

**BANK NOTE PAPER MILL INDIA PRIVATE LIMITED,
CIN: U21090KA2010PTC055475
CORPORATE OFFICE, MYSORE
0821-2401173**

Email: gourab.banerjee@bnpmindia.com ;

ENQUIRY No. BNPM/LTE/HDPE CHEMICAL GRADE TANK/381/1/2018-19

Start Date: 03.08.2018

Last Date: 10.08.2018

1. Scope of work:

Supply of HDPE Chemical Grade Tank

2. Terms & Conditions:

1) Price:

Price should be inclusive of, Freight, P&F & Insurance and GST. Price should be fixed & firm up to the completion of supply. No price variation is accepted.

2) Terms of Payment:

Supply – 100% within 30 days on receipt and acceptance of goods by the consignee at destination (BNPM Plant, Mysuru) and on production of all required documents by the supplier.

Warranty certificate (if applicable) and NEFT/RTGS details shall be furnished along with invoice.

3) Delivery & Delivery Address:

Delivery should be FOR, Bank Note Paper Mill India Pvt Ltd , Mysore.

Delivery Address: Engineering Stores, Bank Note Paper Mill India Pvt. Ltd., Note Mudran Nagar, Mysore - 570003.

Contact Person:

Mr. Ashutosh Kumar

0821 2401 486

Mr. Sunil Kumar

0821 2401 485

4) Delivery Schedule:

Within 4 weeks from receipt of order.

5) Liquidated Damages:

Liquidated damages will be applicable at the rate of 0.5% per week for supplies and /or services which has not been delivered / completed as per the agreed delivery terms / service activity completion as mentioned in the order. However, the maximum limit of liquidated damages will be 10% of total order value.

6) 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.

7) Warranty:

The product supplied will be under warranty for 12 months form the date of receipt of material at BNPM, Mysore.

8) Settlement of Disputes:

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.

9) Legal Jurisdiction:

The court of Mysore (Karnataka State) only shall have jurisdiction to deal with and decide any legal matter of dispute whatsoever arising out of any Work orders placed by us/agreement entered into.

10) Delay in supplier's performance:

Delay or Non Delivery:

Time is essence of the contract and completion of delivery dates agreed to are binding on the seller. In the event the seller 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 of replace goods, the order will be treated as incomplete and we may cancel the order and will arrange to purchase the goods from elsewhere at Bidder's risk and cost and the purchase order/LOI on you will be cancelled and action taken as per the order terms.

11) Risk Purchase Clause:

If the Seller 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 go for alternative arrangement.

The cost difference between the alternative arrangement and seller's tendered value will be recovered from the seller 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 seller.

12) Documents to be submitted:

Warranty Certificate, GA drawing of the skid, Sectional drawing of the tank mentioning the parts, list of spare along with the O&M manual.

13) TAXES: All Taxes should be as applicable in GST regime.

Payment of CGST, SGST, IGST, UTGST: The suppliers are 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 vendor for goods or services or both as applicable should be in accordance with the provisions of Sec 31 of the CGST Act & should contain all the prescribed information's in accordance with Chapter VI of CGST rules 2017 .
- ii) A debit note issued if any, by the vendor should be in accordance with the provisions of Sec 34 of the CGST Act.
- iii) The vendor should mandatorily upload the aforementioned documents in respective GSTR, details of outward supplies of goods or services as applicable within the prescribed time under GST Act.
- iv) The vendor should provide the relevant documents to confirm the tax charged on the invoice has been paid to the credit of government after adjusting the ITC if any.

Notwithstanding the above, the supplier should provide indemnification as follows:

In the event of non-compliances with respect to GST Act & Rules by the successful bidder, 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 successful bidder 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, falling which, the GST liability will not be paid /reimbursed/accepted.

14) Force Majeure:

If at any time during the execution of the Purchase Order, the performance in whole or in part by either party of any obligation under this Supply Order is prevented or

delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events") provided notice of happenings of any such eventuality duly endorsed by the appropriate authorities/Chamber of Commerce in the country of the party giving notice, is given by the party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the other party adequacy of the measure taken by it, neither party shall by reason of such event, be entitled to cancel the Purchase Order nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the Purchase Order shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of, BNPMIPL, as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under this Purchase Order is prevented or delayed by reason of any such event for a period exceeding 60 days, BNPMIPL, may at his option cancel the Purchase Order.

15) Arbitration:

Any dispute or difference whatsoever arising between the Parties out of or relating to the construction, meaning, scope, operation, or effect of this Agreement or validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act 1996 and under the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the Parties. The Arbitral Tribunal shall consist of three Arbitrators. The venue of the Arbitration shall be Mysore and it shall be conducted in English Language.

3. Technical Specifications for HDPE Chemical Grade Tank – Annexure-1

- Make: Prominent/Grundfos/Milton Roy
- Capacity: 220 Ltrs
- Tank with filter assembly and saddle to mount the pump on top of the tank
- It is a tank intended for storing HCL of 33% concentration and the design of the same shall be left to the vendor.

4. Price Bid Format:

S. No. (A)	Description (B)	Qty. (C)	UOM (D)	Unit rate including Freight, P&F, insurance Charges In Rs. (E)	Total Rate including Freight, P&F, insurance charges In Rs. $F=E*C$	GST Value on Total rate including Freight, P&F, insurance Charges In Rs. $G=0.18*F$	Grand total inclusive of GST, Freight, P&F, insurance Charges (FOR, BNPM, Mysore) In Rs. $H=F+G$
1.	HDPE Chemical Grade Tank (as per Technical Specifications-Annexure-1)	1	Nos				
Total Price in Words							

We hereby confirm that

1. We accept all terms & conditions and technical specifications mentioned in the enquiry.
2. Price quoted is inclusive of all taxes, P&F, freight etc. on FOR BNPM, Mysore basis.

Signature of bidder:.....

Name of the Firm:.....

Seal of the firm:

GST No: