

<b>PROJECT:</b>	<b>OPTCL ERSAMA</b>
<b>ITEM:</b>	<b>SUPPLY OF BATTERY BANK</b>
<b>Subject:</b>	<b>Bid specific Additional Terms and Conditions (ATC)</b>

<b>1.</b>	For any <b>technical clarification</b> , please contact Mr. Akhilesh Kumar, Manager (TBEM). Contact No. 0120 0674 8528; e-mail: <a href="mailto:akhileshk@bhel.in">akhileshk@bhel.in</a>
<b>2.</b>	For any <b>commercial clarification</b> , please contact Ms. Sumana Das, Manager (TBMM). Contact No. 0120-674 8469; e-mail: <a href="mailto:sumana@bhel.in">sumana@bhel.in</a>
<b>3.</b>	<p><b>Terms of Payment:</b></p> <p><b>[A] Payment for Main Supply</b></p> <p>95% of payment within 90 days(for Non-MSME)/ 60 Days (for medium enterprises)/ 45 Days(for MSE ) from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows:</p> <ol style="list-style-type: none"> <li>LR / GR duly endorsed by BHEL Site Official.</li> <li>Material Receipt Certificate issued by BHEL Site Official/ CRAC.</li> <li>GST Compliant Tax Invoice</li> <li>Packing List (Case-wise)</li> <li>Copy of Transit Insurance Certificate from underwriters.</li> <li>Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management</li> <li>Guarantee Certificate</li> <li>Copy of Performance Bank Guarantee (PBG)</li> </ol> <p>5% of payment within 90 days(for Non-MSME)/ 60 Days (for medium enterprises)/ 45 Days(for MSE ) from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows:</p> <ol style="list-style-type: none"> <li>Certificate of successful completion of Supervision of Erection, Testing &amp; Commissioning at Site</li> <li>Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management</li> </ol> <p>In case of Supervision of Erection, Testing &amp; Commissioning <b>gets delayed beyond 12 months from the date of last supply</b> for the reasons not attributable to supplier, supplier may claim last 5% payment of supply portion by furnishing following documents:</p> <ol style="list-style-type: none"> <li>Invoice</li> <li>Copy of certificate issued by BHEL site in charge, confirming that delay in Supervision of Erection, Testing &amp; Commissioning is not attributable to supplier (to be arranged by BHEL TBG).</li> <li>Copy of Bank Guarantee of equivalent value initially valid for 6 months from the date of submission of invoice with additional claim period of three months. In case Supervision of Erection, Testing &amp; Commissioning is not successfully completed before expiry of Bank Guarantee, BG shall be kept suitably extended till successful completion of Supervision of Erection, Testing &amp; Commissioning.</li> </ol> <p><b>[B] Payment terms for supervision of ETC</b></p> <p>100% payment within 90 days(for Non-MSME)/ 60 Days (for medium enterprises)/ 45 Days(for MSE ) along with applicable GST from the date of receipt of complete GST compliant Tax invoice along with certificate of successful completion of Testing &amp; Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies).</p>

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<b>4.</b>	<b>Term of Delivery:</b>
	As per GeM.
<b>5.</b>	<b>Delivery Time:</b>
	<p>Delivery time is as below: Vendor to dispatch the material as per delivery plan mentioned in ACTIVITY SCHEDULE to meet the project requirement.</p> <p><b>a. Supply: Within 20 Weeks (140 days) from the date of PO/input by BHEL as per Activity schedule (Annexure-B).</b></p> <p><b>Note:+</b> Early delivery is acceptable.</p> <p>In case, BHEL's delivery requirement is not met by vendor(s), then a chance may be given to all such vendors to review their quoted delivery schedule in line with BHEL's delivery requirement. However, if vendor fails to meet the requisite delivery plan, then BHEL reserves the right not to consider the offer of such vendor(s).</p>
<b>6.</b>	<b>Prices:</b>
	The quoted prices shall be on <b>Firm basis</b> . Price to be quoted as inclusive of GST. i.e. Ex-Works (Main Supply + F&I + GST) on FOR destination basis.
<b>7.</b>	<b>Liquidated Damage of delayed Delivery:</b>
	As per GeM terms and conditions.
<b>8.</b>	<b>Item &amp; BOQ:</b>
	<p><b>Item:</b> SUPPLY OF 220V Lead Acid Plante Battery</p> <p><b>BOQ:</b> As per Technical specification <b>TB-420-316-025A</b>.</p>
<b>9.</b>	<b>Technical Specification:</b>
	Scope of supply as per Technical specification no. <b>TB-420-316-025A</b>
<b>10.</b>	<b>Pre-Qualification Requirement:</b>
	Technical Pre-Qualifying Criteria is specified in Technical specification (Annexure-TQR).
<b>11.</b>	<b>MQP (Manufacturing Quality Plan):</b>
	Inspection shall be carried out by BHEL & Customer (End User) as per approved Quality Plan. For the same, Supplier to submit Quality Plan to BHEL for Customer approval.
<b>12.</b>	<b>Inspection:</b>
	Inspection shall be carried out by BHEL & Customer (End User) as per approved Quality Plan.
<b>13.</b>	<b>Guarantee Clause (Defect Liability Period):</b>
	The equipment / material supplied and services rendered (if applicable) shall be guaranteed to be free from all defects and faults in design & engineering, material, workmanship & manufacture and in full conformity with the Purchase Order / Contract, Technical Specifications & approved drawings / data sheets, if any, for 18 months from the date of last supply or 12 months from the date of commissioning, whichever is later. Commissioning Date- 03.12.2024
<b>14.</b>	<b>Destination / Delivery Location:</b>
	400/220/132 KV GIS SUBSTATION AT ERSAMA , PARADEEP/
<b>15.</b>	<b>Bill to Address for Supply:</b>
	Shall be furnished later.
<b>16.</b>	<b>Performance Bank Guarantee:</b>
	Supplier shall arrange to submit PBG for 10% of the total Ex-works value valid up to Guarantee period with claim period of 3 months extra over and above. Ex-works PO value at the time of placement of PO shall be considered for calculation of the PBG amount.
<b>17.</b>	<b>Bidders to ensure that Third party / customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document / certificate issuing authority such as name &amp;</b>

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	designation of Issuing Authority and its organization contact number and e-mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.
<b>18.</b>	<b>Acceptance of Offer:</b>
	<p>Acceptance of offer is subjected to following:</p> <p>i) Approval of vendor by end customer.  ii) Qualification of Technical PQR.  iii) Techno-Commercial evaluation by BHEL.</p> <p>Bidder's offer will be acceptable subject to final acceptance of vendor by ultimate customer as approved supplier.</p> <p>Bidder to submit following documents for arranging approval from customer-</p> <p>a) Performance Certificate  b) Supply experience  c) ISO certificate  d) Balance Sheet (last 3 years)  e) Any other documents (if required, as per customer)</p>
<b>19.</b>	<b>Make in India:</b>
	<p>For this procurement, the local content to categorize a supplier as Class-I local supplier / class-II local supplier / Non-Local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020, issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT.</p> <p>"Bidder to specify the percentage of local content as per the format of self-declaration for local content" as per Annexure-V."</p>
<b>20.</b>	<b>Details of Bidder:</b>
	Bidder to submit the details as per format as per Annexure-D.
<b>21.</b>	<b>Reverse Auction:</b>
	Bid to RA through GeM as per GeM T&C.
<b>22.</b>	<b>Deviations:</b>
	<p>a) Technical Deviation: No Technical Deviation is envisaged.  b) Commercial Deviation: No Commercial Deviation is envisaged.</p>
<b>23.</b>	<b>Compliances:</b>
	<p>1. Bidder to comply the below clause and submit the certification in their letter head. Non-compliance/ Non-submission of certification will lead to rejection of Offer.</p> <p>i. Compliance to GOI Order for restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017 (enclosed in Annexure-II)  ii. MOP circular dated 02-07-2020 (Annexure-III)  iii. Make in India Format as Annexure-IV</p>
<b>24.</b>	All other terms & conditions shall be as per GTC of GeM

Signature & Seal of  
Supplier  
Date

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## Annexure-B

### ACTIVITY SCHEDULE

<b>SN</b>	<b>ACTIVITY</b>	<b>ACTIVITY TIME [ in weeks ]</b>	<b>REMARKS</b>
	PO / Input receipt from BHEL	0	
1.	Submission of Documents (after complete inputs given by BHEL) necessary for getting manufacturing clearance like Drawings, Data sheet MQP etc.	2	SUPPLIER SCOPE
2.	Approval of documents/Manufacturing Clearance from BHEL	2	BHEL SCOPE
3.	Manufacturing time after drawings docs approval & Manufacturing Clearance with Inspection Call	10	SUPPLIER SCOPE
4.	BHEL/Customer Inspection & Dispatch Clearance	2	BHEL SCOPE
5.	Dispatch	2	SUPPLIER SCOPE
6.	Receipt at Site	2	SUPPLIER SCOPE

1. Inspection call to be issued 1 week in advance.
2. Supplier must ensure the completeness and correctness of the requisite documents before submission for approval. Delay in approval on account of incomplete / inadequate information shall be the responsibility of supplier.
3. Inspection call should be given in the prescribed format only. Inspection calls not in the prescribed format shall not be entertained.
4. Vendor to ensure resubmission of drawings / documents within 1 Week from the date of comment given by BHEL. Any delay in resubmissions w.r.t 1 Week shall be reduced from Activity No.3 as above.
5. Count of resubmissions shall be certified by TBEM and same shall be compensated in schedule by adding certified time or number for resubmissions.
4. Qty to be offered for inspection should be in accordance with Delivery-schedule. BHEL reserves the right not to entertain multiple inspection calls for a Delivery – lot and delay on this account shall be the responsibility of Supplier.

Signature & Seal of Supplier

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Date:

### ANNEXURE-D

#### CONTACT DETAILS OF BIDDER

<b>Works Address-</b>	
<b>Communication Address-</b>	
<b>Details of contact person for clarification regarding bid:</b>	
Contact Person Name:	
Designation:	
Email Id.:	
Mobile No.:	
Landline No.:	

Signature & Seal of Supplier

Date:

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**Annexure-II**

**Sub:** Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017

SI No.	Description	Bidder's confirmation
1	<i>We, M/s_____ have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We hereby certify that we are not from such a country.</i>	<i>Agreed</i>

(Note: Non-compliance of above said Gol Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL)

**Bidder's authorized signatory with stamp & seal**

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Annexure-III

**Vendor Compliance format in bidder letter head**

In view of order No. 25-111612018-PG, Dated 02.07.2020 of Ministry of Power, GOI

**Enquiry No/ PO No & Date** :  
**Project** :  
**Name of items/Package** :

This is to certify that all equipment, components, and parts imported for use in the Power Supply System and Network are in strict compliance to directions issued by Ministry of Power, Govt. of India vide order No. 25-111612018-PG dated 02.07.2020. The imported component(s), part or assembly item(s) does not carry any malware/Trojan etc.

**Note: Non-compliance of MoP Order and its subsequent amendment(s), (if any), by vendor shall lead to rejection of their offer or cancellation of contract, which is awarded by BHEL.**

**Bidder's authorized signatory**  
**with stamp & seal**

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**Annexure-V**

<b>Item/Package Name :</b>	<b>SUPPLY OF BATTERY BANK</b>
<b>Enquiry No.:</b>	
<b>Project:</b>	<b>OPTCL ERSAMA</b>
<b>Type of project</b>	
<b>Percentage of Local Content</b>	<b><i>(Bidder to enter the applicable % of local content)</i></b>

**Format of Self certification regarding Local Content in line with PPP-MII order, 2017 & its revision dated 04.06.2020.**

**Date:.....**

I \_\_\_\_\_ S/o, D/o, W/o, \_\_\_\_\_ Resident of \_\_\_\_\_ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (*hereinafter PPP-MII order*) of Government of India issued vide Notification No: P-45021/2/2017-BE-II dated 15/06/2017, its revision dated 04/06/2020 and any subsequent modifications/Amendments, if any.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/BHEL or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for .....  
***(Enter the name of the Equipment/Item for Project).***

That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein.

That the goods/services/works supplied by me for ..... ***(Enter the name of the Equipment/Item for Project)*** ***contains.....%*** ***(mention the Local content in %age)*** Local Content.

That the value addition for the purpose of meeting the 'Minimum Local Content' has been made by me at ..... ***(Enter the details of the location(s) at which value addition is made).***

That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed supplier class categorization criteria as per said order, based on the assessment of procuring agency (ies)/BHEL/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order and provisions of the Integrity pact/ Bidding Documents.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

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- i. Name and details of the Local Supplier  
(Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Goods/services/works for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed and whether it meets the Minimum Local Content prescribed
- vi. Name and contact details of the unit of the Local Supplier (s)
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of input used to manufacture the Goods/to provide services/in construction of works
- xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached
- xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of..... (Name of firm/entity)

**Authorized signatory (To be duly authorized by the Board of Directors)**

<Insert Name, Designation and Contact No.>

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**SCHEDULE OF COMMERCIAL DEVIATION**

The following are the deviations/ variations exception from the General Terms and Conditions:

SL. NO.	CLAUSE NO. OF TERMS AND CONDITIONS	STATEMENT OF DEVIATION
	NIL DEVIATION	NIL DEVIATION

In case, this schedule is not submitted, it will be presumed that the equipment /material to be supplied under this contract is deemed to be in compliance with the General Terms and Conditions.

If there is NIL deviation, even then the format to be filled as NIL DEVIATION.

**Note :** 1. Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.

2. Deviation mentioned in this schedule shall only be considered.

**This Format is to be submitted in original duly signed by bidder.  
Reproduction of the same in any sort is not acceptable.**

Place: .....

Date : .....

Signature of the authorised representative of

Bidder's name :.....

Designation:.....

Company Seal:.....

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**SCHEDULE OF TECHNICAL DEVIATION**

The following are the deviations/ variations exception from the Technical Specifications:

SL. NO.	CLAUSE NO. OF TERMS AND CONDITIONS	STATEMENT OF DEVIATION
	NIL DEVIATION	NIL DEVIATION

In case, this schedule is not submitted, it will be presumed that the equipment /material to be supplied under this contract is deemed to be in compliance with the Technical Specifications,

If there is NIL deviation, even then the format to be filled as NIL DEVIATION.

**Note : 1.** Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.

2. Deviation mentioned in this schedule shall only be considered.

**This Format is to be submitted in original duly signed by bidder.  
Reproduction of the same in any sort is not acceptable.**

Place: .....  
Date : .....

Signature of the authorised representative of  
Bidder's name :.....  
Designation:.....

Vendor to furnish "Quoted/Not Quoted" and GST % in unpriced bid. **If Bidder mention "Not quoted" and found applicable at later stage during detailed engineering, it means bidder shall supply the item free of cost to BHEL.**

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**UNPRICED BID**

<b>Item No.</b>	<b>Item Description</b>	<b>Item Quantity</b>	<b>Unit of Measure</b>	<b>Unit Price (Inclusive of F&amp;I &amp; GST)</b>	<b>GST % Applicable</b>
1	SUPPLY- BATTERY : 220V DC, LEAD ACID PLANTE, 645AH BATTERY BATTERY BANK WITH FITTINGS & ACCESSORIES COMPLETE IN ALL RESPECT AS PER TECHNICAL SPECIFICATION	02	SET	Mention as "Quoted"	Mention GST %
2	SERVICES- BATTERY : 220V DC, SUPERVISION OF INSTALLATION, TESTING & COMMISSIONING OF BATTERY BANK SYSTEM	02	SET	Mention as "Quoted"	Mention GST %