



बैंक नोट पेपर मिल इण्डिया प्रा. लिमिटेड

BANK NOTE PAPER MILL INDIA PVT LIMITED

JV of SPMCIL - A Govt. of India Enterprises & BRBNMPL - A Subsidiary of RBI

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OPEN TENDER ENQUIRY No. BNPM/OTE/OW/0135/2021-22

Issue Date: 27.05.2021 @ 1530 Hrs.

Closing Date: 03.06.2021 @ 1530 Hrs.

A. Scope of work:

Openable top hung curtain walls/windows at Admin building, BNPM, Mysuru

Sl. no.	Description	Qty (Nos.)
1.	<p>Making openable top hung curtain walls/windows from existing fixed panel of curtain walls (Each DGU panel size is 6'X4') including supply and fixing of all kinds of accessories such as heavy duty hinges/friction stay for vertical & tapered DGU, standard openable handles with locking arrangements, screws, rubber beadings, silicon sealants etc. complete. All Accessories shall be used after the approval of engineer in charge and shall be standard makes.</p> <p>Rate quoted shall include the charges towards scaffolding at all heights and levels, carefully removing and fixing of DGU panel, fixing of accessories, tools n tackles, transportation, overheads, profits etc. complete.</p> <p>Work shall be executed as per direction of engineer in charge.</p>	8

B. Terms & Conditions:

1. Documents to be submitted:

- Signed copy of this document (All the pages).
- Filled price details as per the format provided below in this document.
- Technical details /datasheet for the enquired product (if applicable).
- Micro / Small Enterprise (Certificate issued by MSME)/UAM/NSIC certificate (If applicable).
- PAN Card
- GST certificate

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% of the bill value shall be paid within 30 days on completion of works at BNPM Premises and on production of all required documents by the supplier.

TDS if any, will be applicable as per statutory norms.

Payment shall be made after completion of works at BNPM, Mysore, subject to satisfactory condition and duly certified by Engineer in charge.



4. **Service delivery:** The date of commencement of work shall be mentioned in the work order. It is the responsibility of the successful bidder to arrange required manpower for completing the works at BNPMIPL, Mysore. The necessary transportation arrangement for manpower shall be provided by the successful bidder. If the service conditions as per the contract are not met, the Successful bidder shall be blacklisted and shall not be considered for any future proposals.
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.

A. The bidder should consider the following points while quoting GST Rate in their bids:

- 1. In case of unregistered bidders, the rate and amount of GST shall be shown as "Nil".
- 2. In case of a compounding dealer, GST shall be quoted as "Nil" as compounded dealers cannot collect GST from the consumers. The price quoted therefore shall be construed as all inclusive.
- 3. In case of work contracts or pure labour contracts, the bidder shall quote single GST rate for the work.



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4. In case of composite supplies, i.e., a supply consisting of one principal supply and other ancillary supplies, the supply will attract the GST Rate of the principal supply. For example, if Item A in the supply order is the major or principal supply and other items are ancillary supplies, the bidder shall quote the GST Rate applicable to the principal goods (i.e., Item A) being supplied.
5. In case of mixed supply, i.e., a combination of two or more individual goods made together for a single price (each of these items can be supplied separately and is not dependent on any other), the total supply will attract the GST rate of the item which has the highest rate of tax. For example, if Item A in the mixed supply attracts highest rate of tax, the bidder shall quote the GST rate applicable to item A for total mixed supply.
6. In case of supplies which are neither composite nor mixed supplies, the bidder shall quote the GST Rate applicable to each item of supply separately.
7. If there is any difference of opinion regarding classification in HSN code, the bidder should sought clarification/raise query within the given time from the date of tender and it would be clarified before submitting the bid. Once clarified then that will be final & binding and no deviation shall be granted.

B. Tender Evaluation for determination of L1 price:

a. Indigenous/Domestic Bidder

1. If the tenderer/bidder does not include the details of GST separately in the tender/quotation, the same shall be rejected.
2. The HSN code of the product/services shall be determined at the tendering stage itself and mentioned in the price bid format to quote the GST rate according to the specified HSN code.
3. The evaluation of tender for three categories of GST registration is provided below:

Particulars	Registered	Compounding	Unregistered*
Basic Price	xxx	xxx	xxx
Add: GST	X	-	X
Add: Cess on GST	xx	-	xx
Less Input Credit	X	-	X
Total price	xxx + X + xx - X	xxx	xxx + X + xx - X

4. If the bidders participated in a tender is unregistered, the GST shall be payable by the purchaser under reverse charge and shall be added to the quoted rate to arrive at the Gross price and input credit, if any shall be deducted from the total landed cost to arrive at the net comparable price.

C. Other instructions for the bidders to claim any GST liability, failing which, the GST liability will not be paid/reimbursed/accepted:

1. Registered/compounding Contractor/supplier should produce GST Invoice containing all the particulars stated in Rule 46 of the CGST Rules, 2017 in accordance with the provisions of Section 31 of the CGST ACT.



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2. The supplier should mandatorily update the invoice details in GSTR-1, details of outward supplies of goods or services within the prescribed time under GST Act
 3. The Payment shall be made net of TDS as per the provisions of CGST/SGST/IGST Act.
 4. Wherever there is difference in the amount admitted, the supplier may be directed to issue a Credit Note (in case of reduction in the Invoice value)/Debit Note (in case of increase in the Invoice value), and payment shall be released only after the receipt of such Debit or Credit Note
 5. Supplier should provide the relevant documents to confirm the tax charged on the invoice has been paid to the credit of Government after adjusting with ITC, if any.
 6. Supplier should provide indemnification as follows: "In the event of non-compliances with respect to GST ACT and Rules by the supplier, the supplier should refund the GST liability within 10 days from the date of GST reversal in GSTRN failing which the purchaser shall recover the GST amount from the retention amount (whether in BG or in Cash) held by the company".
6. **Work completion period:** The entire work shall be completed within 30 days from the date of issue of work order. Time is the essence of the order.
7. **Warranty:** The product supplied shall be under warranty for 12 months from the date of receipt of material at BNPM Plant, Mysore. Warranty certificate to be enclosed wherever applicable.
- If the applicable warranty period is less than 12 months then the same has to be mentioned at the appropriate place provided as per this enquiry document.
8. **Special Instructions:**
- i. Rates shall be firm and binding and inclusive of all charges towards scope of work, tools, material, labour, at all leads, lifts and all levels, taxes, levies, transportation etc., all complete. No escalation on any account shall be allowed during the currency of work order.
 - ii. The work shall be executed in strict accordance with the specifications. The vendor has to take care of the existing property of BNPM etc., during the execution of the work. In case of any damage of the above, if noticed, it should be made good at contractors cost.
 - iii. The vehicle bringing the materials should have valid documents including the valid insurance & Vehicle Permit.
 - iv. BNPM is not responsible for any theft, missing or loss of material during the Work period. Vendor shall be solely responsible for the safety of materials at the site.
 - v. The Vendor shall start the work only after the approval from the competent authority appointed by the company. The vendor should follow his instructions during the execution period.



- vi. Vendor shall produce the Delivery challans etc. wrt to goods coming to BNPM.
- vii. If required, Vendor has to submit COVID RTPCR Negative Test certificate for all the worker before starting the work at BNPM Premises, Mysore.

9. General conditions of Contract:

The CONTRACTOR shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Engineer in charge. The Engineer in charge may in his absolute discretion and from time to time issue further drawings and/or written instructions, detailed directions and explanations which are hereafter collectively referred to as "special Instructions" in regard to :

- i. Quantities mentioned in the schedule of items are approximate and may vary as per actual work done/ site requirement; contractor shall not claim any extra rate on this account. BNPMIPL may extend the Work order/ place additional work order at a later date at the quoted rates, if required.
- ii. The removal from the site of any material brought thereon by the CONTRACTOR and the substitution of any other material therefore.
- iii. The removal and/or re-execution of any works executed by the CONTRACTOR.
- iv. The dismissal from the works of any persons employed thereupon.
- v. The opening up for inspection of any work covered up.
- vi. The amending and making good of any defects.

The CONTRACTOR shall forthwith comply with and duly execute any work comprised of such "special instructions" provided always that verbal instructions, directions and explanations given to the CONTRACTOR or his representatives upon the works by the shall, if involving a variation, writing by the CONTRACTOR within seven days, and if not dispensed from in writing within a further seven days by the, such shall be deemed to be Instructions within the scope of the Contract.

10. Safety, Security & Confidentiality Measures

The successful bidder should scrupulously conform to the safety and security norms as stipulated by BNPMIPL while working in the security area. The successful bidder shall take all the precautions while executing the work.

The company being a secured area (declared as Prohibited Area by Govt. of Karnataka), restriction of men and materials in to the company premises are very essential both for safety and security point of view. The successful bidder shall strictly follow the administrative and security regulations of BNPMIPL at the site of work regarding entry of personnel, vehicles, materials etc. and other regulations that might be enforced from time to time at the work site for efficient operation.



The Successful bidder's employees shall be liable to be frisked / checked by the CISF security personnel at BNPMIPL premises or on duty at any time during performance of their duties.

***It shall be the sole responsibility of the contractor to ensure safety to all his workers.**

11. 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.

12. Delay in supplier's performance: Time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be the essence of the contract and the supplier shall deliver the goods and 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 and 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 7 of this enquiry document); (b) Termination of contract for default (as mentioned in point 12 of this enquiry document).

13. 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.

14. Rejection Replacement: 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 stipulate period, BNPM reserves the right to dispose-off the material at the risk and expense of the vendor as per provision under Section IV: General conditions of contract.



15. **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.

16. **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.

17. **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.

18. **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.

19. **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.



20. **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.



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21. Price Bid Format:

Sl. No.	Description	UOM	Qty	Unit Price (INR)	P&F, Insurance & Freight Charges (INR)	GST@ _____% Amount (INR)	Unit price including P&F, Insurance, Freight & GST (INR)	Total price inclusive of P&F, Insurance, Freight & GST (F.O.R, BNPM, Mysuru) (INR)	Input GST Credit (INR) {GST amount * Total quantity}	Effective price inclusive of P&F, Insurance, Freight (F.O.R, BNPM, Mysuru) (INR)
A	B	C	D	E	F	G	H=E+F+G	I=H*D	J=G*D	K=I-J
1	<p>Making openable top hung curtain walls/windows from existing fixed panel of curtain walls (Each DGU panel size is 6'X4') including supply and fixing of all kinds of accessories such as heavy duty hinges/friction stay for vertical & tapered DGU, standard openable handles with locking arrangements, screws, dow corning, rubber beadings, silicon sealants etc. complete. All Accessories shall be used after the approval of engineer in charge and shall be standard makes.</p> <p>Rate quoted shall include the charges towards scaffolding at all heights and levels, carefully removing and fixing of DGU panel, fixing of accessories, tools n tackles, transportation, overheads, profits etc. complete.</p> <p>Work shall be executed as per direction of engineer in charge.</p>	Nos.	8							

Note: Evaluation shall be carried out basis overall L-1 price quoted by the bidders, unless any other method of evaluation is specifically provided in the enquiry. The quoted price should be inclusive of P&F, Freight, Transit Insurance and any other charges required for delivery of item to BNPM, Mysuru.



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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, Mysuru.
3. Bid validity: 90 days from the date of enquiry closing date.
4. GST registration status: Unregistered / Compounding / Registered
5. HSN Code:
6. Delivery period: 30 days from the date of issue of work order.
7. Warranty Period: Months (Time Period to be specified, in case warranty period is less than 12 months / NA to mentioned in the in case warranty is not applicable)
8. Bank Details: Acc. No.; Bank Name:; Branch name:; Branch Code:; IFSC:
9. 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)
10. Bid Security Declaration has been submitted as per the format provided at page no. 10

Signature of bidder:

Contact Person:; Contact No.

Email Id:

Name of the Firm with Address:

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Seal of the firm:

GST No.:

NOTE: Interested bidders are recommended to register themselves at company's website <https://bnpmindia.com/Vendor.aspx> in order to get future enquiries of relevant items.



Format for Bid Security Declaration:

Enquiry No: BNPM/OTE/OW/0135/2021-22 dated 27.05.2021

(To be submitted on Company letterhead)

BID SECURITY DECLARATION

We, the undersigned, declare that we will automatically be suspended from being eligible for bidding in any tender with Bank Paper Mill India Private Limited, Mysore for the period of 12 months, if we are withdrawing our Bid during the period of bid validity (or) fail / refuse to furnish the performance security / execute the contract, if awarded.

Signature _____

Name-----

Designation-----

Date-----

Stamp of the Organization-----

