

by the Indian Law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts within the limit of Mysore.

58. **FORCE MAJEURE:** If by reason of Force Majeure, any party is unable, in whole or in part, to perform any obligation under this contract, other than the payment of money, then such party shall be relieved of any and all liability for failing to so perform, provided that such party give notice to other party promptly as to the commencement and nature of such Force Majeure. The party invoking Force Majeure shall, however, use its reasonable endeavour to remedy the situation and remove, as far as possible and with reasonable dispatch, the cause of its inability to perform; provided, further, that settlement of strikes, lockouts and other industrial disturbances shall be wholly within the discretion of the party involved and that the party invoking Force Majeure shall give prompt notice to the other of the cessation thereof.

Force Majeure circumstances shall include, but not be limited to, natural calamity, fire, floods, war, hostility, civil commotion, acts of God, acts of Government, Sabotage, quarantine, restriction, explosion, epidemic, strikes, embargos, blockades, inability to obtain fuel for transportation.

59. **ARBITRATION:** All disputes or differences whatsoever arising between the parties out of or relating to the construction meaning and operation or effect of the agreement or breach thereof shall be settled by arbitration in accordance with the prevailing Arbitration And Conciliation Act and Laws of India as amended or enacted from time to time. Notwithstanding the existence of or any dispute or differences and / or reference for the arbitration, the agency shall proceed with and continue without hindrance the performance of the work under contract with due diligence and expedition in a professional manner and the payment due to the contractor shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.

60. **LEGAL JURISDICTION:** The court of Mysuru only shall have jurisdiction to deal with and decide any legal matter of dispute whatsoever arising out of any work order placed by us.

61. Bids shall be valid for a period of 90 days from the date of opening.

62. The date of opening of price bid shall be communicated to the qualified bidder at later stages.

63. **Sealing and Marking of Bids:** The bid should be sent in a properly sealed cover (Main envelope) containing inside two separate sealed envelopes, one for technical bid and other for financial bid subscribed as 'Technical Bid' and 'Financial Bid'.

Envelope No.1 (TECHNICAL BID):

1. The technical bid shall contain the following:
 - a. The bidder should have experience in such a type of Maintenance work of water purifier/supply of Water Purifiers/ RO Systems of Eureka Forbes, KENT, Aqua guard/other Models in the last five years and enclose copy of Purchase order/work order/ work completion certificate as proof of evidence.
 - b. Bid declaration Letter.
 - c. Technical Information of the firm.
 - d. Letter of Authorization for attending Bid Opening.
 - e. Self-attested copy of:
 - Copies of Certificates of incorporation of the firm (e.g. Registration as partnership Firm, Proprietary concern, Company etc.)
 - GST Registration Certificate.
 - Permanent Account Number (PAN).
 - Declaration regarding blacklisting.
 - Self-attested copy of tender document (as a token of acceptance of Terms and Conditions of the contract).
 - f. The Technical Bid shall be complete in all respects and contain all information asked for, except prices. It shall not contain any price information.
 - g. The envelope containing technical bid should be marked as “Technical Bid” in bold and legible letters to avoid confusion

Registration Details (whichever is applicable and attach copy):

Name of the Tenderer: _____

Address: _____

Pin Code No. : _____



Tel. No. : _____

Mobile No. : _____

E-mail address: _____

Fax No. : _____

Status of the Company: _____

(Pls. Tick mark as applicable): Proprietor/Partnership/Company

Name of the Company:

Sl.No.	Description	Registration Under	Copy enclosed Yes / No	Remark
1.	Firm/Company Registration/Individual			
2.	Proof for having registration			
3.	PAN Card No.			
4.	GST Reg. No			
5.	Client list			
6.	Any other additional information			

Note 1: All the above copies of documents to be sealed in the technical bid cover along with EMD of **Rs. 3, 000/- (Rupees Three thousand only) and Tender fee Rs. 1, 000/- (Rupees One thousand only)**

Note 2: This tender document contains _____ pages and bidders are requested to sign on all the pages. The Technical bid (Part I Technical bid) & the Price bid (Part II rice bid) should be sealed in separate covers.

Note 3: Tenders not accompanied with above information & documents in support of the same may be summarily rejected.



Details of EMD (to be attached with the Tender Document):

EMD	Rs. 3, 000/- (Rupees Three thousand only)
Tender Fee	Rs. 1, 000/- (Rupees One thousand only)
In favour of & payable at	Bank Note Paper Mill India private Limited, payable at Mysuru.
DD / Pay Order No. & Date	
Drawn on	

Last Date of Submission of Tender: On or before 1500 Hrs October 04, 2018.

UNDERTAKING

I hereby undertake that the information provided above and elsewhere in the tender is true and the tender is liable to rejection if the same is found to be false or the information is found to have been suppressed by me.

Date: (Signature with full name & Seal of the Tenderer)



RICE SCHEDULE

Dear Sir,

Sub: Price bid for Annual Comprehensive Maintenance Contract (A.C.M.C) for Water Purifiers for a period of 3 years on yearly renewable basis.

Ref: Tender No. BNPM/LTE/ (A.C.M.C) for Water Purifiers /504/2018-19 Dated 14.09.2018

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

(All figures in INR)

Name of the Firm												
S I N O	Description	Unit	Quantity	HSN/SAC CODE	Price for Annual maintenance contract for water purifier a period of 1 year (in INR)							
					Basic Unit Price (INR)	Freight, P&F, Insurance and Other Charges (INR)	Unit Price (Incl. of Freight, P&F, Insurance & Other Charges) (INR)	GST - 18% (INR)	Total Unit Price (Incl. of Freight, P&F, Insurance, Other Charges & GST) (INR)	Input Tax Credit for HSN/SAC (INR)	Effective Unit Price (Net of Input Tax Credit) (INR)	Total Price (Incl. of Freight, P&F, Insurance, Other Charges & GST) (INR)
			(i)		(a)	(b)	(c) = (a)+(b)	(d)	(e) = (c)+(d)	(f)	(g) = (e) - (f)	(h) = (g)*i)
1	Annual Maintenance contract for water purifier (10 LPH Capacity) like Aqua Guard/ Kent/ Eureka Forbes and other models as per the detailed scope of work indicated in the tender document.	No	16									
Total effective price (net of input tax credit) for ACMC water purifier with GST, freight, P&F, Insurance and Other Charges (In figures) (D.A.P – Mysore site) (A)												
Total effective price (net of input tax credit) for ACMC water purifier with GST, freight, P&F, Insurance and Other Charges (In words) (D.A.P – Mysore site)												



RICE SCHEDULE

1. The tender will be evaluated on overall L1 basis.
2. We confirm that there would not be any revision in the offered during the contract period and the quoted discount rate will remain firm during the contract period.
3. No service charge will be paid for replacing the parts.
4. We confirm that on being successful in the Tender, we will carry out the work As per Tender specification & to the fullest satisfaction of BNPMIPL.
5. We also confirm that we abide by all the Tender conditions and we do not have any counter conditions.

()

Seal

Name

Signature with Date

Note: i) Price should be quoted exactly as per the format given above; Price bids with conditions /Counter conditions are liable for rejection.

i) Multiple /Variable rate for single item, would lead to rejection of offer.

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

..... (Insert: Bank's Name, and Address of Issuing Branch or Office)

Beneficiary:

Bank Note Paper Mill India Private Limited
Administrative Building, Entry Gate 1,
Paper Mill Compound, Note Mudran Nagar,
Mysore - 570003
Date:.....

Performance Guarantee No.:

WHEREAS.....(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of LOI (Letter of Intent) no..... dated to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said LOI that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the LOI;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

We undertake to pay Bank Note Paper Mill India Private Limited up to the above amount upon receipt of its first written demand, without Bank Note Paper Mill India Private Limited having to substantiate its demand.

This guarantee will remain in force for a period of sixty days after the currency of this contract and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name, authorisation/ signature no. and designation of the officer

Seal, name & address of the Bank and address of the Branch



BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

Checklist for Bank Guarantee:

EMD / Performance BG should be in line with / comply the following.

1. BG should be issued on not less than Rs.200 e stamp / non judicial stamp paper only
2. Non judicial stamp paper / e stamp paper should be purchased in the name of BG issuing bank only.
3. In case of e stamp paper first party should be BG issuing bank and second party should be BNPM.
4. Date of sale of non-judicial / e stamp paper shown on the BG and the stamp paper (BG) issued is not more than six months prior to the date of execution of BG.
5. Executing officer of BG should indicate his name, designation and power of attorney number / signing power no etc. on each page of BG.
6. Name and address of the bidding party, name and address of BNPM and value of the contract are to be mentioned clearly.
7. Overwriting / cutting if any in BG should be authenticated under signature and seal of authorized signatory of BG issuing Bank.
8. BG number and BG date should be mentioned in all pages of BG and all pages are endorsed / signed by authorized signatories of issuing bank.
9. Amount mentioned in figures and words are to be matched.
10. Validity of BG should be in line with the contract.
11. BG should be unconditional.

12. Our Branch details is as mentioned below:

Name of the Bank: HDFC Bank

Name of the Branch: Richmond Road Branch

Branch Address: No. 8/24, Salco Centre, Bangalore-560025, Karnataka

IFSC: HDFC0000523.



LETTER OF AUTHORITY FOR ATTENDING BID OPENING

The General Manager

Unit Address

Subject: Authorization for attending bid opening on _____ (date) in the Tender of

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____ (Bidder) in order of preference given below:

Order of Preference	Name	Specimen
I		
II		
Alternate Representative		
Signature of Bidder or Officer authorized to sign the bid Documents on behalf of the bidder		

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not produced.



ANNEXURE-I

Tender No: BNPM/LTE/ (A.C.M.C) for Water Purifiers /504/2018-19 Dated 14.09.2018

(To be submitted on the letterhead)

DECLARATION

We do hereby declare that,

1. We have not been blacklisted/ debarred by BNPMIPL/ BRBNMPL/ SPMCIL or any Govt. Departments during last three years. The information provided above is correct and true to the best of my knowledge and belief.
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.

Signature _____

Name-----

Designation-----

Date-----

Stamp of the Organization-----

