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LIMITED TENDER ENQUIRY No. BNPM/LTE/VEHICLE HIRING/498/2019-20

Issue Date & Time: 20.08.2019 11:00 hrs.

Closing Date & Time: 26.08.2019 11:00 hrs.

Scope of Work: Hiring of Backhoe Loader (JCB) & Tractor with Trailer.

01. Hiring of Backhoe loader and tractor as and when required/need basis.
02. Approximate hours estimated is 54 hours for Backhoe Loader (JCB) and 99 hours for tractor with trailer. Trailer should have capacity of carrying atleast 4 MT of Filter Press Cake in one go.
03. Shifting of primary and secondary sludge from filter press shed in ETP to sludge yard, levelling works, dumping of debris etc. not limited to particular. Other requirements shall also be carried out as per the instructions of engineer in charge at site.
04. Service shall be provided within 24 hours of advance intimation.
05. After completion of work the contractor has to remove all excess material/debris etc. and the whole area should be kept in clean condition.
06. The contractor shall take care not to damage existing structures, cable lines etc. during the execution of work. In case of any damage to BNPM property due to the work done by the contractor the same should be made good at contractor's own cost.
07. Work shall be carried out as per the schedule of items given under the price schedule.
08. Quantities mentioned in the schedule of items are tentative and may vary as per site requirement. If requirement is in excess of the quantity mentioned in order BNPM reserves the right to extend the contract at the same rate to include further additional quantity as required.

Other Conditions:

- i) All the charges towards repair/ servicing Fuel expenses, any other incidental expenses on operations & maintenance of the hired vehicle would be borne by the bidder.
- ii) Vehicle should have commercial road permits for respective statutory payments for vehicles etc.
- iii) The vehicles should be registered with the concerned authority of Central/ State Govt. for the designated commercial use.
- iv) All the maintenance & repairing activities of the vehicles including fuel petrol/Diesel, engine oil etc., drivers and helpers wages etc. shall be in the scope of contractor/supplier only.



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- v) In case of any breakdown of the vehicle, the owner has to arrange a substitute vehicle failing which penalty charges will be deducted from the bill at the discretion of the company.
- vi) All the papers/certificates related to hired vehicles must be in proper condition at all times. All the registration for fitness, taxes insurance, pollution free, fulfilling RTO norms etc., standard for the vehicle shall be in the scope of supplier/contractor only.
- vii) Drivers/operators shall have valid driving licence.
- viii) General tools and tackles if required born by the contractor. A list of tools and tackles, which the tenderer supply shall obtain a Returnable Gate pass and such items, may be taken back after the completion of the Contract/work assigned.
- ix) Joint measurement record shall be maintained for actual working hours by both contractor and BNPM representatives and copy of the same shall be enclosed while submitting the bills.
- x) The Quoted rates (in price bid) should include all the charges on repair /maintenance of machines, lubricant diesel, tools, levies Charges of Vehicle operator/ helper , machine & applicable taxes etc. No extra cost on any account will be paid by BNPM.
- xi) The payment shall be made as per actual hours of the running of machine on the basis of hours meter i.e. actual working hours at after reaching the site. The travel time of vehicles to and fro shall not be considered for any payment.
- xii) The payment shall not be made for any breakdown or faults etc. occurred in the machine during the course of execution.
- xiii) A minimum working time period for JCB & tractor on any day shall be at least for 4 hours.
- xiv) Contractor has to arrange all the required tools & tackles/materials, labours, transportation etc., at his own cost.
- xv) The contractor has to strictly follow the safety norms during his work & also take care for BRBNMPL/BNPMIPL property.
- xvi) The vehicles bringing the materials should have valid documents including the valid Insurance documents.
- xvii) It shall be the sole responsibility of the contractor to ensure safety to all his workers. The contractor shall take all the precaution during execution of work against any hazards, personnel injury or any damage to the property. The contractor shall provide adequate safety gadgets to the workmen as per norms.

A.

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).



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2. **Price:** Price shall remain fixed & no price variation shall be accepted till completion of contract.
3. **Terms of Payment:** Monthly basis payment shall be made within 30 days after submission of invoice & other relevant documents as applicable and against acceptance of the same at BNPM, Mysore. The payments shall be made after making any statutory deductions at source as per rules, if any. NEFT/RTGS details shall be furnished along with the Original Invoice.
4. **Contract Period:** The contract shall be for a period of 4 months. However, based on satisfactory performance during the first year, BNPM reserves the right to extend the contract with same rate, terms & conditions. The whole contract or part of contract can be terminated at any time at the discretion of the BNPM with one month's notice without assigning any reason whatsoever.
5. **Service Delivery:** The date of commencement of work shall be mentioned in the work order/LOI. It is the responsibility of the successful bidder to arrange required Vehicle & Manpower (as applicable) as per the contract at BNPMIPL, Mysore.
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.
6. **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, BNPM 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. 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".
- 7. Liquidated Damages (LD):** Liquidated damages shall be applicable at the rate of 0.5% per week or part thereof if there is a gap of more than 30 days for any two successive general services, this is subject to a maximum deduction of 10% of the service's contract price.
- 8. Delay in performance of successful bidder:** Time for and the date specified in the contract or as extended for providing the service is the essence of the contract and the successful bidder shall perform the services under the contract within the time schedule specified by BNPM in the contract.

Any delay attributable to the successful bidder in maintaining its contractual obligations towards performance of services shall render the successful bidder 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. Risk Purchase Clause:** If the successful bidder fails to abide by the terms and conditions of the contract/order, or fails to provide service as per the schedule or any time repudiates the contract/order, then BNPM has the right to do the following:

Render service from other agencies at the risk and cost of the successful bidder. The cost difference between the alternative arrangement and existing contract value wherein default has been made will be recovered from the successful bidder(defaulted one) along with the other incidental charges.



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In case of service through alternative sources, if 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 successful bidder.

10. Variation of Hours : The present Hours (as per scope of work) of deputation of Machine may vary during the Contract period, payment in such cases would be made on accordingly against the unit price.

11. 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.

12. 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.

13. Force Majeure: In the event of any unforeseen event directly interfering with the service 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 Successful bidder shall, within a week from the commencement thereof, notify the same in writing to BNPM with reasonable evidence thereof. Unless otherwise directed by BNPM in writing, the successful bidder 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.

14. 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.

15. Labour and Labour Laws:

The successful bidder shall comply at its own cost with all statutory provisions as laid down (if & as applicable) under all prevailing Labour Laws like- Minimum Wages Act, VDA, Provident Fund Act, ESI, Bonus Act, Gratuity Act, Contract Labour Act, Employee Compensation Act etc., and all other applicable statute (as & if applicable) from time to time. In case of violation of such statutory provisions under the Labour law by the agency, there will not be any liability on BNPM and the contract will be liable for termination.



16. Insurance:

The Successful bidder shall have ESIC/ Employee Compensation Insurance / Group insurance policy (as & if applicable) under which the person deputed will be covered.

17. Tools & Tackles :

Tools and tackles if any required, has to be arranged and maintained by the successful bidder. A list of tools and tackles, which the successful bidder provide/use shall obtain a Returnable Gate pass and such items, may be taken back after the completion of the work.

18. Payment of claims and damages:

a) Should BNPMIPL have to pay money in respect of claims or demands as aforesaid the amount so paid and the costs incurred by BNPMIPL shall be charged to and paid by the Successful bidder and the Successful bidder shall not be entitled to dispute or question the right of the Owner to make such payments notwithstanding the same may have been without his consent or authority or in law or otherwise to the contrary.

b) In every case in which by virtue of the provisions of Workmen's Compensation Act, 1923, or other Acts, BNPMIPL is obliged to pay compensation to a Workman employed by the Successful bidder in execution of the works, BNPMIPL will recover from the Successful bidder the amount of compensation so paid and without prejudice to the rights of BNPMIPL under the said Act. BNPMIPL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the Successful bidder whether under this contract or otherwise. BNPMIPL shall not be bound to contest any claim made under Section 12 sub section (1) of the said Act, except on the written request of the Successful bidder and upon his giving to BNPMIPL full security for all costs for which the owner might become liable in consequence of contesting such claim.

19. Compensation for damages:

Successful bidder shall be responsible for making good to the satisfaction of the Purchaser any loss of and any damage to all structures and properties belonging to the Purchaser (BNPM) or being executed or procured by the Purchaser or of other agencies within the premises of the work of the Purchaser, if such loss or damage is due to fault and/or the negligence or wilful acts or omission of the Successful bidder, his employees, agents, representatives or sub-successful bidder. The Successful bidder shall indemnify and keep the Purchaser harmless of all claims for damage to Purchaser's property arising under or by reason of this contract/order.

20. Service Provider/Successful bidder's responsibility: Successful bidder shall provide everything necessary for the proper execution of the works according to the intent and meaning of the Scope of Work and details taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from. If the service provider finds any discrepancy in the Scope of Work & details, he shall immediately and in writing refer the same to the BNPMIPL who shall decide which is to be followed.

21. Sub-contracting: Successful bidder in general will not be allowed to assign/ transfer



his/ their obligations or benefits either in full or in part to other agency/agencies. Prior approval from BNPM has to be taken for sub-contracting the any scope of work mentioned in the contract.

22. Action and compensation in case of bad work:

If it shall appear to BNPMIPL that any work has been executed with bad, imperfect or unskilled workmanship, or with materials, or that any materials or articles or machine provided by the successful bidder for execution of the work are not of standards specified/inferior quality to that contracted for, or otherwise not in accordance with the contract, the Successful bidder shall on demand in writing from BNPMIPL or his authorised representative specifying the work, materials or articles or machine complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified and at his own charge and cost and expenses and in the event of failure to do so within a period of 15 days of such intimation/ information/knowledge, the Successful bidder shall be liable to pay compensation equivalent to the cost of reconstruction by BNPMIPL. On expiry of 15 days period mentioned above, BNPMIPL may by themselves or otherwise rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expenses in all respects of the Successful bidder. The decision of the Purchaser as to any question arising under this clause shall be final and conclusive and shall not be raised as a dispute or shall neither be arbitrable.

23. Termination of Contract:

In case the successful bidder stops providing service for more than 3 months continuously, then BNPMIPL has the power to terminate the contract/order without giving any notice whatever may be the reason. In such case the service provider has no right to claim compensation and services of another service provider may be availed by BNPM as deemed fit and decision of BNPMIPL in this regard will be final. Service provider /Successful bidder has no right to withdraw services before expiry of the tenure mentioned in the contract/order. However, the contract/order may be terminated at any time at the discretion of BNPMIPL providing one month's notice.

24. Employment liability :

The successful bidder shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All persons engaged by the successful bidder shall be on the payroll and paid by the successful bidder. All disputes or differences between the Successful bidder and his/their employees shall be settled by Successful bidder.

Purchaser has absolutely no liability whatsoever concerning the employees of the Successful bidder. The Successful bidder shall indemnify Purchaser against any loss or damage or liability arising out of or in the course of his/their employing persons or relation with his/their employees. The Successful bidder shall make regular and full payment of wages and on any complaint by any employee of the Successful bidder or his sub-successful bidder regarding non-payment of wages, salaries or other dues, Purchaser reserves the right to make payments directly to such employees or sub- successful bidder of the Successful bidder and recover the amount in full from the bills of the Successful



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bidder and the successful bidder shall not claim any compensation or reimbursement thereof. The Successful bidder shall comply with the Minimum Wages Act applicable to the area of work site with regard to payment of wages to his employees and also to employees of his sub-successful bidder.

The Successful bidder shall advise in writing or in such appropriate way to all of his employees and employees of sub-successful bidder s and any other person engaged by him that their appointment/employment is not by the Purchaser but by the Successful bidder and that their present appointment is only in connection with the contract/order with Purchaser and that therefore, such an employment/appointment would not enable or make them eligible for any employment/appointment with the Purchaser either temporarily or/and permanent basis.

25. Tax deduction at source:

- a) All statutory deduction as applicable shall be deducted at source as per rules at prevailing rates, unless certificate, if any, for deduction at lesser rate or nil deduction is submitted by the Successful bidder from appropriate authority.
- b) The successful bidder shall provide accurate particulars of PAN number as required, under Section 206AA of Income Tax Act, 1961.

26. 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.



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27.Price Bid Format:

Sch. No.	Description	UOM	Qty	SAC	Hiring Charge for each Hour (INR)	GST@ Amount (INR)	Hiring Charge for each Hour incl. GST (INR)	Total Hiring Charge for including GST (INR)	Input GST Credit (INR)	Total Effective Price for 12 months (INR)
A	B	C	D	E	F	G	H=F+G	I=H*D	J=G*D	K=I-J
1	Hiring of Backhoe Loader (JCB) for 54 Hours	Hour	54							
2	Hiring of Tractor with Trailer for 99 Hours	Hour	99							
Total effective price at BNPMIPL, Mysuru as per complete scope of work (without GST i.e net of input tax)(in Fig)										
Total effective price at BNPMIPL, Mysuru as per & complete scope of work (without GST i.e net of input tax)(in word)										
Total price at BNPMIPL, Mysuru as per complete scope of work(with GST)(in Fig)										
Total effective price at BNPMIPL, Mysuru as per & complete scope of work (with GST)(in word)										

Evaluation Criteria: Price bids will be evaluated based on Overall Effective Price Basis.



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We hereby confirm that

1. We accept all the terms & conditions and scope of work as 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. SAC 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: 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.:

