

Ph no. 0821-2401173/175; Email: <u>gourab.banerjee@bnpmindia.com</u>; <u>vaishnavi.shankar@bnpmindia.com</u>

### LIMITED TENDER ENQUIRY No. BNPM/LTE/LIASIONING/1004/2018-19

Issue Date & Time: 12.03.2019 15:00 hrs. Closing Date & Time: 20.03.2019 15:00 hrs.

### A. Scope of work:

S	Services to be provided	UoM	Quantity
N			
0			
1	Liasioning for Electrical Supervisor	Nos	18
	work permit		
2	Liasioning for Electrical wiremen	Nos	1
	license		

## **Scope of Work:-**

Scope of work & List of Documents required to be submitted by the service provider are as follows:

- 1.) Fitness Certificate to all applicants shall be arranged from Govt. Doctor as per CEIG regulation.
- 2.) Coordination of Affidavit work if required for address proof.
- 3.) Payment of all necessary statutory fess to Govt. of Karnataka / CEIG office, with respective to Work Permit / License.
- 4.) Filling of necessary online / offline applications, scanning of necessary documents and submitting to the respective office, pertaining to Work Permit and License as per Govt. of Karnataka / CEIG regulations.
- 5.) Arrangement of appointment for Documents verification at CEIG Office Mysuru as per Mutually Agreed dates.

### Note:

- A. Acceptance of offer/quotation is subject to technical clearance BY bnpm.
- B. Order copy of earlier similar services along with client details needs to be submitted along with the bid.

### 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 in this document.
- c) Micro / Small Enterprise (Certificate issued by MSME)/UAM/NSIC certificate (If applicable).
- **2. Price:** Price should be inclusive of GST, FOR BNPM ,Mysore basis. 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 service at BNPM Plant, Mysuru and on production of all required documents by the service provider. 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/service providers 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/service provider 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. Tender Evaluation for determination of L1 price:

- a. <u>Indigenous/Domestic Bidder</u>
  - 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/service provider 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 s supplier/service provider 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/service provider 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/service provider 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/service provider should provide indemnification as follows: "In the event of non-compliances with respect to GST ACT and Rules by the supplier/service provider, 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/ Service provider's performance:** Time for completion 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/service provider 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/service provider in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier/service provider 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/service provider encounters conditions hindering timely delivery of the goods and performance of services, the supplier/service provider 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/service provider'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/service provider's contractual obligations by issuing an amendment to the contract.

**9. Risk Purchase Clause:** If the supplier/service provider fails to abide by the terms and conditions of the contract/agreement, or fails to supply the material or provide the service 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/service provider. The cost difference between the alternative arrangement and existing contract value wherein default has been made will be recovered from the supplier/service provider 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/service provider.

- **10.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.
- **11.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.
- **12.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.
- **13. Price Evaluation:** Price will be evaluated for technically cleared bidders only. Price evaluation will be based on overall effective price (net of input GST) basis.

# 14.Price Bid Format:

Sch. No	Material Description	UOM	Qty	Unit Price (INR)	GST@  Amount (INR)	Unit price includin g GST (INR)	Total price inclusive GST (F.O.R, BNPM, Mysuru) (INR)	Total Input GST Credit (INR) {GST amount * Total quantity}	Effective price (Net of input GST) (F.O.R, BNPM, Mysuru) (INR }
Α	В	С	D	Е	F	G=E+F	H=G*D	I=F*D	J=H -I
1	Liasioning for Electrical Supervisor work permit (As per scope of work)	Nos	18						
2	Liasioning for Electrical wiremen license(As per scope of work)	Nos	1						
8	TOTAL EFFECTIVE PRICE ( NET OF INPUT GST CREDIT) AT FOR , BNPM MYSORE BASIS IN FIG. (INR)								
9	TOTAL EFFECTIVE PRICE ( NET OF INPUT GST CREDIT) AT FOR , BNPM MYSORE BASIS IN WORD								
10	TOTAL PRICE INCLUDING GST AT FOR , BNPM MYSORE BASIS IN FIG. (INR)								
11	TOTAL PRICE INCLUDING GST AT FOR, BNPM MYSORE BASIS IN WORD								

# We hereby confirm that

1.	We accept all the terms & conditions along with Scope of work 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 (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)
Signat	ure of bidder:
Name	of the Firm:
Seal o	f the firm:
GST N	0.: