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OPEN TENDER ENQUIRY No. BNPM/OTE/Calibration of Measuring Instruments/219/2022-23

Issue Date & Time: 01.07.2022 1100 hrs. Enquiry closing date: 08.07.2022 1500 Hrs.

A. Scope of supply: Supply of following items:

S No	Item Description	UOM	Quantity
1.	Calibration of Measuring Instruments	Lot	1
	(Details of instruments mentioned in Page No. 6)	Lot	1

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 in this document.
- **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 should be inclusive of P&F, Freight, Transit Insurance and GST. Price shall remain fixed & no price variation shall be accepted till completion of contract.
- **3. Terms of Payment:** 100% payment shall be made within 30 days after receipt and acceptance of goods at BNPM Plant, Mysuru and on production of all required documents by the supplier. NEFT/RTGS details shall be furnished along with the Original Invoice.
- **4. Delivery Terms & Delivery Address:** Delivery shall be made on F.O.R Basis, Bank Note Paper Mill India Pvt. Ltd., Mysore.
 - Delivery Address: Engineering Stores, Bank Note Paper Mill India Pvt. Ltd., Note Mudran Nagar, Mysore 570003. Stores contact details: 0821-2401476/486.
- **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.
- 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. 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.

- 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. 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 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; (b) Termination of contract for default.
- **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 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.
- **9. 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.

10.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.

- **11.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.
- **12.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.
- **13.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.
- **14. 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.

- **15.Fore-Closure Clause:** If at any time during the continuation of this contract, the use of material ordered in this contract is completely banned or due to drastic change in Government policy its use as, raw material is discontinued or is declared hazardous to public health or cause rising to civil commotion, epidemics, wide-spread strikes and 21 days' notice of such eventualities is given by purchaser to the seller, the seller without any right to enforce the contract, will agree to the fore-close the performance of balance portion of this contract and in that event no claim for damages or loss will be lodged against the purchaser.
- **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. Other terms and conditions:

- a) Bidders shall understand the complete scope of work before tendering by visiting the plant premises if required. Ignorance of the site shall not be accepted as basis for any claim / compensation. The submission of the tender by the bidder will be construed as evidence that such an examination was made and any falter claims/disputes in regard to price quoted shall not be entertained or considered.
- b) Bidders may visit / inspect the BNPM ETP plant installations at their own cost with prior permission of BNPM, if required, before submitting the offer.
- c) The expenses towards transportation of man & materials, accommodation (food & lodging) of personnel, local transport & travel, expenses towards preparation and submission of individual calibration certificates/ affixing labels etc. will be in the scope of bidders.
- d) The number of instruments mentioned in the annexure are indicative. In case there is any addition or deletion is made over and above the list, the same shall be paid at actuals.
- e) Provision for all the tools, tackles, instruments, equipment etc. whichever required for the completion of the works is in the Scope of bidder and shall be arranged for the bidder.
- f) Bidder shall take full responsibility for supervision and proper execution of works covered under the scope of contract. The work should be executed in through professional way & in true workmanship. The work will be carried out without hampering / disturbing day to day functioning of the BNPM. Any damage caused to BNPM machinery or any other assets inside BNPM premises by any deliberate efforts to effect/hamper the production of the plant by the bidder or his/her team shall be made good or replaced at cost of the bidder only.
- g) The entire works should be to the satisfaction of BNPM. If any of the work is found to be unsatisfactory by BNPM, bidder has to rectify the same within the stipulated timeframe given by BNPM at their own cost & expenses.
- h) On completion of the entire works, bidder shall submit the necessary documents/certificates as mentioned in the scope of work.
- i) Bidder's personnel to be engaged in job must use safety gadgets i.e. safety boot, safety helmet, goggles, ear plug etc., inside the installations wherever applicable. Bidder shall ensure the safety of his work personnel while carrying out the calibration job. Supply of all necessary safety gadgets/ PPE are in the scope of bidder.

j) Bidder's personnel to be engaged in job shall have to obtain entry pass from BNPM Security & Safety department / Individual Section Heads authority for entering in BNPM's secured areas / installations.

18. Scope of work:

- a) The agency shall carryout the calibration work at BNPM site only without affecting Our daily activities and during such times when it is made available to the party. The entire work shall be completed within 30 days of placing of work order.
- b) The agency shall issue the individual calibration certificate to each of the Instrument being calibrated which will be valid for at least one year.
- c) Calibration status labels/sticker shall be affixed on all instruments after Calibration.

Note: Master calibration certificates and traceability of the calibrating devices shall be furnished prior to start of the calibration job. Also the agency shall share the standard procedure followed for calibration prior to start of the calibration job.

Details of Instruments

SL.NO	INSTRUMENT DETAILS	MAKE	MODEL	SL NO	Qty	
1	Multimeter	Extech	EX 505	160815580	1	
2	Clamp meter	Kusum-meco	KM2709/BM157s	192152111	1	
3	Clamp meter	Koico	3515	NA	1	
4	Multimeter	Kusam meco	KM6030	AD203745706	1	
5	Infrared Thermometer	Fluke	59 max	45260029WS	0029WS 1	
6	Infrared Thermometer	Fluke	59Mini	35320943WS	1	
7	Infrared Thermometer	Fluke	59Mini	49886691WS	1	
8	Loop Calibrator	Fluke	707 2965078		1	
9	Transformer Oil BDV Test kit (80 KV)	MOTWANE		Z02815G16	1	
10	Earth Resistance Tester	Extech Instruments	GRT300	1643598	1	
11	Earth Leakage current Tester	KYORITSU	KEW SNAP 2433	8220431	1	
12	Tachometer	Extech Instruments	RPM 33	160712268	1	
13	Digital Lux Meter	METRAVI	1333 140300223		1	
14	Analog Insulation Tester (5 KV, 0 to 10000 M Ohms)	CIE	CIE /444	85615	1	
15	Infrared Thermometer	Meco	IRT 380 P	201409002341	1	

16	Digital Clamp Meter (True-rms AC/DC	FLUKE	376	32940316WS	1
	clamp meter)				

Technical Compliance Statement:

S.	Item	Whether	Deviation
No		agreed by	if any
		the bidder	
1	Scope of Work (As per point No. 18)		
2	Other Terms and conditions (As per point No. 17)		
	Bidder shall produce valid copy of the certificate		
	(especially for Calibration Field) of accreditation given		
3	by National Accreditation Board for Testing and		
	Calibration Laboratories India (NABL India)		
	(Document to be submit along with offer)		
	Bidder must have proven and demonstrable experience		
	in the field of Calibration of instruments for the last		
4	three financial years. (Copy of Purchase/work orders		
	and Completion certificates to be produced).		
	(Document to be submit along with offer)		

19. Price Bid Format:

Sch. No	Material Description	UO M	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	В	С	D	Е	F	G	H=E+F+G	I=H*D	J=G*D	K=I-J
1.	Calibration of Measuring Instruments (Details of instruments mentioned in Page No. 6)	Lot	1							
									Grand Total	

Note:

1. Evaluation shall be done on the basis of overall effective price quoted by the bidder

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,
	Mysore.
3.	HSN Code: Item;
4.	GST registration status: Unregistered / compounding / registered.
5.	Delivery period: (Days / Weeks)
6.	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)
7.	Bid validity: 90 days from date of closing of tender including extensions/ corrigendum's
	(if any).
8.	Bank Details:
	Bank Acc. No;
	Bank Acc Name:;
	Branch name:; Branch Code:;
	IFSC:;
9.	MSME / NSIC status: (If yes, then supporting document shall be
	submitted along with the offer to avail the benefits under the Procurement Policy for
	MSEs, Order 2012 along with its amendments.)
	(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	ture of bidder:
Name	of the Firm:
Seal o	f the firm:
GST N	0.:
<u>Conta</u>	ct Details:-
Conta	ct Person:
Conta	ct Number:
Conta	ct E-mail ID:

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

BNPM/OTE/Calibration of Measuring Insturments/219/2022-23

(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