



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2024/B/4418240 Dated/दिनांक : 08-01-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
Bid End Date/Time/बिड बंद होने की तारीख/समय	29-01-2024 11:00:00		
Bid Opening Date/Time/बिड खुलने की तारीख/समय	29-01-2024 11:30:00 120 (Days)		
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)			
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance		
Department Name/विभाग का नाम	Department Of Economic Affairs		
Organisation Name/संगठन का नाम	N/a		
Office Name/कार्यालय का नाम	Bank Note Paper Mill India Private Limited		
Total Quantity/कुल मात्रा	75000 Titanium Dioxide (TiO2) Anatase Type, as per IS: 411 (Latest) (Q3)		
ltem Category/मद केटेगरी			
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	66 Lakh (s)		
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No		
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes		
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Annual Turnover, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer		
Past Performance/विगत प्रदर्शन	30 %		
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Νο		
Type of Bid/बिड का प्रकार	Two Packet Bid		

Bid Details/बिड विवरण		
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	
Inspection Required (By Empanelled Inspection Authority / Agencies pre- registered with GeM)	Νο	
Is Part Quantity Bidding Allowed?	Yes	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	
Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।	Yes	

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	HDFC Bank
EMD Amount/ईएमडी राशि	438000

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	HDFC Bank
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	18

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शतों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए बिनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

Deputy Manager (Materials Management)

Bank Note Paper Mill India Private Limited (A JV of SPMCIL – A Govt. of India Enterprise and BRBNMPL – A Subsidiary of RBI) Registered & Corporate Office Administrative Building Note Mudran Nagar Mysore 570003 (Bhoodhar Prasad Kewat)

#### Splitting/विभाजन

Splitting Applied Yes
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Maximum No. Of Bidders Amongst Which Order May Be Split	2	
Split Criteria based on which quantity will be distributed	70:30 at the L1 quoted price. In case price quoted by two bidders is same and emerges as L1 price, then order shall be issued to both firms in the ratio of 50:50.	

#### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes	
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#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer. 2. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. 3. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to gualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

<u>OM\_No.1\_4\_2021\_PPD\_dated\_18.05.2023</u> for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

# Part Quantity Bidding

Buyer has allowed part quantity bidding, bidders can offer maximum quantity that they can deliver keeping in mind their capacity and delivery period requirements. The offer quantity has to be more than minimum bid quantity as specified by the Buyer in the bid. Offers with quantity less than Minimum are liable to be rejected. It may however be noted that there is no guarantee that full offer quantity will be ordered by the buyer. Quantity to be ordered by the buyer will depend on various factors including the Ranking of the bidder, Offered quantity, Splitting criteria indicated by the buyer in the bid and the requirement of the buyer to have multiple sources of supply for ensuring supply chain etc. Sellers would be notified about likely order quantity or range of possible order quantity at the time of price match request made by the buyer. ward of contract will be subject to acceptance of price match request along with min / max offer quantity as decided by the Buyer.

5. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

#### Itemwise Minimum Capacity Required From Seller

S.No.	Item Category	Item Quantity	Minimum Capacity
1	Titanium Dioxide (TiO2) Anatase Type, as per IS: 411 (Latest)	75000	75000

### Titanium Dioxide (TiO2) Anatase Type, As Per IS: 411 (Latest) (75000 kilogram)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

#### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Bhoodhar Prasad Kewat	570003,Entry gate 1, Admin Building, Paper Mill Compound, Note Mudran Nagar,	75000	365

# Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

#### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

#### 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### i. Delivery Terms & Delivery Address:

Delivery shall be made on F.O.R Basis, Bank Note Paper Mill India Pvt. Ltd., Mysore.

#### **Delivery Address:**

Engineering Stores, Bank Note Paper Mill India Pvt. Ltd., Note Mudran Nagar, Mysore – 570003, Karnat aka.

#### ii. Terms of Payment:

100% within 30 days from the date of receipt and acceptance of goods at BNPM Plant, Mysuru and on production of all required documents by the supplier.

NEFT/RTGS details shall be furnished along with the Original Invoice.

#### iii. Period Of Contract:

The Contract for a period of one (01) year from the date of issuance of PO.

#### iv. Delivery Schedule:

Delivery shall be made in staggered manner for a period of 01 year from the date of issue of PO as pe r delivery schedule promulgated by BNPM by emails.

#### v. Packing:

It is desired that the Titanium Di-Oxide should be supplied in wooden pallets.

#### vi. Packing Standards:

- a. One stack of upto 1500Kgs of Titanium Di-Oxide per pallet (e.g 40 to 75 bags of 20/25 Kgs capacity may be arranged on the suitable pallet.
- b. Every stack should be strapped with plastic strips (along the pallets) to avoid falling & subs equent damages during transit.
- c. Every stack should be wrapped in stretch film to form a compact block structure.
- d. Each stack should contain packing list of contained powder chemical (viz., number of bags, capacity of each bag, net qty. of chemical, suppliers name, bath/lot number etc.,)
- e. Supplier should provide gross weight of each pallet along with weight of packing material (i .e. empty pallet weight, other packing material weight). It is required for calculating & cross c hecking net weight of received material.
- f. Sample will be taken randomly for lab testing.
- g. MSDS: Copy of Material Safety Data Sheet should be sent by bidder along with the dispatch documents of supplies. MSDS should be as per ISO guidelines or in the format prescribed in Fa ctories Act, 1948.

#### vii. Performance Security:

a) Within 21 days after the issue of notification of award by BNPM, the supplier shall furnish performan ce security to BNPM for an amount equal to ten (10) per cent of the total value of the contract.

- b) 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:
  - i. Account Payee Demand Draft drawn on any commercial bank in India, in favour of Bank Note P aper Mill India Private Limited.
  - ii. Fixed Deposit (FDR) from a scheduled commercial bank in India;
  - iii. Un-conditional Bank Guarantee issued /confirmed from any of the commercial bank in India as per format available in bid documents, valid up to (60) sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations (if any).

#### viii. Liquidated Damages (LD):

If the supplier fails to deliver any or all of the goods within the time frame(s) incorporated in the contr act, 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 the delayed goods and/or services for each week of delay or part thereof until actua I delivery or performance, subject to maximum deduction of the 10% of the delayed goods' contract p rice(s).

#### ix. Shelf Life:-

- i.) Shelf life Period for Titanium Dioxide (TiO2) shall be minimum 12 months from the date of s upply to BNPM, Mysore.
- ii.) In case of any claim arising out within the shelf life time, BNPM shall promptly notify the sam e in writing to the supplier.
- iii.) Upon receipt of such notice, the supplier shall, within a reasonable span of time (or within the period), replace the defective chemicals or parts thereof, free of cost, at the ultimate destinati on. The supplier shall take over the replaced chemicals after providing their replacements and no claim, whatsoever shall lie on BNPM for such replaced chemicals thereafter.
- iv.) In the event of replacement of chemicals during the shelf life period, the shelf life for the repl aced chemicals shall be extended to a further period of minimum six months from the date su ch replaced chemicals starts functioning to the satisfaction of BNPM.
- v.) If the supplier, having been notified, fails to replace the chemicals within a reasonable period (i.e.15 days), BNPM may proceed to take such remedial action(s) as deeme d fit by BNPM, at the risk and expense of the supplier and without prejudice to other contractu al rights and remedies, which BNPM may have against the supplier.

#### x. Rejection Replacement:

Sample will be taken randomly, for lab testing. In case of supplies, materials not meeting our specifica tion will be rejected outright and the rejected material shall be taken back within 7 days at the cost a nd risk of the supplier and replacement should be made within 15 days from the date of intimation. N o payment shall be made for rejected item. If the material is not taken back within the stipulate period , BNPM reserves the right to dispose off the material at the risk and expense of the vendor.

#### xi. Delay in supplier's performance:

Time is essence of the contract and completion of delivery dates agreed to are binding on the supplier . In the event the supplier is not able to supply as per the delivery schedules given by BNPM, Purchase r will have a right either to cancel the order without prejudice to any other rights or to make purchase from an alternate source at the risk and cost of the seller.

In case of rejection and failure to replace goods, the order will be treated as incomplete and BNPM ma y cancel the order and will arrange to purchase the goods from elsewhere at supplier's risk and cost a nd the purchase order on supplier shall be cancelled and action taken as per the order terms.

#### xii. Vendor Performance:

Vendor shall be evaluated for their performance. The performance shall be based on timeliness of deli veries, quality of the material supplied, technical support, quality of after-sales service if any, replace

ment of the defective material if any, responsiveness etc. Based on the above criteria, the vendor sha Il be rated in category "A", "B" & "C". The vendor with rating "C" shall be disqualified/debarred from participating in the tender for period of 12 months.

#### xiii. 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 supplier encounters conditions hindering timely deli very of the goods and performance of services, the supplier shall promptly inform BNPM in writing abo ut 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 d amages for completion of supplier's contractual obligations by issuing an amendment to the contract.

#### xiv. Risk Purchase Clause:

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

- a. Appropriate the Security Deposit (by invoking the Bank guarantee/performance security) deposited by the supplier and procure the tender item from other agencies at the risk and cost of the supplie r.
- **b.** The cost difference between the alternative arrangement and supplier's tendered value will be re covered from the supplier along with the other incidental charges.

In case of procurement through alternative sources, and if procurement price is lower, no benefit on this account will be passed on to the supplier.

#### xv. Fore-Closure Clause:

If at any time during the continuation of this contract, the use of material ordered in this contract is co mpletely banned or due to drastic change in Government policy its use as, raw material is discontinue d 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 supplier, the supplier wit hout 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.

#### xvi. Force Majeure:

In the event of any unforeseen event directly interfering with the supply of stores arising during the cu rrency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, f ires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, th e 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 su pplier shall continue to perform its obligations under the contract as far as reasonably practical, and s hall 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 ti me, either party shall have the option to terminate the contract on expiry of 90 days of commenceme nt of such force majeure by giving 14 days' notice to the other party in writing. In case of such termin ation, no damages shall be claimed by either party against the other, save and except those which ha d occurred under any other clause of this contract prior to such termination.

#### xvii. Settlement of Disputes through Arbitration:

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, w hether during the progress of the work or after their completion except accepted matters shall be sett led through arbitration process as per the Arbitration & Conciliation Act, 1996. The venue of arbitration n shall be Mysore, Karnataka.

#### xviii. 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.

#### xix. Security and Confidentiality:

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

#### 3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process.
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश के विडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---