

Bid Corrigendum

GEM/2024/B/4987235-C1

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. 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 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, Karnataka.

- ii. **Terms of Payment:**

100% amount of the invoiced value shall be released within 10 days from the date of receipt and acceptance of goods by the consignee at destination and on production of all required documents by the supplier.

Payment will be made only if the supplied material meets the specifications & quality criteria mentioned in the Technical Specifications.

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:**

Supplier shall start the delivery of material within 15 days from the date of issuance of delivery schedule by BNPM within the validity of contract.

- v. **Material Despatch Documents:**

Original Invoice, COA and MSDS shall be submitted along with each supply.

- vi. **Packing Standards :**

Only in 1000 litre Intermediate Bulk Container (IBC) with 50 NB Flange (to suit ANSI B16.5, 150 class) after valve at outlet. The packing shall be as per requirement of BNPM and the used cans/ IBC shall be taken back by the vendor after use in BNPM for reuse. There should be proper indication on the can / IBC regarding the content. The packing shall bear legibly and indelibly the following information: a) Name and Grade of Material b) Name of Manufacturer c) Weight of material in kg d) Month and Year of Packing. e) Shelf Life f) Batch Number.

- vii. **Performance Security:**

Within twenty-one days after the issue of notification of award by BNPM, the supplier shall furnish performance security to BNPM for an amount equal to **Five per cent (5%)** of the total value of the contract, valid up to sixty days after the date of completion of all contractual obligations by the supplier. Performance security may be furnished as,

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

viii. 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).

ix. Shelf Life:-

- a. Shelf life Period for Sodium Hypochlorite shall be minimum 6 months from the date of supply to BNPM, Mysore.
- b. In case of any claim arising out within the shelf life time, BNPM shall promptly notify the same in writing to the supplier.
- c. 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 destination. 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.
- d. 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 such replaced chemicals starts functioning to the satisfaction of BNPM.
- e. 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 deemed fit by BNPM, at the risk and expense of the supplier and without prejudice to other contractual 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 specification will be rejected outright and the rejected material shall be taken back within 7 days at the cost and risk of the supplier 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 stipulated period, BNPM reserves the right to dispose off the material at the risk and expense of the vendor.

xi. Payment of CGST, SGST, IGST & UTGST:

The contractor is required to adhere the following procedure in order to honour the payment against CGST, SGST, IGST & UTGST in the invoice:

- i. An invoice issued by the contractor of goods or services or both should be in accordance with the provisions of section 31 of the CGST Act and should contain all the prescribed information's in accordance with Chapter VI of CGST Rules, 2017;
- ii. A debit note issued if any, by a contractor should be in accordance with the provisions of section 34 of the CGST Act;
- iii. The contractor should mandatorily upload the aforementioned documents in GSTR -1, details of outward supplies of goods or services within the prescribed time under GST Act;
- iv. The contractor should provide the relevant documents to confirm the tax charged on the

e invoice has been paid to the credit of government after adjusting with ITC if any.

Notwithstanding above, the contractor should provide indemnification as follows:

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

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

xii. Tax Collection at source:

Finance Act, 2020 also inserted sub-section (1H) in section 206C of the Act which mandates that with effect from 1st day of October, 2020 a seller receiving an amount as consideration for sale of any goods of the value or aggregate of such value exceeding Fifty Lakh Rupees in any previous year to collect tax from the buyer a sum equal to 0.1 per cent (subject to the provisions of proposed sub-section (10A) of the section 206C of the Act) of the sale consideration exceeding Fifty Lakh Rupees as income-tax. The collection is required to be made at the time of receipt of amount of sales consideration.

xiii. 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, Purchaser 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.

xiv. 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, replacement 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.

xv. 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 damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

xvi. Risk Purchase Clause:

If the supplier fails to abide by the terms and conditions of this agreement, or fails to supply the material 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 recovered 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.

xvii. 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 supplier, the supplier 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.

xviii. 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.

xix. 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 Mysore, Karnataka.

xx. Legal Jurisdiction:

The Courts of Mysore (Karnataka State) shall alone have jurisdiction to decide on any legal matter of dispute whatsoever arising out of or in respect of the contract.

xxi. Security and Confidentiality:

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

3. **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
4. Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.
5. **Staggered Delivery:** The ordered items shall be supplied in a staggered manner. (
10000
Quantity shall be supplied within
30
days of contract placement and thereafter
10000
Quantity per Month)
6. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
7. 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.
8. Buyer uploaded ATC document [Click here to view the file.](#)

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 [attached categories](#), 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.

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 document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)