



Ph no. 0821-2401111; Email: scm.tender@bnpmindia.com

LIMITED TENDER ENQUIRY NO. BNPM/LTE/FT/1205/2020-21

Issue Date & Time: 19.03.2021 17:00 hrs.
Closing Date & Time: 25.03.2021 11:00 hrs.

1. Scope of work:

S No	Item Description	UOM	Quantity
1	Training for Forklift Operator on operation and general maintenance.	Lot	1

Scope of work includes:

- Practical (on field) and theoretical (presentation) training about Forklift operations, General Maintenance, pre and post operation duties and Safety precautions.
- Exhaustive training period shall be for 2 days.
- Certificate needs to be provided for operators.
- Probable trainees shall be approx. 20 operators.
- Training has to be scheduled in 2 sessions on different dates considering availability of the operators in different shifts.

2. Price:

Price BNPM, Mysore site basis. All transportation, fooding, lodging are in the scope of the bidder.

2. Terms of Payment:

Payment will be released within 30 days after completion of the training and after issuance of certificates. Payment will be released vide electronic transfer.

4. Work completion period :

Within 30 days from the placement of order.

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.

- 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.
- A debit note issued if any, by the vendor should be in accordance with the provisions of Sec 34 of the CGST Act.
- 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.



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- 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 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:



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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 until actual disposal or performance, subject to a maximum deduction of 10% of the delayed service's contract price.

7. **Delay in successful bidder's performance:** Time for and the date specified in the contract or as extended for the delivery of the service shall be deemed to be 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 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.



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 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.
9. **Risk Purchase Clause:** If the successful bidder fails to abide by the terms and conditions of the order, as per the delivery schedule or any time repudiates the contract, then BNPM has the right to do the following:
Procure the 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 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.
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. **Force Majeure:** In the event of any unforeseen event directly interfering with the supply of stores / providing services 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



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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.

13. 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.

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. Evaluation Criteria :

- (i) Price evaluation will be based on overall effective price basis i.e total quoted price excluding GST.
- (ii) However, the acceptance of the tender will rest with BNPM, who does not bind himself to accept the lowest tender and reserves to itself the authority to reject any or all of the tenders received without assigning any reason thereof.
- (iii) If multiple bidder quote the same price and become L1 then order will be placed to the local bidder . This means the bidder having its Office at Mysore will get the 1st preference & the bidder having its Office at Bangalore will get the 2nd preference. Bidders having its office other than Mysore & Bangalore will get the 3rd preference.

16. Discrepancy in Prices:

- (i) If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price will be corrected accordingly, unless BNPM feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- (ii) If, there is an error in a total price, which has been worked out through addition and/ or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- (iii) If, there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- (iv) If, as per the judgment of BNPM, there is any such arithmetical discrepancy in a bid, the same will be suitably conveyed to the bidder by registered/speed post. If the bidder does not agree to the observation of BNPM, the bid is liable to be ignored.



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17.Price Bid Format:

Sch. No	Material Description	UOM	Qty	Unit Price (INR)	Transportation, Fooding, Lodging & any other expenses on Unit Price(INR)	GST@ —— Amount on Unit Price (INR)	Unit price including Transportation, Fooding, Lodging & any other expenses and GST (INR)	Total price inclusive of Transportation, Fooding, Lodging & any other expenses and GST (INR) (FOR BNPM, Mysuru basis) (INR)	Input GST Credit (INR) {GST amount on unit price * Total quantity}	Effective price inclusive of Freight , other expenses & GST (INR) (FOR BNPM, Mysuru basis) (INR)
A	B	C	D	E	F	G	H=E+F+G	I=H*D	J=G*D	K=I-J
1	Training for Forklift Operator on operation and general maintenance.(As per Scope of work, Clause No. 1)	Lot	1							
14	Total Effective Price (net of input GST) , including transportation, fooding, lodging & any other expenses at FOR BNPM , Mysore Basis (INR)									
15	Total Effective Price (net of input GST) , including transportation, fooding, lodging & any other expenses at FOR BNPM , Mysore Basis (INR)(in word)									
16	Total Price (net of input GST) , including transportation, fooding, lodging & any other expenses and GST at FOR BNPM , Mysore Basis (INR)(INR)									
17	Total Price (net of input GST) , including transportation, fooding, lodging & any other expenses and GST at FOR BNPM , Mysore Basis (INR)(in word)									



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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. HSN/SAC Code:
4. GST registration status: Unregistered / Compounding / Registered.
5. Delivery period: (Days / Weeks)
6. Warranty Period:NA.....
7. Bid validity period: 90 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)

Signature of bidder:

Name of the Firm:

Seal of the firm:

GST No.:

Contact No:

Email ID:.....

Complete Address:.....