

**ENQUIRY NO. BNPM/LTE/Bactaslydes, Petrifilm, Syringe & Sterile Water for
Injection/393/2018-19**

Enquiry issuing Date: 04.08.2018

Closing date: 07.08.2018

1. Scope of work:

Supply of Bactaslydes, Petrifilm for Injection as per technical specification.

2. Terms & Conditions:

S. No.	Particulars	Quantity
1.	Payment Terms	100% on receipt and acceptance of goods by the consignee at destination and on production of all required documents by the supplier. <u>Warranty certificate (if applicable) and NEFT/RTGS details shall be furnished along with invoice.</u>
2.	Price	Price should be inclusive of taxes, P&F , Freight, Insurance. Price evaluation will be done item wise.
3.	Freight	Shall be included in quoted price
4.	Packing & Forwarding	Shall be included in quoted price
5.	Delivery Terms	FOR, Bank Note Paper Mill India Private Limited, Mysore
6.	Warranty Period	The product supplied will be under warranty for 12 months form the date of receipt of material at BNPM, Mysore.
7.	Warranty Certificate	Applicable
8.	Delivery Period	4 weeks
9.	Material to be delivered at	Engineering Stores Bank Note Paper Mill India Private Limited Note Mudran Nagar Mysore 570 003



10.	Contact person in Engineering Stores	Mr. Ashutosh Kumar 0821 2401 486 Mr. Sunil Kumar 0821 2401 485
11	Liquidated Damage	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.
12	Risk purchase	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.
13	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 the 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.
14	Force Majeure	If at any time during the execution of the Supply 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



		<p>in the country of the party giving notice, is given by 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 Supply 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 Supply 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 Supply Order is prevented or delayed by reason of any such event for a period exceeding 60 days, BNPMIPL, may at his option cancel the Supply Order.</p>
15	Jurisdiction	<p>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.</p>
16	Delay in supplier's performance	<p>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.</p>
17	Documents to be submitted	<p>Warranty certificate , Test certificate</p>



18	Taxes	<p>All Taxes should be as applicable in GST regime.</p> <p>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.</p> <ul style="list-style-type: none"> 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. <p>Notwithstanding the above, the supplier should provide indemnification as follows:</p> <p>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.</p> <p>The above requirements are mandatory to claim any GST liability, falling which, the GST liability will not be paid /reimbursed/accepted.</p>
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3. Technical Specifications :

- i. Bactaslydes: (Pseudomonas + Total Bacterial Count)-Microbe Detection Device- Qty 40 Nos
- ii. Petrifilm: Aerobic Count Plate- Qty 17 Nos



4. Price Bid Format :

S. No. (A)	Description (B)	Qty. (C)	UOM (D)	Unit rate including Freight, P&F, insurance Charges (E)	GST Value on Unit rate including Freight, P&F, insurance Charges (F)	Grand total inclusive of GST, Freight, P&F, insurance Charges (FOR, BNPM, Mysore) {G = (E+F)*C}
1.	Bactaslydes - Microbe Detection Device	40	Nos.			
2.	Petrifilm - Aerobic Count Plate	17	Nos.			
Total Price in Words						

We hereby confirm that

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

Signature of bidder:.....

Name of the Firm:.....

Seal of the firm:

GST No:

