दिनांक /Dated: 31-10-2025



GeM Government e Marketplace

# बिड दस्तावेज़ / Bid Document

| बिड विवरण/Bid Details   |  |
|---|--|
| बिड बंद होने की तारीख/समय /Bid End Date/Time  | 21-11-2025 11:00:00  |
| बिड खुलने की तारीख/समय /Bid Opening<br>Date/Time  | 21-11-2025 11:30:00  |
| बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer<br>Validity (From End Date)  | 120 (Days)   |
| मंत्रालय/राज्य का नाम/Ministry/State Name   | Ministry Of Finance  |
| विभाग का नाम/Department Name  | Department Of Economic Affairs   |
| संगठन का नाम/Organisation Name  | N/a  |
| कार्यालय का नाम/Office Name   | Bank Note Paper Mill India Private Limited   |
| कुल मात्रा/Total Quantity   | 360  |
| वस्तु श्रेणी /Item Category   | Caustic Soda for Bulk Supply as per IS 252 (Q2)  |
| बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)<br>/Minimum Average Annual Turnover of the<br>bidder (For 3 Years)              | 34 Lakh (s)  |
| उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के<br>वर्ष/Years of Past Experience Required for<br>same/similar service              | 1 Year (s)   |
| एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान<br>की गई है/MSE Exemption for Years of<br>Experience and Turnover         | No   |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान<br>की गई है / Startup Exemption for Years Of<br>Experience and Turnover | Yes   Partial   Experience - 1 year (s)   Turn over value - 25 (in lakhs)  |
| विक्रेता से मांगे गए दस्तावेज़/Document required<br>from seller   | Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,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 |

| बिड वि  | वरण/Bid Details             |
|---|-----------------------------|
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को<br>निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना<br>चाहते हैं? संदर्भ मेनू है/Do you want to show<br>documents uploaded by bidders to all<br>bidders participated in bid? | No                          |
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए<br>आवश्यक बिड की संख्या। / Minimum number of<br>bids required to disable automatic bid<br>extension  | 3                           |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा<br>बढ़ाई जाएगी। / Number of days for which Bid<br>would be auto-extended   | 7                           |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। /<br>Number of Auto Extension count  | 2                           |
| विगत प्रदर्शन /Past Performance   | 30 %                        |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled  | No                          |
| क्रेता के लिए उपलब्ध आईटीसी/ITC available to<br>buyer   | Yes                         |
| बिड का प्रकार/Type of Bid   | Two Packet Bid              |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु<br>अनुमत समय /Time allowed for Technical<br>Clarifications during technical evaluation   | 2 Days                      |
| निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ<br>पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By<br>Empanelled Inspection Authority / Agencies<br>pre-registered with GeM)   | No                          |
| मूल्यांकन पद्धति/Evaluation Method  | Total value wise evaluation |
| मध्यस्थता खंड/Arbitration Clause  | No                          |
| सुलह खंड/Mediation Clause   | No                          |

# ईएमडी विवरण/EMD Detail

| एडवाईजरी बैंक/Advisory Bank | HDFC Bank |
|-----------------------------|-----------|
| ईएमडी राशि/EMD Amount       | 227000    |

# ईपीबीजी विवरण /ePBG Detail

| एडवाइजरी बैंक/Advisory Bank            | HDFC Bank |
|--|-----------|
| ईपीबीजी प्रतिशत (%)/ePBG Percentage(%) | 5.00      |

| ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months). | 18 |
|---|----|
|---|----|

- (a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/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.
- (b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance securityshould be in favour of Beneficiary, wherever it is applicable.

### लाभार्थी /Beneficiary :

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 Mysuru- 570003 kARNATAKA (Bank Note Paper Mill India Pvt. Lt.d)

## **UIN Number NCTGC2415P**

## विभाजन/Splitting

| विभाजन/Splitting Applied  | Yes   |
|---|---|
| बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर<br>विभाजित किया जा सकता है। / Maximum No. Of<br>Bidders Amongst Which Order May Be Split         | 2   |
| विभाजन मानदंड इस बात पर आधारित है कि कौन सी<br>क्वांटिटी को वितरित किया जाएगा / Split Criteria based<br>on which quantity will be distributed | BNPM reserves its rights to conclude Parallel contracts with Two (02) bidders in the ratio 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. (In case of purchase preference to MSE bidder, the tender quantity shall distribute in the ratio of 75:25.) |

## एमआईआई के लिए आरक्षित / Reserved for Make In India products

### एमएसई खरीद वरीयता/MSE Purchase Preference

| एमएसई खरीद वरीयता/MSE Purchase Preference   | Yes         |
|---|-------------|
| स्क्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में<br>प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो /<br>Purchase Preference to MSE OEMs available upto<br>price within L1+X% | <del></del> |

स्क्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference

25

- 1. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
- 2. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
- 3. 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.
- 4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
- 5. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. 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 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
- 6. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 MSE 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. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
- 7. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any

impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

8. 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. 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.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

## Caustic Soda For Bulk Supply As Per IS 252 (360 metric tonne)

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

| Bis Required                          | Yes |
|---------------------------------------|-----|
| · · · · · · · · · · · · · · · · · · · | I   |

### तकनीकी विशिष्टियाँ /Technical Specifications

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\* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

| विवरण/Specification | विशिष्टि का नाम /Specification<br>Name  | बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement<br>(Allowed Values) |
|---------------------|---|--|
| Specification       | Governing Standard (ISS)  | Confirming to IS 252   |
| Technical           | Form  | Lye  |
| Requirement         | Requirements of Caustic Soda  | As per Table no.1 clause 3.3 and 3.4 of ISS                        |
| Supply Mode         | Mode of supply  | To be supplied in Tanker or tank cars                              |
| Shelf Life          | Shelf Life (year)   | 1  |
| Test Reports        | Type of lab which carried out<br>Test of Complete Product to<br>prove the conformity of product<br>as per specification | Manufacturer In-House Test   |
|                     | Agreed to furnish all the test reports and certificates to buyer / consignee on demand                                  | yes  |

## Additional Specification Parameters - Caustic Soda For Bulk Supply As Per IS 252 ( 360 metric tonne

| Specification Parameter<br>Name                    | Bid Requirement (Allowed Values)                                |
|--|---|
| Sodium hydroxide ( as NaOH ), percent by mass, Min | 50%   |
| Iron (as Fe) Max.                                  | 10 ppm  |
| Density of caustic soda lyes                       | should be in between 1.478 gm/ml - 1.471 gm/ml at 20°C to 30°C. |

| Specification Parameter<br>Name        | Bid Requirement (Allowed Values)   |
|--|--|
| Caustic soda Lye manufacturing process | Caustic soda Lye should be manufactured through membrane cell process and not by Mercury cell process. Bidder firm should give declaration regarding the same along with their techno commercial bid otherwise their offer may be rejected |
| Rejection Criteria                     | If concentration is below 50%, pro-data deduction will be made. Material will be rejected, if concentration found below 45%. No payment shall be made for rejected items.  |

<sup>\*</sup> Bidders offering must also comply with the additional specification parameters mentioned above.

## इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

| जीएसटी पर इनपुट कर क्रेडिट /ITC on GST | जीएसटी उपकर कर क्रेडिट /ITC on GST Cess |  |
|--|---|--|
| 100%                                   | NA                                      |  |

## परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

| क्र.सं./S.N<br>o. | परेषिती / रिपोर्टिंग<br>अधिकारी / Consignee<br>Reporting/Officer | पता/Address  | मात्रा /Quantity | डिलीवरी के दिन/Delivery<br>Days |
|-------------------|--|--|------------------|---------------------------------|
| 1                 | Bhoodhar Prasad<br>Kewat   | 570003,Entry gate 1, Admin<br>Building, Paper Mill Compound,<br>Note Mudran Nagar, | 360              | 365                             |

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

#### 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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

#### 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% (hundred percent) payment shall be released within 10 days on receipt and acceptance of Good s by the consignee 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:

Successful bidder shall start the delivery of material within 30 days from the date of PO as per delivery schedule promulgated by BNPM. Monthly/Quarterly delivery schedule shall be issued to successful bidder.

#### v. Performance Security:

Within twenty-one days after the issue of notification of award by BNPM, the supplier shall furnish perf ormance 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. Per formance security may be furnished as,

- a. Insurance Surety Bonds (or)
- b. Account Payee Demand Draft (or)
- c. Fixed Deposit Receipt from a commercial bank lien to Bank Note Paper Mill India Pvt. Ltd. (or)
- d. Bank Guarantee (including e-Bank Guarantee) issued/confirmed from any of the commercial bank in India in an acceptable form. (or)
- e. Online payment

### vi. Liquidated Damages (LD):

If the supplier fails to deliver any or all of the goods within the time frame(s) incorporated in the contract, BNPM shall without prejudice to other rights and remedies available to BNPM under the contract deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% (Half) percent of the delivered price of the delayed goods and/or services for each week of delay or part thereof until actual delivery or performance, subject to maximum deduction of the 10% of the delayed goods' contract price(s).

#### vii. Shelf Life:-

- i.) Shelf life Period for caustic soda lye shall be minimum 12 months from the date of supply to B NPM, Mysore.
- ii.) In case of any claim arising out within the shelf life time, BNPM shall promptly notify the same 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 replaced 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 reasonabl e period (i.e.15 days), BNPM may proceed to take such remedial action(s) as deemed fit by BN PM, at the risk and expense of the supplier and without prejudice to other contractual rights a nd remedies, which BNPM may have against the supplier.

#### viii. 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.

#### ix. 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 may cancel the order and will arrange to purchase the goods from elsewhere at supplier's risk and cost and the purchase order on supplier shall be cancelled and action taken as per the order terms.

#### x. Vendor Performance:

Vendor shall be evaluated for their performance. The performance shall be based on timeliness of deliveries, quality of the material supplied, technical support, quality of after-sales service if any, replace ment of the defective material if any, responsiveness etc. Based on the above criteria, the vendor shall be rated in category "A", "B" & "C". The vendor with rating "C" shall be disqualified/debarred from participating in the tender for period of 12 months.

#### xi. 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 delivery of the goods and performance of services, the supplier shall promptly inform BNPM in writing about the same and its likely duration and make a request to BNPM for extension of the delivery schedule accordingly. On receiving the supplier's communication, BNPM shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated d amages for completion of supplier's contractual obligations by issuing an amendment to the contract.

### xii. 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 to

- 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 supplier.
- b. The cost difference between the alternative arrangement and supplier's tendered value will be r ecovered 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.

## xiii. 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.

#### xiv. 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, 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.

#### xv. 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 shall be Mysore, Karnataka.

#### xvi. 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.

#### xvii. 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.

#### xviii. 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 Pro curing Entity throughout the Tender process and execution of the Contract. The bidder shall be con sidered 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 proc ess of the contract, which can affect the decision of the procuring entity directly or indirectly;
- b) The bidder (or his allied firm) 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 beh alf of more than one Principal. However, this shall not debar more than one Authorised distribu tor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipmen t Manufacturer (OEM) in procurements under a Proprietary Article Certificate or
- d) 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-contract or in more than one bid if he is not bidding independently in his own name or as a member of a JV.

#### 3. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Bank Note Paper Mill India Private Limited payable at Mysuru

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 4. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

Bank Note Paper Mill India Private Limited

. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

#### 5. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of

Bank Note Paper Mill India Private Limited payable at Mysuru

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

## 6. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

#### 7. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

## 8. Generic

**Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

### 9. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Bank Note Paper Mill India Private Limited payable at Mysuru

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

#### 10. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

Bank Note Paper Mill India Private Limited

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

#### 11. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Bank Note Paper Mill India Private Limited

Account No.

05230350002465

IFSC Code

HDFC0000523

Bank Name

**HDFC Bank** 

Branch address

Bangalore

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

#### 12. Generic

Staggered Delivery: The ordered items shall be supplied in a staggered manner. (

20

Quantity shall be supplied within

30

days of contract placement and thereafter

20

Quantity per Month)

#### 13. Generic

Shelf Life: The Product/Spare parts to be supplied as part of the services must have minimum

6

Shelf Life. On the date of supply, minimum

30

usable shelf life should be available / balance.

#### 14. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

#### 15. Certificates

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

#### 16. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

### 17. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

## अस्वीकरण/Disclaimer

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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 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. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 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.
- 15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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

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 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।/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, 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.

# ---धन्यवाद/Thank You---