

# Administrative Building, Gate 1, Paper Mill Compound

Note Mudran Nagar, Mysuru 570003 Phone: 0821-2401 111/175/180/177, FAX: 0821- 2401120

## OPEN TENDER ENQUIRY No. BNPM/OTE/SMF Batteries /0080/2022-23

Tender Issuing Date & Time: 07.07.2022 1600 hrs.

1. E-tenders are invited from eligible and qualified tenderers for supply of following goods :

1.			Quantity
1.	<ul> <li>SMF Batteries; 12V; 26Ah Capacity</li> <li>Type: Sealed maintenance free valve regulated lead acid battery</li> <li>Voltage: 12V;</li> <li>Capacity: 26Ah</li> <li>Float Voltage: 13.5 V per module at 27°C;</li> <li>Boost voltage: 13.8 V per module at 27°C;</li> <li>Max Charging current: 25% of battery AH</li> </ul>		
	<ul> <li>capacity</li> <li>Quality compliance to EN ISO 14001:2004, ISO/TS 16949:2009</li> <li>Material of Container: container should be made of Poly Propylene Co Polymer material with low permeability to avoid water loss</li> <li>Type of Technology: AGM battery technology</li> <li>Application: Must be compatible with UPS for Lab instruments</li> <li>All batteries should be of one model</li> <li>Warranty Required: 3 Years</li> <li>Equivalent to make &amp; model: Amaron Quanta 12AL026</li> <li>Recommended Make: Exide Industries (power safe) / Amaron Batteries (quanta)/Any equivalent</li> </ul>	Nos.	16

#### I. Instructions to tenderers

of Scrap / Security item etc.  Tender Processing Fee	/Price Bid)  Rs.100/- + taxes (to be paid online)
Type of Tender (Two Bid / PQB / EOI / RC / Development / Indigenization / Disposal	Single Bid System (Part-I Techno-commercial bid & Financial



Bid	submission mode	Online www.tend	Through erwizard.con	e-tendering n/BNP.	portal
Clo	sing date and time for receipt of tenders	21.07.202	2; 1100 Hrs.		

- 1. Interested bidders may obtain further information about this requirement from the above office selling the documents. They may also visit our website <a href="https://www.tenderwizard.com/BNP">www.tenderwizard.com/BNP</a> mentioned above for further details.
- 2. Aspiring Bidders/Contractors who have not registered in e-tendering should register through the website E Tendering (<a href="www.tenderwizard.com/BNP">www.tenderwizard.com/BNP</a>) for participating in the Online Tenders. The registration charges will be Rs. 500/- plus applicable taxes (per year) which needs to be paid through electronic mode only.
- 3. For details, registration and e-payment, please visit e-tendering website <a href="https://www.tenderwizard.com/BNP">www.tenderwizard.com/BNP</a> or contact KEONICS help desk @ 080-40482000.
- 4. Class III Digital Signature Certificate (DSC) is mandatory to participate in e-Tenders. Participating bidders/Contractors have to make sure that they have the valid DSC. If not, they can procure from any of the firm as approved by CCA.
- 5. The tenderer shall satisfy BNPMIPL that they are competent and authorized to submit tender and/or to enter into a legally binding contract with the BNPMIPL. To this effect, any person giving a tender shall render documentary evidence that his signature on the tender submitted by him is legally binding upon himself, his firm or company as the case may be
- 6. BNPM reserves the right to cancel the tender at any stage without assigning the reasons thereof.

#### **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 at point 17.
- **c)** Technical details /datasheet for the enquired product (if applicable).
- **d)** Bidders must submit a copy of the valid registration certificates issued by the State (or Union Territory) Pollution Control Board (SPCB) at the time of bidding, failing which their bid will be liable for rejection.
- **e)** In addition to submitting necessary valid registration from the SPCB, the bidder must also submit a copy of the valid registration certificate from CPCB (or MoEF)
- **f)** Sale of Old batteries/lead acid batteries will be governed by the Batteries (Management & Handling) Rules 2001 or as amended from time to time; as far as possible these batteries should be procured only under buy-back option.
- **g)** Bidders must submit a copy of the valid registration certificates/Authorization certificate as "Registered Cycler' of old batteries/lead acid batteries under "Battery Management & Handling 2001 & Amendment Rules 2010 issued by the State (or Union Territory) Pollution Control Board (SPCB) to the bidder/to the



party to whom the bidder will sale the old batteries if contract is awarded at the time of bidding, failing which their bid will be liable for rejection.

In case of Lead Acid Batteries, used/waste oils and non-ferrous metal wastes, in addition to submitting necessary valid registration certificate from SPCB, the bidder must also submit a copy of the valid registration from CPCB (or MoEF); Bidder should submit details of that party (if applicable)

- **h)** The buyer shall also submit an NOC from the concerned SPCB, with whom the buyer is registered, in case of a sale involving inter-state movement of goods.
- i) Micro / Small Enterprise (Certificate issued by MSME/UDYAM /NSIC certificate (If applicable).

### 2. Responsibilities of manufacturer, re-conditioner, assembler & importer

- Ensure that the used batteries are collected back as per the Schedule against new batteries sold excluding those sold to original equipment manufacturer and bulk consumer(s).
- Ensure that used batteries collected back are of similar type and specifications as that of new batteries sold.
- File a half yearly return of their sales and buy-back to the state Board in Form-I latest by 30 June and 30 December of every year.
- Set up collection centres either individually or jointly at various places for collection of used batteries from consumers or dealers.
- Ensure that used batteries collected are sent only to the registered recyclers..
- Ensure that necessary arrangements are made with dealers for safe transportation from collection centres to the premises of registered recyclers.

#### 3. Responsibility of Recyclers

- Apply for registration to the Ministry of Environment and Forests or an agency designated by it if not applied already, by submitting information in Form VI..
- Ensure strict compliance of the terms & conditions of registration; however, those already registered with the Ministry of Environment and Forests or all agency designated by it for reprocessing used batteries would be bound by the terms & conditions of such registration.
- Submit annual reports as per Form VII to the State Board.
- Make available all records to the State Board for inspection.
- Mark 'Recycled' on lead recovered by reprocessing.
- Create public awareness through advertisements, publications, posters or others with regard to the following
  - ✓ Hazards of Lead
  - ✓ Obligation of consumers to return used batteries only to the registered dealers or deliver at the designated collection centers.
- **4. 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.



#### 5. Terms of Payment:

- a. **Terms of Purchase:** 100% within 30 days from the date of receipt and acceptance of goods at BNPM Plant, Mysuru and on production of all required documents by the supplier. Warranty certificate (if applicable) and NEFT/RTGS details shall be furnished along with the Original Invoice.
- **b. Terms of Sale:** Successful Bidder has to submit advance amount which is equivalent to the value of the SMF Batteries to be lifted preferably 3 days before lifting the material. The advance payment should be made vide electronic transfer/Deposit to the Bank Account of Bank Note Paper Mill India Pvt Ltd

#### 6. Delivery Terms & Delivery Address:

**a. For Purchase:** 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.

- b. For Sale: Ex Works BNPM
- **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. Discrepancy in Prices:

10.1 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 corrected accordingly, unless BNPM feels that the tenderer 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.

10.2 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

10.3 If, there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.

10.4 If, as per the judgment of BNPM, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered/speed post/email. If the tenderer does not agree to the observation of BNPM, the tender is liable to be ignored.

- 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.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.
- **16. 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.
- 17. Procedure for Sale of SMF Batteries: On finalization of tender, a sale order will be issued to successful bidder by BNPM for the existing available quantity, which has be to be lifted within 45 days from the date of issue of sale order. Thereafter as per the schedule provided by BNPM, SMF Batteries may be lifted. The successful bidder shall make advance payment as mentioned above for the material to be lifted. Bidder shall arrange vehicle, if any, Tools & tackles /materials required & labour for collection from various places in the site, loading, transportation at his own cost. The safety of the labour will be the responsibility of the bidder. The operation is to be completed within the specified office hours i.e. between 1000 hrs. and 1600 hrs. No work shall be permitted on Sundays or on closed holidays. Bidder shall not be allowed to pick and choose the materials. SMF Batteries are to be lifted as per the instruction of BNPM only. These material should not be sold to the employees of BNPM. Undertaking this regard has to be provided.



- **18.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.
- **19.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.
- **20.Site Visit/ Inspection:** To assess the state/ conditions of SMF Batteries and to determine the price to be quoted, the Bidder may visit the project site on or before tender submission due date and time and to get acquainted with the conditions at the site.



# 21. Price Bid Format:

Sch. No	Material Description	UO M	Qty	HSN Code	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 quantit y}	Effective price inclusive of P&F, Insurance, Freight (F.O.R, BNPM, Mysuru) (INR)
A	В	С	D	Е	F	G	Н	I=F+G+H	J=I*D	K=H*D	L=J-K
1.	<ul> <li>SMF Batteries; 12V; 26Ah Capacity</li> <li>Type: Sealed maintenance free valve regulated lead acid battery</li> <li>Voltage: 12V;</li> <li>Capacity: 26Ah</li> <li>Float Voltage: 13.5 V per module at 27°C;</li> <li>Boost voltage: 13.8 V per module at 27°C;</li> <li>Max Charging current: 25% of battery AH capacity</li> </ul>	Nos.	16	8507 2000							

	<ul> <li>Quality compliance to EN ISO 14001:2004, ISO/TS 16949:2009</li> <li>Material of Container: container should be made of Poly Propylene Co Polymer material with low permeability to avoid water loss</li> <li>Type of Technology: AGM battery technology</li> <li>Application: Must be compatible with UPS for Lab instruments</li> <li>All batteries should be of one model</li> <li>Warranty Required: 3 Years</li> <li>Equivalent to make &amp; model: Amaron Quanta 12AL026</li> <li>Recommended Make: Exide Industries (power safe) / Amaron Batteries (quanta)/Any equivalent</li> </ul>							
2. B	uy Back of 6 KVA UPS Batteries	Nos.	16	8548				

Total effective price of purchase price less buy back price inclusive of all tax, freight, P&F & any other charges in figures	
Total effective price of purchase price less buy back price inclusive of all tax, freight, P&F & any other charges in words	

**Note:** Evaluation shall be done on the basis of overall effective price quoted by the bidder
The overall effective price (i.e., exclusive of GST) will be Schedule 1 less buy back amount of Schedule 2

# 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.	HSN 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: 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)
Signat	cure of bidder:
	of the Firm:
Seal o	f the firm:
GST N	0.:
<u>Conta</u>	ct Details:-
Conta	ct Person:
Conta	ct Number:

# (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