#### BANK NOTE PAPER MILL INDIA PRIVATE LIMITED, CIN: U21090KA2010PTC055475 CORPORATE OFFICE, MYSORE gourab.banerjee@bnpmindia.com Ph: 0821 2401 173

# ENQUIRY No : BNPM/ENQ/INVERTER /226/2017-18, Dt 22.06.2018, for supply of Falcon+1100VA UPS (Inverter) along with 12 Volt 150 AH Tubular Battery

# Start Date : 22.06.2018 , Closing Date : 28.06.2018

#### 1. Scope of work:

Supply of Inverter as per the technical specifications (Annexure-1).

# 2. Terms & Conditions:

# 1) Price:

Price should be inclusive of all taxes & duties, Freight, P&F & Insurance. Price evaluation will be without GST & overall L1 basis, however the order value will be inclusive of GST. Price should be fixed & firm up to the completion of supply. No price variation is accepted.

# 2) Terms of Payment:

Supply – 100% within 30 days on receipt and acceptance of goods by the consignee at destination (Mr. K.G.Viswanathan , Flat No – 302 , SV Regency, Mysore ) and on production of all required documents by the supplier.

# Warranty certificate (if applicable) and NEFT/RTGS details shall be furnished along with invoice.

# 3) Delivery & Delivery Address:

Delivery should be FOR, Destination.

Delivery Address: Flat No – 302, SV Regency, Mysore.

# 4) Delivery Schedule:

Supply, installation, wiring & commissioning should be carried out within 2 weeks from receipt of order.

# 5) Liquidated Damages:

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.

# 6) 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.

# 7) Warranty:

Warranty: The product supplied will be under warranty for 12 months form the date of receipt of material at BNPM, Mysore.

# 8) Settlement of Disputes:

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.

- **9) Rights of Rejection:** BNPMIPL reserves the right at their sole discretion and without assigning any reason thereof whatsoever, to reject any or all tenders either in full or in part.
- **10) Legal Jurisdiction:** 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.

# **11)** Delay in supplier's performance:

# 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.

# 12) Risk Purchase Clause:



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) Documents to be submitted:

Warranty certificate

# **14) TAXES:**

All Taxes should 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.

# 3. Scope of work & Technical Specification:



Supply, Installation, wiring & Commissioning of Falcon+1100VA UPS (Inverter) along with 12 Volt 150 AH Tubular Battery – 1 no.

# 4. Price Bid Format :

S. No. (A)	Description (B)	Qty. (C)	UO M (D)	Unit rate includin g Freight, P&F, insuranc e 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, Destination) {G =(E+F)*C}
1.	Supply, Installation, wiring & Commissioni ng of Falcon+1100 VA UPS (Inverter) along with 12 Volt 150 AH Tubular Battery	1	Nos.			
	Total value in words				•	·

# We hereby confirm that

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

Signature of bidder:....



Name of the Firm: Seal of the firm: GST No:

