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## LIMITED TENDER ENQUIRY No. BNPM/LTE/FBBC/1006/2019-20

Issue Date: 02.01.2020 Extension No.2: 17.01.2020 Closing Date: 22.01.2020

## A. Scope of work:

Annual Maintenance Contract (AMC) of Float cum Boost Battery Charger at BNPM Plant, Mysuru

Sl.no.	Description								
	Annual Maintenance Contract (AMC) for Float cum Boost								
	Battery Charger – 03 Nos.								
	1. Float cum Boost Battery Charger 110VDC/80A, Sr. No.								
	AE/2015-01/BC-01, Make: Antronix Engineers - 01 No.								
	2. Float cum Boost Battery Charger 110VDC/80A, Sr. No.								
	AE/2015-01/BC-02, Make: Antronix Engineers - 01 No.								
	3. Float cum Boost Battery Charger 110VDC/80A, Sr. No.								
	AE/2015-01/BC-03, Make: Antronix Engineers - 01 No.								
1.	Scope of work under AMC:  a) No Load & On Load test. Output Voltage Settings.								
	b) Various Interlocking Tests								
	c) Annunciation / Indication Lamps Test.								
	d) Replacement of Defective Parts								
	e) Checking of Cooling Fans for Healthiness &								
	Replacement if required								
	f) Auto change over, AUTO/ MANUAL Operation								
	g) Defective Faulty Parts Replace Work								

#### **B.** Terms & Conditions:

### 1. Documents to be submitted:

- a) Signed copy of this document (All the pages).
- **b)** Filled price details as per the format provided below at point 17.
- **c)** Technical details /datasheet for the enquired product (if applicable).
- **d)** Micro / Small Enterprise (Certificate issued by MSME)/UAM/NSIC certificate (If applicable).
- 2. **Price:** Price shall be inclusive of P&F, Insurance, Freight and GST. Price shall remain fixed & no price variation shall be accepted till pendency of contract.



- 3. **Terms of Payment:** 100% within 30 days after completion of work at BNPM Plant, Mysuru and based on certification of the BNPM Engineer-in-charge. Firm has to furnish all the required documents along with Original Invoice. Payment shall be made through ECS only.
- 4. **Service Terms & Delivery Address:** Firm has to carry out the work at Bank Note Paper Mill India Pvt. Ltd., Mysore.

Service delivery Address: Bank Note Paper Mill India Pvt. Ltd., Note Mudran Nagar, Mysore - 570003. Contact details: 0821-2401354/144.

- 5. **Taxes:** All Taxes shall 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.

6. **Liquidated Damages (LD):** Liquidated damages shall be applicable at the rate of 0.5% per week or part thereof until actual delivery or performance, subject to a maximum deduction of 10% of the delayed good's /service's contract price.



7. **Delay in supplier's performance:** Time for and the date specified in the contract or as extended for the delivery of the stores/service shall be deemed to be the essence of the contract and the supplier shall deliver the goods / perform the services under the contract within the time schedule specified by BNPM in the contract.

Any delay attributable to the supplier in maintaining its contractual obligations towards delivery of goods / performance of services shall render the supplier liable to any or all the following sanctions besides any administrative action such as (a) Imposition of liquidity damages (as mentioned in point 6 of this enquiry document); (b) Termination of contract for default (as mentioned in point 11 of this enquiry document).

8. **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 / 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 / service period 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/service period, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

9. **Risk Purchase Clause:** If the supplier 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,

Procure the tendered item / render service from other agencies at the risk and cost of the supplier. The cost difference between the alternative arrangement and existing contract value wherein default has been made will be recovered from the supplier along with the other incidental charges.

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 supplier.

10. **Repeat Orders:** Bidders may note that, quantity of maximum upto 50% of the total ordered quantity against this enquiry may be considered for repeat order within a period of 06 months from the date of completion of last supply/service made in the PO/WO ordered against this enquiry with terms & conditions remaining same as per the original PO/WO.



- 11. **Termination of Contract for Default:** BNPM, without prejudice to any other contractual rights and remedies available to it (BNPM), may by written notice within thirty days after the supplier's receipt of the notice of termination shall be accepted by BNPM following the contract terms, conditions and prices. For the remaining goods and services. BNPM may decide:
  - a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
  - b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.
- 12. **Termination for Convenience (Foreclosure) Clause:** BNPM reserves the right to terminate the contract, in whole or in part for its (BNPM's) convenience, by serving written notice on the supplier 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 supplier's performance 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 Mysore, Karnataka.
- 14. **Legal Jurisdiction:** The Courts of Mysore (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 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.

16. **Rights of Rejection:** BNPMIPL reserves the right to reject any or all the applied bids without assigning any reason whatsoever. The enquiry can be rejected on national security grounds.



## 17. Price Bid Format:

Sl. No.	Material Description	UOM	Qty	Unit Price (INR)	** Boarding, lodging & Conveyance Charges (INR)	GST@  Amount (INR)	Unit price including Boarding, lodging, Conveyance Charges & GST (INR)	Total price including Boarding, lodging, Conveyance Charges & GST (INR)	Input GST Credit (INR) {GST amount * Total quantity}	Effective price including Boarding, lodging, Conveyance Charges (INR)
Α	В	С	D	Е	F	G	H=E+F+G	I=H*D	J=G*D	K=I-J
1.	Annual Maintenance Contract (AMC) for Float cum Boost Battery Charger – 03 Nos.  Scope of work under AMC: a) No Load & On Load test. Output Voltage Settings. b) Various Interlocking Tests c) Annunciation / Indication Lamps Test. d) Replacement of Defective Parts e) Checking of Cooling Fans for Healthiness & Replacement if required f) Auto change over, AUTO/ MANUAL Operation g) Defective Faulty Parts Replace Work	Days	3							

## Note:

- 1. Evaluation shall be done on overall effective price to decide L-1 bidder.
- 2. \*\* Includes all the miscellaneous charges which shall be applicable apart from equipment service charges.
- 3. Bidder shall note that no extra charges shall be payable over and above the charges mentioned here in the price bid.



# We hereby confirm that

1.	We accept all the terms & conditions mentioned in the enquiry.
2.	Price quoted is inclusive of P&F, Insurance, Freight and GST on F.O.R Basis, BNPM
	Plant, Mysuru.
3.	Bid validity: 30 days from the date of enquiry closing date.
4.	HSN Code:
5.	Delivery period: (Days / Weeks)
6.	Warranty Period: <b>NA</b> Months (Minimum 12 months warranty is required, In case
	warranty period is more than 12 months same to be mentioned)
7.	Bank Details: Acc. No; Bank Name:;
	Branch name:; Branch Code:
	IFSC:;
8.	MSME / NSIC status: (If yes, then supporting document to be
	submitted along with the offer)
	(Please fill above: MSI – For Micro Enterprises; SSI – For Small Enterprises; MED.SI –
	For Medium Enterprises; NSIC – For National Small Industries Corporation regd. firm)
Signat	cure of bidder:
Conta	ct Person:
Conto	at Number.
Conta	ct Number:
Name	of the Firm with Address:
Seal o	f the firm:



GST No.: .....