I, the undersigned, declare that the item originate in (Name of the country).
Signature:
Name:
Designation:
Date:
Stamp of the Organization:



<u>ANNEXURE -B</u>

e-Tender No: BNPM/OTE/442/2024-25 dated 26.12.2024 (To be submitted on the letterhead)

DECLARATION

We do hereby declare that,

- 1. As on the date of submission of bid against this tender, we are not in the list of ineligible/blacklisted/banned/debarred entity by SPMCIL/BRBNMPL/BNPMIPL/any government agency for participating in its tenders.
 - Further, we agree, in case we got blacklisted/ banned/ debarred by SPMCIL/ BRBNMPL/ BNPMIPL/any Government Agency, any time prior to finalization of tender/ contract, our bid shall not be considered for further evaluation/ award of order.
- 2. 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

BID SECURITY DECLARATION

e-Tender No: BNPM/OTE/442/2024-25 dated 26.12.2024 (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 Organi	ization:	



SECTION VI - PRICE BID FORMAT

(TO BE FILLED ONLINE THROUGH E-TENDER PORTAL)

Dear Sir,

Sub: PRICE BID FOR FILTRATION OF TRANSFORMER OIL AT BNPM PLANT, MYSURU.

Ref: e-Tender No: BNPM/OTE/442/2024-25 dated 26.12.2024

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

Sch. No.	Description	SAC	Qty	UOM	Basic Unit price (INR)	P&F, Insurance & Freight Charges, TA, DA, Fooding, Lodging, Conveyan ce & Other Charges (INR))	Unit price including P&F, Insurance, Freight, TA, DA, Fooding, Lodging, Conveyance & Other Charges & GST (INR)	GST (%)	GST on Unit Price (INR)	Total price inclusive of P&F, Insuranc e, Freight, TA, DA, Fooding Lodging, Conveya nce & Other Charges & GST (F.O.R, BNPM, Mvsuru)	Less: Input Credit (GST) (INR)	Effective Unit Price (net of input tax credit) (F.O.R Mysuru) (INR)	Total Effective price (net of input tax credit) Insurance, Freight, TA, DA, Fooding, Lodging, Conveyan ce & Other Charges, (F.O.R Mysuru) (INR)
			A		В	С	D=B+C	Е	F=D*E	G=D+F	H=F	I=G-H	J=I*A
1.	Filtration of Transformer Oil (As per scope of work as mentioned in section III)		59,620	Liters	TO BE FILLED ONLINE IN E-TENDERING PORTAL ONLY						,		



SECTION VI - PRICE BID FORMAT

fective price (net of input tax credit) for Filtration of Transformer Oil at BNPM Plant, Mysuru without GST, Freight, P&F, Insurance, TA, DA,
Fooding, Lodging, Conveyance & any other charges (F.O.R – Mysore)
fective price (net of input tax credit) for Filtration of Transformer Oil at BNPM Plant, Mysuru without GST, Freight, P&F, Insurance, TA, DA,
Fooding, Lodging, Conveyance & any other charges (F.O.R – Mysore) (IN WORDS)
e for Filtration of Transformer Oil at BNPM Plant, Mysuru with GST, Freight, P&F, Insurance, TA, DA, Fooding, Lodging, Conveyance & any
other charges (F.O.R – Mysore)
e for Filtration of Transformer Oil at BNPM Plant, Mysuru with GST, Freight, P&F, Insurance, TA, DA, Fooding, Lodging, Conveyance & any
other charges (F.O.R – Mysore)(IN WORDS)

Note: Prices quoted above shall be F.O.R – BNPM, Mysuru site basis inclusive of GST, Packing & Forwarding charges, freight, transit insurance and all other charges if applicable.

Price Discrepancy:

- i. 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.
- ii. 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
- iii. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- iv. 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.

Seal (

Name

Signature with Date

Note: i) Price should be quoted exactly as per the format given above; Price bids with conditions / Counter conditions are liable for rejection. ii) Multiple / Variable rate for single item, would lead to rejection of offer.



SECTION VII - BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

(Insert: Bank's Name, and Address of Issuing Branch or Office)
Beneficiary:
Bank Note Paper Mill India Private Limited Administrative Building, Entry Gate 1, Paper Mill Compound, Note Mudran Nagar, Mysuru - 570003 Date:
Performance Guarantee No.:
WHEREAS(name and address of the successful bidder) (hereinafter called "the Contractor") has undertaken, in pursuance of WO (Work order) no
AND WHEREAS it has been stipulated by you in the said WO that the Contractor shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the WO;
AND WHEREAS we have agreed to give the Contractor such a bank guarantee;
NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Contractor, up to a total of
We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.
We undertake to pay Bank Note Paper Mill India Private Limited up to the above amount upon receipt of its first written demand, without Bank Note Paper Mill India Private Limited having to substantiate its demand.
This guarantee will remain in force for a period of sixty days after the currency of this contract and any demand in respect thereof should reach the Bank not later than the above date.
(Signature of the authorized officer of the Bank)



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

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

SECTION VII - BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

Checklist for Bank Guarantee:

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

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

Name of the Bank: HDFC Bank

Name of the Branch: Richmond Road Branch

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

IFSC: HDFC0000523

