



LTE No. BNPM/LTE/ HIRING OF BACKHOE LOADER /0630/2020-21

Issue Date & Time: 23.09.2020, 11:00 hrs.
Closing Date & Time: 29.09.2020, 15:00 hrs.
Extended up to: 06.10.2020, 15:00 hrs.
Extended up to: 13.10.2020, 15:00 hrs.

A. Scope of work: Hiring of Backhoe Loader (JCB) & Tractor with trailer on hourly service basis.

| S No | Item Description | UoM | Yearly |
|------|---|-------|--------|
| 1 | Hiring of Backhoe Loader (JCB) for loading of degraded filter press into lorries. | Hours | 32 |
| 2 | Hiring of Tractor with trailer For shifting of filter press cake from filter press shed in ETP to sludge storage shed at ETP. Trailer should have capacity to be cable to carrying at least 4 MT of filter press cake in one go. | Hours | 96 |

B. Others Conditions:

- 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.
- Vehicle should have commercial road permits for respective statutory payments for vehicles etc.
- The vehicles should be registered with the concerned authority of Central/ State Govt. for the designated commercial use
- 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.
- 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.
- 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.
- Drivers/operators shall have valid driving licence.
- 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 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.

C. Terms & Conditions:

1. **Price:** Unit price shall remain fixed & no price variation shall be accepted till completion of contract.
2. **Terms of Payment:** 100% payment shall be made within 7 days for actual availed time of JCB & tractor service 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.
3. **Quantity:** Quantity mentioned in enquiry is tentative, however payment will be made on actual service availed within the contract period.
4. **Place and address of work:**
Effluent treatment Plant, Area
Bank Note Paper Mill India Pvt. Ltd.,
Note Mudran Nagar,
Mysore - 570003.
Contact details: Mr. Nijo Wilson M-9400655991
5. **Contract Period:** The contract shall be for a period of 1 year. However, based on satisfactory performance during the first year, BNPM reserves the right to extend the



contract with same rate, terms & conditions further 6 months. 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.

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, 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:

- i. In case of unregistered bidders, the rate and amount of GST shall be shown as "Nil".
- ii. 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.
- iii. In case of work contracts or pure labour contracts, the bidder shall quote single GST rate for the work.
- iv. 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.
- v. 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.

- vi. 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.
- vii. 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

- i. If the tenderer/bidder does not include the details of GST separately in the tender/quotation, the same shall be rejected
- ii. 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.
- iii. 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 |

- iv. 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:

- i. 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.
- ii. 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
- iii. The Payment shall be made net of TDS as per the provisions of CGST/SGST/IGST Act.
- iv. 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
- v. 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.
- vi. 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 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. 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.

12.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.

13.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.

14.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.

15.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.

Signature of bidder:

Name of the Firm:

Seal of the firm:



GST No.:



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16.Price Bid Format:

| Sch. No | Description | SAC | UOM | QTY in Hrs. | Hiring Charge for each Hour (INR)) | GST@ Amount (INR) | Total Hiring Charge for including GST (INR)) |
|---|--|-----|-----|-------------|------------------------------------|----------------------|--|
| A | B | | C | D | E | F | G=(E+F)*D |
| 1 | Hiring of Backhoe Loader (JCB) for loading of degraded filter press into lorries. | | Hrs | 32 | | | |
| 2 | Hiring of Tractor with trailer For shifting of filter press cake from filter press shed in ETP to sludge storage | | Hrs | 96 | | | |
| 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 in word) | | | | | | | |

Remarks, if any:.....

Note: Evaluation shall be carried out basis of schedule wise/item wise L1 basis only.

Signature of bidder:

Name of the Firm:

Seal of the firm:

GST No.:

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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. SAC Code: Item 1)
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.:

