Not Transferable Security Classification: Non-Security



This notice is being published only as an abundant precaution and is not an open invitation to quote in the Tender. Participation in this tender is by invitation only and is limited to the Petroleum PSEs/PSU or their authorised dealers, who have been sent this tender by email. Unsolicited offers are liable to be ignored.

# TENDER ENQUIRY FOR SUPPLY OF HIGH SPEED DIESEL OIL (HSD) AS PER IS 1460:2017 (LATEST) AT BNPM PLANT, MYSURU

### This tender document contains 16 Pages

Tender Enquiry No.	BNPM/LTE/493/2024-25				
Tender issuing date	21.01.2025				
Pre-bid meeting date & time	Not Applicable				
Due date & time for bid submission	04.02.2025 till 1100 Hrs.				
Opening date and time for tenders	04.02.2025 till 1130 Hrs.				
Mode of bid submission	Online Through e-tendering portal www.tenderwizard.com/BNP				
Type of tender	LIMITED TENDER ENQUIRY (LTE)				
Tender Processing Fee	Rs.1000/- + Taxes				
Details of contact person	Deputy General Manager (SCM) 0821-240111/174/180/177				

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

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	Annexure – C	Enclosed
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## **SECTION I – NOTICE INVITING TENDERS**

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

Schedule	Brief Description of Goods /	EMD**	Required
No.	Services		Quantity (Nos)
1	SUPPLY HIGH SPEED DIESEL OIL (HSD) AS PER IS 1460:2017 (LATEST) AT BNPM PLANT, MYSURU	Not Applicable (Bid security declaration as per Annexure C to be submitted)	12,000.00 LTR

#### 2. Procedure for bid submission:

- a) 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.
- b) Aspiring Bidders/Contractors who have not registered in e-tendering should register through the website E Tendering (<a href="www.tenderwizard.com/BNP">www.tenderwizard.com/BNP</a>) for participating in the Online Tenders. The registration charges will be Rs. 1000/- plus applicable taxes (per year) which needs to be paid through electronic mode only.
- **c)** For details, registration and e-payment, please visit e-tendering website <a href="https://www.tenderwizard.com/BNP">www.tenderwizard.com/BNP</a> or contact KEONICS help desk @ 080-40482000.
- **d)** 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.
- **3.** 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.
- **4.** For those tenderers whose technical bids do not satisfy the eligibility criteria, their financial Bids will not be opened.
- **5.** 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.
- **6.** BNPM reserves the right to cancel the tender at any stage without assigning the reasons thereof.

Yours faithfully,

For and on behalf of BNPMIPL

Deputy General Manager

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

- **1.** Tenders are to be uploaded on e-tendering portal <u>www.tenderwizard.com/BNP</u> only in two- part bid system.
- **2.** <u>Part-I Prequalification Bid & Techno-commercial Bid</u>: Scanned copy of Technical offer, GST, PAN, Bank details etc. along with all sections & annexures of this tender.

### ii) Part II - Price Bid:

Price shall be furnished through e-portal only.

Price offer submitted in any other format will be liable for rejection.

### 3. Delivery Schedule:

Delivery shall be made within 30 days from the date of issuance of purchase order.

### 4. Payment terms:

100% payment will be made within 7 working days against receipt and acceptance of High Speed diesel (HSD) Tanker by the consignee at destination and on production of all required documents by the supplier. Prevailing basic price of High Speed diesel (HSD) on the date of invoice shall be considered for payment.

- 5. Warranty: Not Applicable
- 6. Security Deposit / Performance Security: Not Applicable

#### 7. Prices:

Prevailing basic price of High Speed diesel (HSD) on the date of delivery as per invoice will be considered for making the payment. Applicable taxes will be calculated according to the prevailing basic price.

All bidders are requested to submit their price bid online as per prevailing rate of High Speed diesel (HSD) oil as on **15.01.2025**. Bidder has to submit notification of prevailing High Speed diesel price list as on **15.01.2025** on their company's letter head. Bidder has to mention supply location point.

### 8. Evaluation Criteria:

- i. The technical bids shall be opened in the first instance and these bids shall be scrutinised and evaluated by the competent committee/ authority with reference to the parameters prescribed in the tender document. Subsequently, in the second stage the financial bids of only technically acceptable offers as decided in first stage shall be opened for further scrutiny and evaluation. Intimation regarding opening of financial bids shall be given to acceptable tenderers to enable them to attend the financial bid opening, if they so desire.
- ii. The method of evaluation of bidder for awarding the Contract shall be on consolidated grand total offered by the bidder and will be decided taking into consideration of the total offered price for delivery up to BNPM, Mysore as per prevailing rate as on 15.01.2025. Bidder has to indicate the supply location point. Bidder has to provide diesel price list (on company's letter head) as on 15.01.2025.
- iii. All responsive tenderers shall be evaluated as per the terms & conditions of the tender. The basis for arriving at the lowest responsive bidder shall be as per the price quoted for landed cost at Mysore including VAT, packing & forwarding charges, freight, insurance and any other charges etc. and input credit shall be deducted to arrive at the

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

effective price. Effective price shall be considered for arriving the lowest responsive bidder.

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

### 9. Liquidated Damages:

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

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

### **10. Force Majeure:**

In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Contractor shall, within a week—from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Unless otherwise directed by BNPM in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

### 11. Fore-Closure Clause:

If at any time during the continuation of this contract, the use of material ordered in this contract is completely banned or due to drastic change in Government policy its use as, raw material is discontinued or is declared hazardous to public health or cause rising to civil commotion, epidemics, wide-spread strikes and 21 days' notice of such eventualities is given by purchaser to the seller, the seller without any right to enforce the contract, will agree to the fore-close the performance of balance portion of this contract and in that event no claim for damages or loss will be lodged against the purchaser.

## 12. Settlement of Disputes through Arbitration:

All disputes and differences of any kind whatsoever arising out of or in connection with

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

the contract, whether during the progress of the work or after their completion except accepted matters shall be settled through arbitration process as per the Arbitration & Conciliation Act, 1996. The venue of arbitration shall be Mysore, Karnataka

### 13. 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.

- **14.** 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.
- **15.** I/we engage to supply the material(s) to your engineering store, BNPMIPL and comply the following:
  - a) Tender schedule and technical specification indicated.
  - **b)** Item/tender specific conditions for this tender.
  - c) Terms and conditions enclosed.
  - **d)** General conditions of contract signed by me at the time of supplier registration (for registered suppliers/enclosed).
  - **e)** I/we confirm that set off for the VAT, 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 VAT, etc.
  - **f)** This offer is valid for 90 (Ninety) days from the date of opening of the tender.
  - g) That 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. (Annexure-B enclosed)
  - **h)** That the rates quoted are not higher than the rates quoted for same item to BNPMIPL/BRBNMPL/SPMCIL and any other Government/ Undertakings.

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

# **SECTION III – TECHNICAL SPECIFICATIONS**

### TECHNICAL SPECIFICATION FOR SUPPLY OF HIGH SPEED DIESEL (HSD

Sl.	Particular	Specifications
i.	Description of goods	High Speed Diesel (HSD)
ii.	Standard	As per specification for Bharat Stage-VI confirms to IS:1460:2017 (LATEST)

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

## **SECTION IV – QUALITY CONTROL REQUIREMENTS**

### 1. QUALITY:

Quality is essence of this tender. The bidder shall supply the material as per the specification mentioned in Technical Specification. The material supplied will be inspected at our factory. Quantity as ascertained on receipt of above material at our site will be treated as quantity supplied wherever the package/materials are received intact. For each supply/consignment, test/quality certificate should be send without fail. As regards quality, our laboratory analysis report will be final and our decision on acceptance or rejection will be final and binding on you.

**2.** Inspection: Supplier shall provide test certificate along with the supply.

### 3. Packing:

It is desired that the High Speed Oil (HSD) tanker to be supplied in tanker only to BNPM Mysore site, FOR basis.

**4.** Sample will be taken randomly for lab testing.

Sl.	Particular	Specifications	Whether agreed by the bidder	Deviation if any
i.	Description of goods	High Speed Diesel (HSD)	Yes agreed	
ii.	Standard	As per specification for Bharat Stage-VI confirms to IS:1460:2017 (LATEST)	Yes agreed	

# **SECTION IV – QUALITY CONTROL REQUIREMENTS**

## **Commercial Compliance Statement**

Sl. No.	Features	Requirements of BNPMIPL, Terms & conditions	Whether Agreed by the firm	Deviatio n, if any
1	Delivery Period	As mentioned in Sl. No.2 of Section II	Yes agreed	
2	Payment Terms	As mentioned in Sl. No.4 of Section II	Yes agreed	
3	Liquidated Damages	As mentioned in Sl.No.9 of Section II	Yes agreed	
4	No. of pages	Total number of pages in Technical Bid		

# <u>SECTION V – QUALIFICATION/ ELIGIBILITY CRITERIA</u>

Category	Eligibility Criteria	Documents required in support of eligibility criteria
General	<ul> <li>a) Bidder* (Individual/ firm/company/corporate / LLP / HUF / limited company) intending to bid should be bonafide, experienced, technically competent, resourceful and financially sound to carry out the assigned order.</li> <li>*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)</li> </ul>	Company's registration / Certificate of incorporation/Partnership Deed/Any other registration certificate as applicable  Signed & Stamped Annexure – A on company's letter head.
	b) Bidder should have valid GST registration certificate	Copy of GST certificate
	c) Bidder should have valid PAN card.	Copy of PAN card
	d) As on the date of submission of bid against this tender, bidder should not be in the list of ineligible/blacklisted/banned/debarred entity by SPMCIL/BRBNMPL/BNPMIPL/any government agency for participating in its tenders.	Declaration as per Annexure – B on company's letter head duly Signed & with company Stamp to be submitted

- \*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 (BNPM/LTE/493/2024-25 dated 21.01.2025)

# SECTION V - QUALIFICATION/ ELIGIBILITY CRITERIA

- 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.

# SECTION V - QUALIFICATION/ ELIGIBILITY CRITERIA

- 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 required to 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.

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

All experience, past performance and capacity/ capability related/ data should be certified by the authorised signatory of the bidder firm. The credentials regarding experience and past performance to the extent required as per eligibility criteria submitted by bidder may be verified from the parties for whom work has been done.

### Authorised Signature with stamp & date

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

# SECTION V – QUALIFICATION/ ELIGIBILITY CRITERIA

## ANNEXURE - A

e-Tender No.: BNPM/LTE/493/2024-25 dated 21.01.2025 (To be submitted on Company letterhead)

### **DECLARATION**

I hav	e read	the clause r	egardin	g restri	ictions o	n procu	rement	fron	n a bidde	r of a co	ıntry w	hich
shar	es a	a land	borde	r w	rith I	ndia.	I h	ereb	y cer	tify t	hat	M/s
					is r	not from	such a	cour	itry or, if	from suc	h a cou	ntry,
has	been	registered	with	the (	Compete	ent Au	thority.	I	hereby	certify	that	M/s
						ful	fills all r	equ	irements	in this re	egard a	nd is
eligil	ole to b	oe considere	ed." (wh	ere app	olicable,	evidend	ce of val	id re	egistratio	n by the	Compe	etent
Auth	ority s	hall be attac	hed)									
I, the		signed, dec	are that	the ite	m		origina	ate i	n	(I	Name o	f the
Signa	ature _											
Nam	e											
Desi	gnatior	1										
Date												
Stam	p of th	e Organizat	ion									

# SECTION V – QUALIFICATION/ ELIGIBILITY CRITERIA

### ANNEXURE - B

e-Tender No.: BNPM/LTE/493/2024-25 dated 21.01.2025 (To be submitted on Company letterhead)

#### **DECLARATION**

- I) 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 get 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. 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.
- II) We do hereby declare that we have read and understood all terms and conditions of tender document including GIT, SIT, GCC, SCC, Technical Specification, Quality Control Criteria and confirm to abide to those conditions without any counter conditions.

Signature
Name
Designation
o .
Date
Stamp of the Organization
(RNPM/LTE/493/2024-25 dated 21.01.2025)

# SECTION V – QUALIFICATION/ ELIGIBILITY CRITERIA

### **ANNEXURE -C**

e-Tender No.: BNPM/LTE/493/2024-25 dated 21.01.2025 (To be submitted on Company letterhead)

#### **BID SECURITY DECLARATION**

We, the undersigned, declare that we will automatically be suspended from being eligible for bidding in any tender with Bank Paper Mill India Private Limited, Mysuru for the period of 12 months, if we are withdrawing our Bid during the period of bid validity (or) fail / refuse to furnish the performance security / execute the contract, if awarded.

Signature
Name
Designation
Date
Stamp of the Organization

## **SECTION VI - PRICE SCHEDULE**

### (TO BE FILLED ONLINE ONLY THROUGH E-PORTAL)

(A copy of sealed & signed blank price schedule has to be submitted along with pre-qualification & techno-commercial offer)

Dear Sir,

### SUB: PRICE BID FOR SUPPLY HIGH SPEED DIESEL OIL (HSD) AS PER IS 1460:2017 (LATEST) AT BNPM PLANT, MYSURU

**Ref:** Tender No. BNPM/LTE/493/2024-25 dated 21.01.2025

FORM: B-1

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

	Name of the Firm (Mandatory Fi												
				Price (in INR) as on Prevailing rate dated 15.01.2025									
Sl.No	Description	Unit	Quantity	HSN CODE	Basic Price in INR per Ltr.	Discount if any per Ltr.	Discounted Price per Ltr	Freight, P&F, Transit Insurance and any other charges per ltr	Total unit price (Incl. of Freight, P&F and any other charges) (INR)	Total price (exclusive of VAT)	VAT on Total Price in %	VAT on Total price (INR)	Total Price Inclusive of taxes (DAP BNPM, Mysore)
			(a)		(b)	(c)	(d) = (b)-(c)	(e)	(f) = (d) + (e)	(g) = (a) * (f)	(h)	(i) = (g) * (h)	(j) = (g) + (i)
1	SUPPLY HIGH SPEED DIESEL OIL (HSD) AS PER IS 1460:2017 (LATEST) AT BNPM PLANT, MYSURU	LTR	12,000.00				-		-	-		-	-

Total proice with freight, P&F, Transit Insurance, VAT and any other charges (F.O.R - BNPM, Mysuru site) in Figures (INR)

Total with freight, P&F, Transit Insurance, VAT and any other charges (F.O.R - BNPM, Mysuru site) in Words (INR)

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

<sup>1)</sup> All bidders are requested to submit their price bid online as per prevailing rate of diesel as on 15.01.2025. Bidder has to submit notification of prevailing diesel price list as on 15.01.2025 on their company's letter head. Bidder has to mention supply location point.

<sup>2)</sup> Prices quoted above shall be DAP BNPM, Mysore site basis inclusive of VAT, Packing & Forwarding charges, freight, transit insurance and all other charges. Pprice shall be considered for arriving the lowest responsive bidder. However, PO price shall be inclusive of all charges on DAP BNPM, Mysore.