Not Transferable Security Classification: Non-Security



#### TENDER ENQUIRY FOR SUPPLY OF LDPE POLY BAG AT BNPM PLANT, MYSURU.

#### This tender document contains 14 Pages

| Tender Enquiry No                     | BNPM/OTE/42/2025-26                             |  |
|---------------------------------------|---|--|
| Tender issuing date                   | 07.05.2025                                      |  |
| Due date & time for Bid<br>Submission | 21.05.2025 @ 11.00 Hours                        |  |
| Bid Opening date & Time               | 21.05.2025 @ 11.30 Hours                        |  |
| Mode of Bid Submission                | Online  |  |
| Type of Tender Enquiry                | OPEN TENDER ENQUIRY (OTE)                       |  |
| Tender Processing Fee                 | Rs.100/- + Taxes                                |  |
| Details of contact person             | Deputy General Manager (SCM)<br>0821-240111/175 |  |

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

e-mail: <a href="mailto:scm.tender@bnpmindia.com">scm.tender@bnpmindia.com</a>

website: www.bnpmindia.com

## **SECTION I – NOTICE INVITING TENDER**

1. Tenders are invited from eligible and qualified tenderers for supply of following goods:

| S No. | Item Description  | UOM  | Quantity |
|-------|---|------|----------|
| 1.    | Supply of LDPE Poly Bag at BNPM, Mysuru<br>(Detailed technical specifications are mentioned in Section III) | Nos. | 6000     |

### 2. Procedure for bid submission:

### **ONLINE:**

- a) Interested bidders may obtain further information about this requirement from the above office selling the documents. They may also visit our website <u>www.tenderwizard.com/BNP</u> mentioned above for further details.
- b) Aspiring Bidders/Contractors who have not registered in e-tendering should register through the website E – Tendering (<u>www.tenderwizard.com/BNP</u>) 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.
- c) For details, registration and e-payment, please visit e-tendering website <u>www.tenderwizard.com/BNP</u> or contact KEONICS help desk at 080-40482000, 8951906455.
- 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. BNPM reserves the right to cancel the tender at any stage without assigning the reasons thereof.
- 5. Against receipt of the following notification through email from tender wizard, bidder must resubmit the bid even if the bidder have already submitted the bid through tender wizard.

Notification: If you have already submitted the tender, then ensure that you re-submit 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.

6. 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.

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#### 1. Documents to be submitted:

- a) Signed copy of this document (All the pages).
- b) Filled price schedule as per Section III of this document.
- c) Technical details /datasheet for the enquired product (if applicable).
- d) Micro / Small Enterprise (MSE) (Certificate issued by only UDYAM (If applicable), GST, PAN, Bank details (cancelled cheque/ bank mandate)).
- e) Manufacturing unit details (if any applicable).
- f) Incorporation certificate/ CIN/ Partnership deed etc.,
- **2. Price:** Price should be inclusive of P&F, Freight, Transit Insurance and GST. Price shall remain fixed & no price variation shall be accepted till completion of contract.

#### 3. Terms of Payment:

- a) 100% payment will be made within 30 days after receipt and acceptance of complete supply at BNPM Plant, Mysuru, as per purchase order and on production of all required documents by the successful bidder. NEFT/RTGS details shall be furnished along with the Original Invoice.
- b) Payment will be made only if the supplied consignment meets the specifications & quality criteria mentioned in the Technical Specifications.

#### 4. Delivery Terms & Delivery Address:

**Delivery Terms:** Delivery shall be made on **F.O.R Basis** to Bank Note Paper Mill India Pvt Ltd., Mysuru.

**Delivery address:** Engineering Stores, Bank Note Paper Mill India Pvt Ltd., Note Mudran Nagar, Mysuru - 570003. Stores contact details: 0821-2401476/486.

- **5. Delivery Schedule:** Successful bidder shall complete supply of material within a maximum period of **2 Months** from the date of placement of Purchase Order.
- **6. Taxes:** All Taxes shall be as applicable in GST regime. TDS, TCS will be deducted as applicable under Income tax act and GST act. Payment of GST is primarily the responsibility of the seller and will not be paid unless the percentage value is clearly mentioned in the quotation.
- **7. Liquidated Damages (LD):** If the supplier fails to deliver any or all of the goods within the delivery period (as per PO), 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).
- **8. Delay in successful bidder's performance:** Time for and the date specified in the contract or as extended for the delivery of the stores 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 delivery of goods and/or 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.

**9. 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 delivery of the goods and 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 delivery schedule, with or without liquidated damages for completion of successful bidder's contractual obligations by issuing an amendment to the contract.

- **10.Rejection Replacement:** In case of supplies, materials not meeting BNPM specification will be rejected outright and the rejected material shall be taken back within 7 days at the cost and risk of the successful bidder and replacement should be made within 15 days from the date of intimation. No 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 successful bidder.
- **11. Risk Purchase Clause:** If the successful bidder fails to abide by the terms and conditions of the contract/agreement, or fails to supply the material as per the delivery schedule or any time repudiates the contract,
  - a) Procure the tendered item / 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 wherein default has been made will be recovered from the successful bidder along with the other incidental charges.
  - b) In case of procurement 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.
- **12. Termination for Convenience:** BNPM reserves the right to terminate the contract, in whole or in part for its (BNPM's) convenience, by serving written notice on the successful bidder at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of BNPM. The notice shall also indicate inter-alia, the extent to which the successful bidder'sperformance under the contract is terminated, and the date with effect from which such termination will become effective.

- **13. 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.
- **14.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.
- **15. 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.
- **16.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.
- **17.**Catalogue/drawing (if applicable) for the quoted products have to be provided along with the bid.
- **18.Evaluation Criteria:** Evaluation shall be done on the basis of **overall effective price** quoted by the bidder and the contract shall be awarded to the **overall lowest (L1) bidder** Bidder has to mention appropriate HSN code and quote GST rate provided in Price Schedule. In case of any mismatch in HSN code with respect to offered product, same shall be decided in consultation with winning bidder.

All tenderers should be registered under GST. They should be eligible to pass on input credit. Bid will be evaluated all-inclusive though input credit will be deducted to arrive at the effective cost.

The evaluation of tender for three categories of GST registration is provided below:

| Particulars       | Registered   | Composite | Unregistered* |
|-------------------|--------------|-----------|---------------|
| Basic Price       | XXX          | XXX       | XXX           |
| Add: GST          | Х            | -         | Х             |
| Add: Cess on GST  | XX           | -         | Xx            |
| Less Input Credit | Х            | -         | Х             |
| Total price       | Xxx +X+xx -X | XXX       | xxx +X+xx -X  |

\*If a tenderer is unregistered, the GST shall be payable by the purchaser under reverse charge and shall be added to the quoted rate to arrive at the Gross price and input credit, if any shall be deducted from the total landed cost to arrive at the net comparable price. If no indication regarding GST is recorded in the quotation, the GST will be considered as included.

#### 19. Tender Validity: <u>90 (Ninety) days</u> from the date of opening of the tender

#### **20.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 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. <u>Note:</u> 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.

# **SECTION III – TECHNICAL SPECIFICATIONS**

| S.<br>No. | Items                                  |
|-----------|--|
| 1.        | LDPE Poly Bag 75 Micron Size 24" x 36" |

# **SECTION IV – PRICE SCHEDULE**

#### Tender No.: BNPM/OTE/42/2025-26, dated: 07.05.2025

| Sch.<br>No | Description   | UOM  | Qty          | Unit<br>Price | P&F, Transit<br>Insurance &<br>Freight<br>Charges | GST@<br><br>Amount | Unit price<br>including<br>P&F, Transit<br>Insurance,<br>Freight &<br>GST | Total price<br>inclusive of<br>P&F, Transit<br>Insurance,<br>Freight &<br>GST (F.O.R,<br>BNPM,<br>Mysuru) | Input GST<br>Credit (INR)<br>{GST amount<br>* Total<br>quantity} | Effective<br>price<br>inclusive of<br>P&F, Transit<br>Insurance,<br>Freight<br>(F.O.R, basis) |
|------------|---|------|--------------|---------------|---|--------------------|---|---|--|---|
|            |   |      |              | (INR)         | (INR)   | (INR)              | (INR)   | (INR)   | (INR)  | (INR)   |
| Α          | В   | С    | D            | Е             | F   | G                  | H=E+F+G   | I=H*D   | J=G*D  | K=I-J   |
| 1.         | Supply of LDPE Poly<br>Bag at BNPM, Mysuru<br>(As per technical<br>specifications are<br>mentioned in Section<br>III) | Nos. | 6000         |               |   |                    |   |   |  |   |
|            |   | То   | tal effectiv |               | -   |                    | pply of LDPE Pol<br>es (F.O.R – BNPM                                      |   |  |   |
|            |   | Тс   | tal effectiv |               |   |                    | pply of LDPE Pol<br>ges (F.O.R – BNPI                                     |   |  |   |

#### Note:

- 1. This is a single stage, single envelope tender. Techno-commercial and Price Bid will be opened together.
- 2. Bid is to be submitted online only.

We hereby confirm that

- 1. We accept all the terms & conditions and technical specifications & Scope of supply mentioned in the tender enquiry.
- Price quoted is inclusive of P&F, Insurance, Freight and GST on F.O.R Basis, BNPM Plant, Mysuru.
- 3. HSN Code: .....
- 4. GST registration status: Unregistered / compounding / registered.
- 5. Delivery period: .....
- Bid validity: 90 days from date of closing of tender including extensions/ corrigendum's (if any). Bid Security declaration has been submitted as per format.

### 7. <u>Bank Details (Enclose - Cancelled Cheque/ Bank Mandate):</u>

Bank Account No. .....; Bank Account Name: .....; Branch name: .....; IFSC: .....;

- 9. Technical Data sheet/ Product Catalogue (Submitted/ Not submitted).

Signature of bidder: .....

Name of the Firm: .....

Seal of the firm: .....

GST No.: .....

#### Contact Details: -

- Contact Person: .....
- Contact Number: .....

E-mail Id: .....

### <u>ANNEXURE –A</u>

#### e-Tender No: BNPM/OTE/42/2025-26, dated: 07.05.2025

- \*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:-
  - 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;

- 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 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.

#### **DECLARATION ON LAND BORDER SHARING**

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

I, the undersigned, declare that the item ...... (Insert item name) originate in ...... (Insert Country of Origin of the Offered Product).

| Signature: |  |
|------------|--|
|            |  |

Name: \_\_\_\_\_

Designation:

Date: \_\_\_\_\_

Stamp of the Organization:

### <u>ANNEXURE – B</u>

### e-Tender No: BNPM/OTE/42/2025-26, dated: 07.05.2025

#### (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: |

## <u>ANNEXURE – C</u>

### e-Tender No: BNPM/OTE/42/2025-26, dated: 07.05.2025

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

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, Mysore 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: