



LIMITED TENDER ENQUIRY No. BNPM/LTE/ CSR ASSESMENT/159/2019-20

Issue Date & Time: 27.05.2019 10.00 hrs.
Closing Date & Time: 03.06.2019 1200 hrs.

A. Scope of Work: CSR Projects Assessment

S No	Item Description
1	CSR Project Assessment at BNPM , Mysore

Scope:

Assessment of CSR Projects chosen by BNPM

- On-site Inspection for sample projects (2 Nos of Projects)
 - É Collect the stakeholder feedback for sample projects.
 - É Offsite Analysis of all Projects.
 - É Report stating the project qualifies for CSR Funding or not.
 - É Assessment of projects (8 to 10 Nos.) worth Rs.5 Crores (Approx) for FY 2019-20.

Experience:-

- Any Firm/Company or Individual having required Professional qualifications/ experience to do CSR Assessment / Audit or an ISO 26000 Company doing CSR Assessment / Audit.
- Has already done an Assessment for at least 5 projects for Private Company or PSU's in last 3 years ending on 30.04.2019.

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).
- d) List of Clients
- e) Order copy of previously carried out Project Assessment in last 3 years ending on 30.04.2019.
- f) Party should not be a loss making company & turn over should not be negative or reduced by 30% for any one financial year ending on 31.03.2018.



2. **Price:** Price shall remain fixed & no price variation shall be accepted till completion of contract. Price includes cost of Project Leader, Data analyst, Communication Executive & all other manpower as required. All Traveling, Boarding, Lodging, Accommodation costs are inclusive in the price.
3. **Terms of Payment:** Payment shall be made within 30 days after completion of work and submission of reports and 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. **Completion Schedule:** The work should be carried out within 15 days from the date of issuance of order. The whole contract or part of contract can be terminated at any time at the discretion of the BNPM without assigning any reason whatsoever.
5. **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.



LIMITED TENDER ENQUIRY No. BNPM/LTE/CSR Assessment/159/2019-20

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".

6. 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.

7. 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.

8. 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.

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.



- 9. 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.
- 10. Legal Jurisdiction:** The Courts of Mysore (Karnataka State) shall alone have jurisdiction to decide on any legal matter of dispute whatsoever arising out of or in respect of the contract.
- 11. 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.
- 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. Tax deduction at source:**
- 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.
 - The successful bidder shall provide accurate particulars of PAN number as required, under Section 206AA of Income Tax Act, 1961.



LIMITED TENDER ENQUIRY No. BNPM/LTE/CSR Assessment/159/2019-20

14.Price Bid Format:

Sch. No.	Description	SAC	Basic Price (INR)	GST@ —— Amount (INR)	Basic Price incl. GST (INR)	Input GST Credit (INR)	Total Effective Price (INR)
A	B	C	D	E	F	G	H=F-G
1	Price for carrying out CSR Project Assessment (as per scope of work)						
Total effective price for carrying out CSR Project Assessment at BNPMIPL, Mysuru as per & complete scope of work (without GST i.e net of input tax)(in word)							
Total effective for carrying out CSR Project Assessment at BNPMIPL, Mysuru as per & complete scope of work (with GST)(in word)							

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



