



OPEN TENDER ENQUIRY No. BNPM/OTE/AMC for OEQMS/0306/2021-22

Issue Date & Time: 29.07.2021 1100 hrs.
Enquiry closing date: 11.08.2021 1100 Hrs.

A. Scope of Work:

S No	Item Description	UOM	Quantity
1.	Non-Comprehensive AMC services for ETP Online Effluent Quality Monitoring System (4 visits per year)	Nos	1
2.	Data Transfer from ETP OCEMS system to CPCB & KSPCB Servers on Yearly Basis	Nos	1

Terms & Conditions:

1. Documents to be submitted:

- Signed copy of this document (All the pages).
- Filled price details as per the format provided below at point 25.
- Technical details /datasheet for the enquired product (if applicable).
- Micro / Small Enterprise (Certificate issued by MSME)/UAM/NSIC certificate (If applicable).

2. Price: Price should be inclusive of P&F, Freight, Transit Insurance and GST. Price shall remain fixed & no price variation shall be accepted till completion of contract.

3. Terms of Payment:

- For S. No 1:** Quarterly basis payment shall be made within 30 days after completion of work and submission of reports and acceptance of the same at BNPM, Mysore.
- For S. No 2:** 100% payment shall be released within 30 days from the date of submission of bills certified by BNPM officials.
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. Contract Period: The contract shall be for a period of 12 months. However, based on satisfactory performance during the first year, BNPM reserves the right to extend the contract on yearly basis for additional two (02) years 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.

6. 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 manpower as per the contract at BNPMIPL, Mysore. The necessary transportation arrangement for manpower shall be provided by the successful bidder. 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.

7. 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:

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. 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".
- 8. 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.
- 9. Delay in supplier's performance:** 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.

10. 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.

11. Rejection Replacement: In case of supplies, materials not meeting our specification will be rejected outright and the rejected material shall be taken back within 7 days at the cost and risk of the supplier and replacement should be made within 15 days from the date of intimation. No payment shall be made for rejected item. If the material is not taken back within the stipulate period, BNPM reserves the right to dispose-off the material at the risk and expense of the vendor as per provision under Section IV: General conditions of contract.

12. 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.

13. Termination for Convenience (Foreclosure) Clause: BNPM reserves the right to terminate the contract, in whole or in part for its (BNPM's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of BNPM. The notice shall also indicate inter-alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

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. Labour and Labour Laws:** The successful bidder shall comply at its own cost with all statutory provisions as laid down & 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. Tools & Tackles:** Tools and tackles required for AMC 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.
- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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.

21.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.

22.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.

23.Evaluation Criteria: Evaluation shall be done on the basis of overall effective price to decide L-1 bidder.

24.Scope of Work:

1. Quarterly site visit for periodic maintenance of the OEQMS sensors and necessary calibration–
 - (i) BOD, COD, TSS sensor- Make: WTW, Model: Carbovis 705IQ
 - (ii) pH sensor- Make: WTW, Model: Sensolyte 700IQ
2. Emergency breakdown visits as and when occurs/informed.
3. Technical support / online support as and when required for BNPM.
4. Minor repairs to be carried out free of cost (without any spare components).
5. Preventive maintenance should be done for both probes.
6. The CARBOVIS probe shall be cleaned by cleaning solution/zero solution as per standard OEM procedure.
7. Output of the pH probe to the controller shall be fine-tuned. If required, 2 point calibration shall be done as per standard OEM procedure.
8. Output of the CARBOVIS probe to the controller shall be fine-tuned. If required, necessary calibration shall be done as per standard OEM procedure.
9. Analog output shall be synchronised to the controller, In case of any deviation same shall be fine-tuned.
10. Online support via Cisco WebEx (only) shall be provided as and when required.
11. Following parameters data from ETP Online Effluent Quality Monitoring System shall be transferred to the CPCB & KSPCB servers
 - I. BOD
 - II. COD
 - III. TSS



IV. pH

V. Flow (Flow transmitter Make: SBEM, Model:151MFMWI1230N00802A1261427P)

Note: Data values, Ranges of the above parameters shall be as per the CPCB & KSPCB standard and there shall not be any variation.

12. To mark the completion of the works – CPCB & KSPCB acknowledgement against the successful data transfer from BNPM OEQMS system has to be provided to BNPM.
13. Presently there shall be no additional hardware requirement (Modem/ Signal Multipliers etc.,) at BNPM OEQMS System. If at all, same shall be in bidder's scope.
14. If bidder desires to do upgradation of software/server if at all, all necessary spares and cost involved shall be in the scope of bidder only.
15. Any issues/ errors related to data transfer shall be attended by the bidder immediately for the successful data transfer to CPCB & KSPCB during the work order period.
16. Data Transfer works shall be completed within 2 weeks from the date of issue of work order.
- 17. Contract shall be for a period of one year. However, on successful & satisfactory performance of the contract, BNPM reserves the right to extend the contract on yearly basis for additional two (02) years.**

Eligibility Criteria:

1. The Party must have similar experience in the field of Online Effluent Quality Monitoring System AMC and data transfer to CPCB/ KSPCB for last three financial years. (Copy of work orders and completion certificates to be produced).
2. Bidder should have not been blacklisted / debarred by BRBNMPL/ SPMCIL/ BNPMIPL/ Government of India

Other terms and conditions:

1. Bidders shall understand the complete scope of work before tendering by visiting the plant premises if required. Ignorance in this regard shall not be accepted as basis for any claim / compensation. The submission of the tender by the bidder will be construed as evidence that such an examination was made and any falter claims/disputes in regard to price quoted shall not be entertained or considered.
2. Bidders may visit / inspect the BNPM ETP plant installations at their own cost with prior permission of BNPM, if required, before submitting the offer.
3. The expenses towards transportation of man & materials, accommodation (food & lodging) of personnel, Covid Negative report (if required), local transport & travel, expenses towards preparation and submission of reports etc. will be in the scope of bidders.
4. Provision for all the tools, tackles, instruments, equipment, software etc. whichever required for the completion of the works is in the Scope of the bidder and shall be arranged by the bidder.
5. Bidder shall take full responsibility for supervision and proper execution of works covered under the scope of contract. The work should be executed in through professional way & in true workmanship. The work will be carried out without hampering / disturbing



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day to day functioning of the BNPM. Any damage caused to BNPM machinery or any other assets inside BNPM premises by any deliberate efforts to effect/hamper the production of the plant by the bidder or his/her team shall be made good or replaced at cost of the bidder only.

6. The entire works shall be completed to the satisfaction of BNPM. If any of the work is found to be unsatisfactory by BNPM, bidder has to rectify the same within the stipulated timeframe given by BNPM at their own cost & expenses.
7. Bidder's personnel to be engaged in job must use safety gadgets i.e. safety boot, safety helmet, goggles, ear plug etc., inside the installations wherever applicable. Bidder shall ensure the safety of his work personnel while carrying out the calibration job. Supply of all necessary safety gadgets/ PPE are in the scope of bidder.
8. Bidder's personnel to be engaged shall have to obtain entry pass from BNPM Security & Safety department / Individual Section Heads authority for entering in BNPM's secured areas / installations.



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25.Price Bid Format:

Sch. No	Material Description	UOM	Qty	Unit Price (INR)	P&F, Insurance & Freight Charges (INR)	GST@ Amount (INR)	Unit price including P&F, Insurance, Freight & GST (INR)	Total price inclusive of P&F, Insurance, Freight & GST (F.O.R, BNPM, Mysuru) (INR)	Input GST Credit (INR) {GST amount * Total quantity}	Effective price inclusive of P&F, Insurance, Freight (F.O.R, BNPM, Mysuru) (INR)
A	B	C	D	E	F	G	H=E+F+G	I=H*D	J=G*D	K=I-J
1.	Non-Comprehensive AMC services for ETP Online Effluent Quality Monitoring System (4 visits per year)	Nos	01							
2.	Data Transfer from ETP OCEMS system to CPCB & KSPCB Servers on Yearly Basis	Nos	01							
Grand Total										

Note:

1. Vendor should submit the documents as per Eligibility Criteria.
2. Evaluation shall be done on the basis of overall effective price to decide L-1 bidder.
3. Price should be inclusive of all charges & delivered at BNPM, Mysore.



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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
4. GST registration status: Unregistered / compounding / registered.
5. Delivery period: (Days / Weeks)
6. Warranty Period: **NA** 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: 90 days from date of closing of tender including extensions/ corrigendum's (if any).

8. Bank Details:

Bank Acc. No.;

Bank Acc Name:

Branch name:; Branch Code:

IFSC:

9. MSME / NSIC status: (If yes, then supporting document shall be submitted along with the offer to avail the benefits under the Procurement Policy for MSEs, Order 2012 along with its amendments.)

(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 Details:-

Contact Person:

Contact Number:

Contact E-mail ID:

Note: Interested bidders are recommended to register themselves at company's website <https://bnpmindia.com/Vendor.aspx> in order to get future enquiries of relevant items



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(To be submitted on Company letterhead)

BID SECURITY DECLARATION

We, the undersigned, declare that we will automatically be suspended from being eligible for bidding in any tender with Bank Paper Mill India Private Limited, Mysore for the period of 12 months, if we are withdrawing our Bid during the period of bid validity (or) fail / refuse to furnish the performance security / execute the contract, if awarded.

Signature _____

Name-----

Designation-----

Date-----

Stamp of the Organization-----

