



LIMITED TENDER ENQUIRY NO. BNPM/LTE/Nandini Milk (ARC)/153/2019-20

Issue Date & Time: 23.05.2019 17:00 hrs.
Closing Date & Time: 03.06.2019 17:00 hrs.
Extended up to 24.06.2019 & Time: 1700 hrs.

A. Scope of supply: Supply of following items:

S No	Item Description	UoM	Quantity
1	a. Nandini Milk on Annual Rate Contract Basis • Pasteurized • Toned Requirement: 6 Litres per day	Litres	2000

Note:

- Detailed product catalogue of the quoted product needs to be submitted along with the offer/quotation to this enquiry.
- Acceptance of offer/quotation is subject to technical clearance of the product specifications.
- Purchase order copy of earlier supply of racks along with client details needs to be submitted along with the bid.

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).

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.



LIMITED TENDER ENQUIRY No. BNPM/LTE/Nandini Milk (ARC)/153/2019-20

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



LIMITED TENDER ENQUIRY No. BNPM/LTE/Nandini Milk (ARC)/153/2019-20

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.
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. **Warranty:** The product supplied shall be under warranty for 12 months from the date of receipt of material at BNPM, Mysuru for any manufacturing defects & poor



LIMITED TENDER ENQUIRY No. BNPM/LTE/Nandini Milk (ARC)/153/2019-20

workmanship. If the applicable warranty period is less than 12 months then the same has to be mentioned at the appropriate place provided in this enquiry document.

- 7. 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.
- 8. 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.

- 9. 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.

- 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. Option Clause:** Bidders may note that, quantity of up to 50% (maximum) of the total ordered quantity against this enquiry may be considered for repeat order within a period of 6 months from the date of completion of last supply made in the PO ordered against this enquiry at same terms & conditions.

- 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. Rate Contract:

- a) In the Schedule of Requirement, no commitment of quantity is mentioned: only the anticipated requirement is mentioned without any commitment.
- b) BNPM reserves the right to conclude more than one rate contract for the same item.
- c) Unless otherwise specified in SIT, the currency of a Rate Contract would normally be for one year.
- d) During the currency of the Rate Contract, BNPM may withdraw the rate contract by serving suitable notice. The prescribed notice period is generally thirty days.
- e) During the currency of the Rate Contract, BNPM would have the option to renegotiate the price with the rate contract holders.
- f) During the currency of the Rate Contract, in case of emergency, BNPM may purchase the same item through ad hoc contract with a new supplier.
- g) Usually, the terms of delivery in rate contracts are FOR dispatching station.
- h) Supply orders, incorporating definite quantity of goods to be supplied along with all other required conditions following the rate contract terms, will be issued by nominated Direct Demanding Officers (DDO) for obtaining supplies through the rate contract.
- i) BNPM is entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will be affected beyond the validity period of the rate contract, all such supply will be guided by the terms & conditions of the rate contract.
- j) The rate contract will be guided by "Fall Clause" as described below.

Fall Clause

If the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods, following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly. Any violation of the fall clause would be considered a serious misdemeanour under clause 44 of the GIT and action, as appropriate, would be taken as per provision of that clause.

Performance Security

Value of Performance Security would be stipulated in the SIT. Performance Security shall, however, not be demanded again in the individual supply orders issued subsequently against rate contracts.

Renewal of Rate Contracts

In case, it is not possible to conclude new rate contracts before the expiry of existing ones, due to some special reasons, the existing rate contracts would be extended with same terms, conditions etc. for a suitable period, with the consent of the rate contract holders. Rate contracts of the firms, who do not agree to such extension, will be left out. Period of such extension would generally not be more than three months.



LIMITED TENDER ENQUIRY No. BNPM/LTE/Nandini Milk (ARC)/153/2019-20

- 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. 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.
- 17. 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.



LIMITED TENDER ENQUIRY No. BNPM/LTE/Nandini Milk (ARC)/153/2019-20

18.Price Bid Format:

S c h. N o	Material 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	Nandini Milk Pasteurized & Toned Requirement: 6 Litres per day	Litres	2000							

Note: Evaluation shall be carried out basis schedule wise (item-wise) price quoted by the bidders, unless any other method of evaluation is specifically provided in the enquiry.



LIMITED TENDER ENQUIRY No. BNPM/LTE/Nandini Milk (ARC)/153/2019-20

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 1) ; Item 2)
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: 30 days from date of closing of tender including extensions/corrigendum's (if any).
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)

Signature of bidder:

Name of the Firm:

Seal of the firm:

GST No.:

