

2024

BHEL PEM GEM ATC

INTRODUCTION

1. This is a Buyer specific document named Additional Terms & Conditions (ATC). This document is applicable for the enquiry issued on Government e-Marketplace (GeM) portal. These terms and conditions must be read in conjunction with GeM-General Terms & Conditions (GTC).
2. In case of any conflict, terms and conditions stipulated in ATC shall supersede those in GTC on GeM.

INSTRUCTIONS TO THE SUPPLIERS

Suppliers are advised to note the following instructions regarding Bid/Offer submission: -

1. To regularly visit GeM portal to access the tender documents and latest updates about the tender.
2. To study all the tender documents carefully. Any submission of tender by the Supplier shall be deemed to have been done after careful study & examination of the tender documents and with full understanding of the implications thereof. Non-compliance with any of the requirements and instructions in the Tender Enquiry shall be treated as an Incomplete Bid/Offer. Suppliers would be liable for actions as per extant policies/guidelines, if they fail to abide by any of the Policies including the terms and conditions stipulated in this document.
3. Ensure submission of their Bid/Offer on or before the latest due date and time indicated in the tender after taking cognizance of all the tender documents including corrigenda (if any) published against this tender.
4. To submit their Bids/Offer on GeM portal only.
5. Not to send copy of Bid/Offer through any other mode i.e. hard copy and or through email etc. In case Bids/Offer are received through any other mode other than GeM portal from any of the Suppliers against this tender, the same shall be ignored.
6. Incomplete Bid/Offer shall be rejected by giving a suitable cut-off date.

ORDER OF PRECEDENCE

In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following order of precedence:

- i. Amendments to Order/ Contract Purchase Order
- ii. Order/ Contract Purchase Order
- iii. Letter of Intent (LOI)/ Letter of Award (LOA)
- iv. Clarifications agreed between Buyer and Supplier in regards to the tender or the bidding conditions
- v. Corrigenda to NIT, with those of later date having precedence over those of earlier date
- vi. Enquiry letter and annexures except documents listed in point no (vii) to (x) below.
- vii. Technical Specifications
- viii. Additional Terms & Conditions (ATC)
- ix. Special Conditions of Contract (SCC)
- x. GeM General Terms & Conditions (GTC)

DEFINITION OF TERMS

Throughout the Tender Documents including the Enquiry Letter, the following words shall have the meanings assigned to them herein, unless the subject matter or the context requires otherwise: -

- 1 **Owner** shall mean the **Customer** or **Client** for whose project the enquiry is issued by Buyer and shall include its successors and assignees as well as authorized officer(s)/ representative(s).
- 2 **Sub-Supplier** shall mean the person/ firm/ company/ organization to whom any part of the work has been sub-contracted by Seller/Supplier, with the written consent of Buyer, and shall include sub-Contractor's heirs, executors, administrators, representatives and assignees as agreed between Seller/Supplier and Buyer (BHEL).

Note - The term Supplier is used for Seller/ Bidder/ Vendor/Manufacturer in this document. The term Sub-Supplier is used for Sub-Contractor/ Sub-Vendor in this document.
- 3 **Site** shall mean and include the land and place on which the project station related facilities are to be constructed and any adjacent land which may be allocated or used by *Owner, Buyer or Supplier* in performance of the Order/ Contract.
- 4 **Erection** shall mean include all work required for complete installation, from receiving, unloading, storage, preservation, to fixing & securing the equipment in its space.
- 5 **Commissioning** shall mean successful/ satisfactory completion of Trial Operation and readiness of the contracted/ ordered package / plant and materials unit wise/ set wise/ individual sub-system etc. including associated stand by for commercial use. This will include all consumables and inputs required for pre-commissioning.
- 6 **Inspection Agency (IA)** shall mean person(s) authorized by Buyer / Owner to inspect the stores as per Order/ Contract at Supplier's / Sub-Supplier's works. Suppliers to raise inspection call on BHEL - Quality Surveillance System (<https://cqir.bhel.in>).
- 7 **Month** shall mean calendar month and **Week** shall mean 7 days.
- 8 **Services** shall include Engineering, Study, Calibration, Type Test, Supervision of Erection and/or Commissioning, Installation Check, PG Test, Demonstration, Operation & Maintenance (O&M), Annual Maintenance of Contract (AMC), etc.
- 9 **Performance Guarantee Test** shall mean a test to be conducted by the Supplier at Site and witnessed by Owner/ Buyer, as per procedure submitted by the Supplier and approved by Owner/ Buyer describing the objective of the test, detailed procedures to test the guaranteed parameters, obligations as per the order/ contract, results presentation procedure and verification & acceptance criterion.

TERMS & CONDITIONS

1	BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)
1.1	a) EMD: Not Applicable
1.2	<p>Modes of Deposit: EMD shall be accepted only in the following forms:</p> <p>(i) Electronic Fund Transfer credited in BHEL account (before tender opening): BHEL PEM account details is given at the link https://pem.bhel.com/Documents/VendorSection/BHELBANKER.pdf</p> <p>(ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)</p> <p>(iii) Fixed Deposit Receipt (FDR)</p> <p>(iv) Bank Guarantee from any of the Scheduled Banks</p> <p>(v) Insurance Surety Bonds</p> <p>Scanned copy of EMD shall be uploaded by Supplier in the online bid and hard copy of the same (excluding EFT at pt.1.2(i)) shall have to be submitted to the Buyer within 7 (Seven) working days of bid opening, failing which the bid shall be rejected by giving a suitable cut off date.</p>
1.3	The EMD shall remain valid for a period of 45 (forty five) days beyond the final bid/offer validity period. The EMD shall also be extended in case of extension of bid/offer validity.
1.4	<p>Forfeiture and Release/Return of EMD:</p> <p>i) A Supplier's EMD will be forfeited if the Supplier withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful Supplier fails to furnish the required performance security within the specified period mentioned in the Tender.</p> <p>ii) EMD by the Buyer shall be withheld in case any action on the Supplier is envisaged under the provisions of extant "Guidelines on Suspension of Business Dealings with Suppliers/ Contractors" of BHEL and forfeited/ released based on the action as determined under these guidelines placed at https://www.bhel.com/supplier-registration.</p> <p>iii) Bid securities of the unsuccessful Suppliers shall be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, in case of two packet or two stage bidding, Bid securities of unsuccessful Suppliers during first stage i.e. technical evaluation shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation.</p> <p>iv) Bid security shall be refunded to the successful Supplier on conclusion of the Order/ receipt of a performance security (if applicable).</p>
1.5	EMD shall not carry any interest.
2	PART-II BID OPENING IS SUBJECT TO FOLLOWING CONDITIONS:
	<p>i) Qualification of Technical and/or Financial PQR as applicable.</p> <p>ii) Techno-commercial compliance to the NIT (Bid).</p>

	<p>iii) Mandatory conformance to applicable Govt. of India rules/ guidelines/ notifications/ circulars as issued or amended time to time.</p> <p>iv) Vendors proposed shall be accepted based on Main Contractor's (i.e. BHEL) certification regarding past experience with the vendor for supply of similar items. The certification to be submitted to NTPC, before placing the order on the vendor. In case, proposed vendors for such items are not having past experience with Main Contractor (i.e BHEL), these vendors shall be assessed by the Main Contractor (i.e BHEL) for their capability, and the assessment report shall be submitted to NTPC for reference & record, before placing order on the vendor.</p> <p>Bidders those are not having past experience with Main Contractor (i.e. BHEL), please submit your credential as per Sub-Vendor Questionnaire along with your offer.</p>																					
3	REGISTRATION IN BHEL-PEM																					
	It is strongly recommended that suppliers get themselves registered in BHEL-PEM as a "Regular Supplier". Regular Suppliers for the package are informed about the floated tender enquiries by BHEL-PEM. Suppliers to apply online through registration portal available at www.pem.bhel.com - Vendor Section - Online Supplier Registration . All credentials and/or documents duly signed and stamped related to registration can be uploaded & submitted online through the website.																					
4	TECHNICAL PQR																					
	<p>a) Technical PQR: Not Applicable</p> <p>b) Technical PQR: Applicable</p> <p>i) Supplier has to provide the details as per TECHNICAL PQR in its Offer. Supplier to note that bids of only those Supplier(s) shall be evaluated who meet the Pre-Qualifying requirements.</p> <p>ii) This item/package /system falls under the list of items defined in para 3 of ministry of finance guideline dated 20.09.16 (Procurement of items related to Public safety, Health, Critical Security operations & Equipment's etc.) & hence criteria of prior experience/Turnover shall be same for all the Suppliers including Start-up/MSME.</p>																					
5	FINANCIAL PQR																					
	a) Financial PQR: Not Applicable																					
5A	Above terms of BHEL PQR(s) shall prevail in conflict (if any).																					
6	INTEGRITY PACT (IP)																					
6.1	a) IP: Not Applicable																					
7	PQR DOCUMENTS VERIFICATION																					
	<p>Suppliers to ensure that Third party / Customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document / certificate issuing authority in the format given below. Suppliers to furnish latest verification details for checking veracity of document(s) by the Buyer. In case the same is found not available, Buyer has right to reject such document(s) from evaluation: -</p> <table><tr><th>Sl. No.</th><th>Project Name</th><th>Customer Name, Contact Address, Phone No. & Email ID</th><th>Contract/ Order No.</th><th>Value of Contract/ Order</th><th>Brief of Work</th><th>Completion Date</th></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	Sl. No.	Project Name	Customer Name, Contact Address, Phone No. & Email ID	Contract/ Order No.	Value of Contract/ Order	Brief of Work	Completion Date														
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8	CONFLICT OF INTEREST
	<p>A Supplier shall not have conflict of interest with other Suppliers. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The Supplier found to have a conflict of interest shall be disqualified. A Supplier may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <ul style="list-style-type: none"> a) they have controlling partner (s) in common; or b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or c) they have the same legal representative/agent for purposes of this bid; or d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Supplier, or e) Supplier participates in more than one bid in this bidding process. Participation by a Supplier in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from. one bidding manufacturer in more than one bid; or f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following: <ul style="list-style-type: none"> f.i. The principal manufacturer directly or through one Indian agent on his behalf; and f.ii. Indian/foreign agent on behalf of only one principal, or g) A Supplier or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Suppliers must proactively declare such sister/ common business/ management units in same/ similar line of business.
9	LIMIT FOR SUPERVISION OF E&C CHARGES
	NA
10	DETAILED PRICE BREAK-UP
	<p>Suppliers to mention freight/GST percentage for all the items as part of un-priced bid to be submitted along with their Techno-Commercial offer. Detailed Price Break-up (after RA/PBO) in line with unpriced BOQ shall be submitted by Supplier within Three (03) working days of Reverse Auction.</p> <p>If Price Break-up is not furnished within 03 working days, Buyer shall proceed ahead with its Price Break-up, which shall be binding on the Supplier.</p>
11	PRICES
	Prices shall be with PVC (refer enclosed PVC annexures) for the entire scope of work in line with the tender documents and subsequent clarifications / confirmations till completion of Order / Contract.

12	DELIVERY SCHEDULE & CONTRACT VALIDITY
12.1	<p>1. Delivery Schedule</p> <p>a) Main Supply including quantity variation: Delivery completion for Main supply shall be ... “235” ... days from the PO date.</p> <p>b) Electrolyte: 90... days from BHEL clearance</p> <p>c) Mandatory Spares etc., (as applicable): 90... days from BHEL clearance.</p> <p>d) Services (if applicable) – Supervision of E &C etc.: Supplier to depute its service engineer for respective site activity within 15 days from BHEL's intimation.</p> <p>2. Supplier to start manufacturing/supply only after getting the applicable engineering Drgs. /docs approved from Buyer/ Owner. Drawings /documents submission/re-submission schedule shall be below which shall be used for progress monitoring purpose and required course correction, if any.</p> <p style="padding-left: 40px;">1st submission of drawings / documents – 21 days BHEL comments – 09 days Re-submission of drawings / documents – 7 days BHEL & Customer comments / approval – 18 days</p> <p>For details refer Technical specification of respective projects.</p> <p>3. The delivery date specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule. The delivery conditions specified are for contractual purposes. However, to meet project requirement, the Buyer may ask for early deliveries without any compensation thereof.</p> <p>Note:- Delivery period mentioned in GeM bid is tentative, above mentioned delivery period shall be applicable.</p>
12.2	<p>1. Validity of Contract (PO rates, terms and conditions): Supplier has to make supply of goods/services as per the delivery time mentioned above. However, due to unavoidable circumstances where there is delay in providing inputs/ clearances from the Buyer (inputs, engineering approvals, deputing inspector for inspection, issuance of MDCC and/or any hold put by the Buyer for whatever reasons during execution of contract etc.) delivery time extension is admissible as per point no.3 below. In such situation it shall be obligatory on part of the Supplier to execute the contract at PO rates, terms and conditions provided inputs/ clearances have been accorded within validity of contract. Validity period for various activities shall be as defined below: -</p> <p>1.1 Validity of the contract for main supply including quantity variation: -</p> <p>Contract shall be valid for365.... days from the PO date. However, delay at Supplier's end (if any) shall be added to the validity period and contract validity shall get extended by the delay period at Supplier's end.</p> <p>For example: Original Delivery period for main supply: A (in days) Delay at Supplier's end: B (in days beyond “A” days) Contract validity: C+B (in days)</p>

	<p>Supplier to note that B is the Supplier delay days beyond original contractual delivery period for main supply /extended delivery period owing to time taken by BHEL.</p> <p>1.2 Validity of the contract for Supply of Electrolyte/Mandatory Spares/ Services (other than PG test) applicable in the contract:</p> <p>Validity of contract for supply of Electrolyte/mandatory spares/ services applicable in the contract shall be one year over and above contractual validity period for main supply including quantity variation as specified at point no. 1.1 above.</p> <p>1.3 Validity of contract for Performance Guarantee (PG) test: Validity of contract for PG test shall be till completion of the PG Test.</p> <p>2. Main supply including quantity variation, mandatory spares/ services applicable in the contract released/ cleared for manufacturing within contractual validity period, to be supplied by Supplier at PO rates, terms and conditions.</p> <p>3. Execution of the contract quantities released beyond contract validity period shall be decided on mutual consent basis at PO rates, terms and conditions.</p>
13	TERMS OF DELIVERY AND INSURANCE
	<p>13.1 Terms of delivery shall be F.O.R. dispatch station. All dispatches shall be through Road Carriers on Freight Pre-Paid basis. E-way Bill will be arranged by Supplier as per GST law.</p> <p>13.2 Unloading of items at delivery point shall be in the scope of Buyer.</p> <p>13.3 Transit Insurance shall be in the Supplier's account.</p>
14	DOCUMENTS FOR DISPATCH
	<p>Supplier to submit copy of following documents by e-mail immediately on dispatch:</p> <ul style="list-style-type: none"> i) Tax Invoice/ e-Invoice (as applicable), ii) LR, iii) Packing List, iv) Insurance Intimation, v) E-way bill (as applicable), vi) Copy of BHEL MDCC
15	PAYMENT TERMS
	<p>15.1 Payment of Main Supply including Mandatory Spares, Electrolyte (if any): 100% Payment shall be released against Consignee Receipt-cum-Acceptance Certificate (CRAC)/MRC (Material Receipt Certificate) on submission of bills.</p> <p>15.2 Payment of Service(s) Charges: 100% payment shall be released after successful completion of the activity on pro rata basis against CRAC/ certification by Buyer's Site or Engineering (as applicable) on submission of bills.</p> <p>15.3 Documents for Payment:</p>

a) For Supply including Mandatory Spares (if any):

- i) Original Tax Invoice/e-Invoice (as applicable),
- ii) Packing List,
- iii) LR/Receipted LR,
- iv) CRAC/MRC (issued by project site engineer of Buyer/Owner),
- v) Guarantee Certificate,
- vi) E-way bill (as applicable),
- vii) Copy of valid Insurance document and Intimation,
- viii) Proof for submission of Performance Security (if applicable),
- ix) Copy of BHEL MDCC,
- x) PVC Calculation & copy of all applicable indices (if PVC is applicable)

b) For Services:

- i) Original Tax Invoice/e-Invoice (as applicable) &
- ii) CRAC/certification by Buyer's Site or Engineering (as applicable)

15.4 Payments to Supplier's shall be released only after:

- a) Supplier has declared such invoice in GSTR-1 as per the relevant GST Act.
- b) The tax component charged by the Supplier in the invoice matches with the details uploaded by the Supplier in GSTR-1 and GST liability is discharged through GSTR 3B.

In case, any GST credit is delayed/denied to the Buyer due to non/delayed receipt of goods and/or tax invoice or expiry to timeline prescribed in the relevant GST Act for availing such ITC, or any other reasons not attributable to the Buyer, tax amount shall be recovered from the Supplier along with interest levied/ leviable on the Buyer.

15.5 RXIL is an initiative instituted by Govt. of India for MSMEs. PEM strongly advise all the MSME suppliers to get themselves registered on RXIL (TreDs) for faster payments.

15.6 Time line for Payment: Payment shall be made within timeline as mentioned below from the date of issue of consignee receipt-cum-acceptance certificate (CRAC)/MRC/Completion of Services certified by Buyer's Site/Engineering.

- a) Within 45 days for Supplier qualified and registered as Micro or small enterprises as per MSMED Act
- b) Within 60 days for Supplier qualified and registered as Medium enterprises as per MSMED Act
- c) Within 90 days for suppliers other than (a) & (b) above

The supplier shall ensure submission of complete documents along with the bill. In case of incomplete documents, the bill shall be rejected, and next due date shall start from the date of closure of discrepancy by the Supplier.

Provision of payment outside GeM shall be utilized.

15.7 Notwithstanding anything to the contrary contained in any other document comprising the contract, no interest shall be payable by the Buyer to the Supplier on any money or balances including but not limited to the security amount, Performance Security amount, bank guarantee amount, EMD, retention money, any bills or any amount withheld which may become due

	owing to difference or misunderstanding or any dispute between the Buyer and the Supplier, or any delay on the part of Buyer in making periodical or final payment or any other aspects incidental thereto.
16	PERFORMANCE SECURITY
16.1	<p>a) Performance Security: Not Applicable</p> <p>b) Performance Security: Applicable</p> <p>Supplier may opt any of the following for submission of Performance Security: -</p> <p>16.1.1: Initially 10% of the contract value (Total Order value excluding PVC). 5% of the contract value (excluding PVC) will be released after completion of Main Supply based on certification by PG. However, balance 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by PG.</p> <p style="text-align: center;">Or</p> <p>16.1.2: 5% of the contract value (total Order value excluding PVC). Additional 5% of the contract value (excluding PVC) will be deducted & retained from first bill & subsequent bill(s) of the same contract (in case the value of first bill is less than 5% of the contract value). The retention amount will be released after completion of Main Supply based on certification by PG. However, balance 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by PG.</p> <p>This percentage supersedes the GeM enquiry SD/Performance Security percentage.</p> <p>Note:- Bidder to submit the combined BG.</p>
16.2	<p>Modes of Deposit: Supplier has to furnish Performance Security in the following forms:</p> <ul style="list-style-type: none"> (i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL. (ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. (iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL). (iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL). (v) Insurance Surety Bond. <p>BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.</p>

16.3	Performance Security is to be furnished within 14 days from the date of PO/LOA and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations. Initial validity of Performance Security shall be as per GeM Bid. However, Performance Security validity is to be extended based on the actual delivery of package.
16.4	Performance Security value can be proportionately reduced after completion of Guarantee Period Unit-wise/ Stage-wise/Set-wise/Scope wise (Main Supply/Mandatory spares/Services excluding PG test) subject to the units/sets/stages/Scope (Main Supply/Mandatory spares) being explicitly specified in delivery terms in the contract. However, Performance Security for the last unit/set/stage will be released only after completion of all contractual liability or guarantee period, whichever is later.
16.5	<p><u>Forfeiture and Release/Return of Performance Security:</u></p> <p>i) The Performance Security will be forfeited and credited to BHEL's account in the event of a breach of contract by the Supplier.</p> <p>ii) Performance Security shall be refunded to the Supplier without interest, after he duly performs and completes the contract in all respects but not later than 60 (Sixty) days of completion of all such obligations including guarantee/warranty under the contract.</p> <p>iii) If Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package (if applicable), as per Order/ Contract is not conducted up to 36 months from supply completion for reasons not attributable to the Supplier then Performance Security for total contract shall be released on submission of undertaking by the Supplier that Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package shall be conducted as and when required by Buyer.</p>
16.6	The Performance Security shall not carry any interest.
17	LIQUIDATED DAMAGES (LD):
	<p>Timely dispatch/delivery and completion of other schedules as stipulated in Order/Contract shall be the essence of Order/Contract. If the Supplier fails to complete the dispatch/delivery and other schedules within the time period stipulated in Order/Contract, or within any extension of time granted by the Buyer, it shall be lawful for Buyer to recover damages for breach of Order/Contract and hereunder.</p> <p>17.1 Buyer reserves the right to recover from the Supplier, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of the total main supply contract value excluding GST per week or part thereof, subject to a maximum of ten (10) percent of the total of main supply contract price excluding GST, if the Supplier fails to deliver any part of the ordered goods/stores within the period stipulated in the Order/ Contract.</p> <p>17.2 LD on service portion where delivery for services are defined separately in the Order/Contract. LD shall be applicable @ ½ percent, of the total service contract value excluding GST per week or part thereof. However, total LD (main supply and services) shall be limiting to 10% of cumulative total contract value (main supply +services) excluding GST.</p>

	<p>17.3 LD on mandatory spares portion where delivery for mandatory spares is defined separately in the Order/Contract. LD shall be applicable @ ½ percent, of the total of mandatory spares contract value excluding GST per week or part thereof, limiting to 10% of total contract value of mandatory spares excluding GST.</p> <p>17.4 In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s).</p> <p>17.5 LR/RR date for indigenous supplies shall be treated as the date of dispatch for levying LD. However, if date of receipt at site for indigenous supply is beyond the maximum validity of E-way bill as per extant govt. GST law then such excess period shall also be considered for LD purpose irrespective of the dispatch date.</p> <p>17.6 If Order/ Contract involves two or more Units/ Sets/ Stages, projects, then Liquidated Damages shall be levied on order/ contract value excluding GST of the delayed Unit/ Set/ Stage, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Stage wise and total LD amount shall be limited to 10% of total Order/ amended Order value excluding GST of delayed Unit/ Set/ Stage.</p> <p>17.7 The sum specified above is not a penalty but a genuine pre-estimate of the loss/ damage which will be incurred by the Buyer directly or indirectly on account of delay in delivery of material/equipment/services on the part of the Supplier and the said amount will be deductible without proof of actual loss or damage caused by such delay.</p> <p>Note:- L.D shall be levied project wise.</p>
18	GUARANTEE TERMS
	<p>18.1 Guarantee Period (Unit-wise, Stage-wise, Set-wise, System-wise, project wise - as applicable) for Supply package shall be Eighteen (18) months from the date of last dispatch.</p> <p>18.2 All Shortages/damages in sound cases shall be replenished free of cost by the Supplier, as early as possible however, not exceeding more than 45 days from the time of reporting the shortage/damage.</p> <p>18.3 For shortages/damages during transit, Supplier shall supply replacements free of cost as early as possible, within 45 days from the time of reporting the defect/ loss/ rejection etc. by the Buyer/ Owner/ Site.</p> <p>18.4 For shortages/damages during handling at site, Supplier shall supply replacements, as early as possible, at the old contractual rates upon intimation to Supplier within 45 days from the time of reporting the defect/ loss/ rejection etc.</p> <p>18.5 All replacements and repairs during the guarantee period shall be delivered and completed promptly and satisfactorily within a period of 45 days from the time of reporting the defect/ loss/ rejection etc. Damaged items/parts can be taken back by Supplier on his own cost with the permission of Owner.</p> <p>18.6 All the replaced and replenished plant/ equipment/ stores shall also be guaranteed as per PO terms.</p>

19	INSPECTION
	<p>19.1 Buyer and/or Buyer's nominated Inspection Agency shall have at all reasonable times access to Supplier's premises or works and shall have the power at all reasonable times to inspect drawings of any portion of the work or examine the materials and workmanship of the plant/ equipment/ stores during their manufacture, and if part of the plant/ equipment/ stores is manufactured at other premises, the Supplier shall arrange for inspection, examination and testing by the Inspection Agency as if the plant/ equipment/ stores is manufactured on the Supplier's premises. Procedure for approval of works shall be as per the procedure given on https://cqir.bhel.in/Cqir/jsp/Masters/Help_File_for_suppliers.pdf</p> <p>Inspection calls should be raised by the Supplier on BHEL - Quality Surveillance System (https://cqir.bhel.in).</p> <p>Such inspection, examination and testing by itself shall not relieve the Supplier from any obligation under the Order/ Contract.</p> <p>19.2 Supplier shall give Inspection Agency reasonable notice of 15 days of any material being ready for testing and the Inspection Agency shall (unless the inspection of tests is voluntarily waived) attend at the Supplier's premises within seven (7) days of the date on which the material is notified as being ready. Tests are to be performed as per Buyer approved QAP (if applicable).</p> <p>19.3 In case of delay in witnessing of inspection beyond stipulated time (i.e. 7 days from the proposed date of inspection as notified by the Supplier through e-mail/call raised on BHEL - Quality Surveillance System (https://cqir.bhel.in) by the Buyer arising due to reasons not attributable to Supplier, Buyer will extend the delivery period for such delay in witnessing inspection. If the Buyer is not able to witness inspection up to 15 days then in addition to delay beyond stipulated period, 7 days' additional time shall also be given to the Supplier to facilitate for arranging fresh inspection.</p> <p>19.4 Where the Order/ Contract provides for tests/ inspections at the premises or works of the Supplier or any Sub-Contractor, the Supplier, except specified otherwise, shall provide free of charge such assistance, labour, materials, electricity, fuel, water, stores, apparatus, measuring instruments and test equipment including any other facilities as may be reasonably required to carry out such tests efficiently.</p>
20	MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC)
	<p>20.1 When the tests have been satisfactorily completed at Supplier's works, the Inspection Agency shall issue an inspection report that effect within seven (07) days after completion of the tests, but if the tests were not witnessed by the Inspection Agency or his representative, the material acceptance report would be issued within seven (07) days after receipt of the test certificates by the Buyer.</p> <p>20.2 Buyer will issue MDCC to the Supplier within 7 days based on inspection report/ test certificates/Certificate of Conformance as applicable. In case of delay in issuance of MDCC beyond 7 days stipulated time (i.e. from the date of receipt of Inspection Report/Test certificates), by the Buyer due to reasons not attributable to the Supplier, Buyer shall extend the delivery period</p>

	<p>for such delay in issuing MDCC. If the Buyer is not able to issue MDCC up to 15 days then in addition to delay beyond stipulated period, 7 days' additional time shall also be given to the Supplier to facilitate for arranging logistics arrangements.</p> <p>20.3 Supplier shall not dispatch any material before issue of MDCC by the Buyer.</p>
21	PACKING LIST
	<p>Packing shall be in conformity with specifications and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage.</p> <p>Suppliers to submit Packing List along with advance set of documents for claiming payment which must indicate:</p> <ul style="list-style-type: none"> i. No. of boxes ii. Packing size. iii. Gross weight and net weight of each package. iv. Contents of the package with cross reference to BoM item code no. or item serial no. v. Quantity of each item separately. <p>The Packing list must cover all the BoM items and supplier to give the following undertaking in the Packing List: "The Packing List provided herewith is as per the BoM approved under Contract No.-dated-"</p>
22	DELIVERY EXTENSION: EXTENSION OF CONTRACTUAL DELIVERY TIME
	<p>Delivery time mentioned in the NIT includes Engineering completion time (time for drawing/document submission/resubmission by the Supplier and review/approval of the same by the Buyer/Owner), manufacturing, inspection, Packing and dispatch time. Due diligence is to be observed by the Supplier to ensure timely completion of engineering and supply.</p> <p>During the execution of the contract, time loss occurred owing to the reason attributable to the Buyer besides force majeure shall be considered for delivery time extension to the Supplier as given below:</p> <ul style="list-style-type: none"> i) Any Delay in providing comments/ approval on Primary drawing/documents beyond the stipulated time as specified in NIT. ii) Time Loss in approval of the drawing/document as a result of increase in the iteration not attributable to the Supplier (i.e. resubmission owing to end customer comments) as certified by Buyer. Time extension equivalent to the resubmission time noted in the tech. spec and consequential increase in the approval time in lieu of increase in iteration shall be applicable. However, for incomplete re- submission time loss shall be in the Supplier's account. iii) Delay in providing engineering input by Buyer. iv) Delay in deputing inspector for inspection and delay in release of MDCC in line with clause no. 20 above. v) Any hold put by Buyer for whatever reasons during execution of contract (within contract validity period), time extension equivalent to hold period shall be admissible. However, in the event hold period continues for more than 30 days then, an additional 15 days for the purposes of mobilization and demobilization of resources shall also be admissible.

	Supplier to note that Extension in delivery period if any with or without imposition of LD shall be considered after detailed delay analysis based on provisions given above. Supplier to provide dates of drg./doc. submission & re-submission (if any) within 7 days of Cat-I approval. However, no delay analysis will be applicable if supply is completed within delivery schedule as specified in Order/ Contract.
23	BREACH OF CONTRACT, REMEDIES AND TERMINATION
	<p>In case of Breach of Contract, BHEL shall recover 10% of the contract value from the Supplier using following instruments:</p> <p>(i) encashment of security instruments like EMD, Performance Security with PEM against the said contract.</p> <p>(ii) balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the Supplier, retention amount etc. with PEM.</p> <p>(iii) balance amount from security instruments like EMD, Performance Security and other financial remedies i.e. available bills of the Supplier, retention amount etc. with other units of BHEL.</p> <p>(iv) Any other mode as deemed fit by the Buyer at its sole discretion.</p> <p>(v) if recovery is not possible then legal remedies shall be pursued.</p> <p>However, Supplier shall continue performance of the Order/ Contract, under all circumstances, to the extent not cancelled.</p>
24	SUSPENSION OF BUSINESS DEALINGS
	The "Guidelines on Suspension of Business Dealings with Suppliers/ Contractors" is placed at https://www.bhel.com/supplier-registration and, same shall prevail over Incident Management Policy of GeM.
25	SUPPLIER PERFORMANCE MONITORING AND RATING SYSTEM
	Supplier's performance will be evaluated as per Supplier Performance Monitoring and Rating System of BHEL. Please refer BHEL website www.bhel.com for details.
26	CONFIDENTIALITY
	Supplier shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the Buyer and also of systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/ or finalized during the course of execution of Order/ Contract. i.e. Supplier shall in no way share or use such intellectual property of Buyer to promote his own business with others. Buyer reserves the right to claim damages from the Supplier, or take appropriate penal action as deemed fit against the Supplier, for any infringement of the provisions contained herein.
27	INTELLECTUAL PROPERTY & LICENSES
	If any patent, design, trademark, trade secret or any other intellectual property rights apply to the delivery or accompanying documentation/drawings, Buyer or its customer shall be entitled to the legal use thereof free of charge by means of a non-exclusive, assignable, transferrable, sub-licensable, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Supplier and by its employees or third parties involved by the Supplier for the performance of the contract shall be promptly notified by the Supplier to the Buyer and shall be

	<p>deemed to belong to the Buyer. The Supplier shall be obligated to cooperate with the Buyer and do everything necessary to obtain or perfect the above-mentioned rights in favour of the Buyer.</p> <p>The Supplier represents and guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. In the event a third party makes a claim, the Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties.</p> <p>The Supplier agrees to indemnify, defend and hold harmless the Buyer, its officers, employees, agents, representatives, successors, assignees or any of the Buyer's customers buying or using the goods or services specified herein, against any actual or alleged infringement of such intellectual property interests, claims by third parties in this regard and shall pay to the Buyer merely on demand without demur and without requiring the Buyer to furnish any proof of such claim, such sum as indicated in the demand towards any liabilities, damages, penalties, injuries, claims, demands, actions, cost and expenses etc. suffered as a result thereof.</p> <p>The Supplier agrees that its liability under this clause shall be unlimited.</p>
28	<p>Bidders to, Ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 4) F. No. 7/10/2021(1) PPD dt. 23.02.23.</p> <p>to submit "Model Certificate for Tenders" as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 4), dt:- 23/02/23</p> <p>Note: Subsequent orders/circulars to be checked and to be complied.</p>
29	MSE preference shall be given.
30	Quantity variation +-5%, this will supersede the GeM qty. variation clause.
31	Combined lumpsum evaluation will be done for Barh _II, Sipat and Kahalgaon FGD, however separate evaluation will be done for Barh-I FGD.
32	All other terms & conditions shall be as per GeM bid, above GeM Additional Terms & Condition and GTC on GeM 4.0 (version 1.14 dated 31.01.24.



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Cir. No. 55/ PVC/BTR CHRG/05

Date: 03 Apr 24

To Members of Battery Storage and Charging Infrastructure Division, member manufactures of Battery chargers and SEBs and other listed purchasing bodies

Sub: New PV clause for Ni-Cd Batteries

In view of volatility in prices, current practices and technology used for manufacturing, Ni-Cd battery manufacturers' felt the need for price variation formula. Manufacturers then discussed the subject at length and decided to evolve PV formula for Ni-cd batteries.

Major raw material viz. Nickel hydroxide, Cd hydroxide, cobalt, Lithium, special steel are imported as these metals are not locally available. The lead time of importing these raw materials and converting them into the active mass, it takes @3 -6 months. To address this gap, manufacturers build stocks to meet this market demand. These stocks are built based on specific project requirements forecasted; each battery type requires different raw material. In real life, manufacturer consume stocks which are built based on orders placed 3 - 6 months prior to battery deliveries to customers.

Based on the collected inputs from manufacturer, IEEMA had circulated the draft formula vide **Cir. No. 50/ PVC/BTR CHRG/05 dated 11 March 24** to all stakeholders for their review and comments.

Since there are no adverse comments received; we are making it operational from 1st March 2024; enclosed Final PV clause applicable for 'NiCd Batteries'. This PV formula will be applicable for **ONLY** NiCd Pocket Plate Batteries used in stationary applications and not for the Fibre and sintered technology NiCd Batteries.

We request and recommend all the users & stakeholders including Utilities, PSUs etc. to incorporate these new PV formulae in all the new tenders/contracts henceforth.

Director



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IEEMA/PVC/BTR-NiCd/2023

Effective from: 01 Mar 2024

PRICE VARIATION CLAUSE FOR NICKEL CADMIUM BATTERY

applicable **ONLY** for NiCd Pocket Plate Batteries used in stationary applications and not for the Fibre and sintered technology NiCd Batteries

The price quoted/confirmed is based on the cost of raw materials/components and labour cost as on the date of quotation and the same is deemed to be related to prices of raw materials and all India average consumer price index number for industrial workers as specified in the price variation clause given below. In case of any variation in these prices and Index numbers, the price payable shall be subject to adjustment up or down in accordance with the following formulae:

$$P = \frac{P_0}{100} \left(38 + 20 \frac{Ni}{Ni_0} + 42 \frac{W}{W_0} \right)$$

Wherein,

P = Price payable as adjusted in accordance with the above formula.

P₀ = Price quoted/confirmed.

Ni₀ = Price of Nickel in INR (refer notes)

This price is as applicable from IEEMA PV circular, **ONE** month prior to the date of tendering.

W₀ = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base: 2016 = 100)

This index number is as applicable for the month, **THREE** months prior to the date of tendering.

For example, if the date of tendering falls in June 2024, the applicable price of Nickel (Ni₀) should be for the month of May 2024 from IEEMA PV circular and all India average consumer price index number (W₀) should be for the month of March 2024.

The above prices and indices are as published by IEEMA vide circular reference number IEEMA(PVC)/BTR/(R-1)/_/ **ONE** month prior to the date of tendering.

Ni = Price of Nickel in INR (refer notes)

This price is as applicable from IEEMA PV circular, **ONE** month prior to the date of delivery.

W = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base: 2016 = 100)

This index number is as applicable for the month, **THREE** months prior to the date of delivery.

For example, if the date of delivery falls in August 2024, the applicable price of Nickel (Ni) should be for the month of July 2024 from IEEMA PV circular and all India average consumer price index number (W) should be for the month of May 2024.

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IEEMA/PVC/BTR-NiCd/2023

Effective from: 01 Mar 2024

The "date of delivery" is the date on which the Battery is notified as being ready for inspection/despatch. (In the absence of such notification the date of manufacturer's despatch note is to be considered as the date of delivery) or the contracted delivery date (including any agreed extension thereto), whichever is earlier.

Notes:

(a) All prices are exclusive of GST amount and exclusive of any other central, state or local taxes etc.

(b) The details of prices are as under:

1. Nickel Price in Indian Rs./MT, Nickel price on LME index, average of previous THREE months monthly average price and is converted to INR by applying appropriate exchange rate and adding appropriate import duty.

Authorised Signatory

Page 2 of 2

Cir. No.06/DIV/BTR/CHRG/05**02/01/2001**

**To: All Members of Switchgear Division. (Battery Charger mailing list)
Members on the CHRG PVC mailing list for Battery Charger.
SEBS & Listed Purchasing Organization.**

**Sub: Updated price variation clauses for Lead Acid Batteries and for Battery Charger
Equipment effective from 1st January 2001.**

You are aware that the work of updating IEEMA Price Variation Clauses was under taken during last 18 months. We had circulated drafts of updated clauses highlighting the modifications being carried out requesting users to send their comments.

This exercise was proposed to bring the uniformity in IEEMA's price variation clauses and to amend the workings of the existing clauses giving correct references to the basic prices and indices considered for calculations.

We are now pleased to enclosed a copy of this updated price variation clause effective from **1st January 2001** for your reference and perusal.

From **1st January 2001 onwards**, we request you to kindly incorporate these clauses in all your future tenders/contracts.

We will issue the indices applicable to this clause in our standard format every month giving reference to this updated clause. To enable users to claim variation on this basis of earlier clause, we will be circulating the indices applicable to the said earlier clause up to December 2001 only.

We request members to kindly make note of this.

**Sr. Executive Officer**

N:\ppt\c:pooja\pvcclause final

PRICE VARIATION CLAUSE FOR LEAD ACID BATTERIES

The price quoted/confirmed is based on the input cost of raw material and labour cost as on the date of quotation and the same is deemed to be related to the price of lead ingot and all India average consumer price index number for industrial workers as specified in the price variation clause given below. In case of any variation in this price/index number, the price payable shall be subject to adjustment up or down in accordance with the following formula:

$$P = \frac{P_0}{100} \left(40 + 30 \frac{LD}{LD_0} + 30 \frac{W}{W_0} \right)$$

Wherein,

P = Price payable as adjusted in accordance with the above formula.

P₀ = Price quoted/confirmed.

LD₀ = Price of lead ingot (refer notes).

This price is as applicable on the first working day of the month, one month prior to the date of tendering.

W₀ = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base 1982 = 100).

This index number is as applicable for the month, four months prior to the date of tendering.

For example, if the date of tendering falls in May 2001 the applicable price of lead ingot (LD₀) should be that prevailing as on 1st April 2001 and the applicable all India average consumer price index number (W₀) should be for the month of January 2001.

The above prices/indices are as published by IEEMA vide IEEMA circular reference number IEEMA(PVC)/BTR/_/_ prevailing as on first working day of the month i.e., one month prior to the date of tendering.

LD = Price of lead ingot (refer notes).

This price is as applicable on the first working day of the month, one month prior to the date of delivery.

W = All India average consumer price index number for industrial workers (base 1982 = 100) as published by Labour Bureau, Ministry of Labour, Govt. of India.

This index number is as applicable for the month, four months prior to the date of delivery.

For example, if the date of delivery in terms of clause given below falls in December 2001, the applicable price of lead ingot (LD) should be that as published by IEEMA as prevailing on 1st November 2001 and the applicable all India average consumer price index number (W) should be for the month of August 2001.

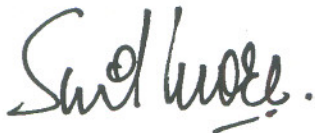
IEEMA/PVC/BTR/2001

Effective from : 1st January, 2001

The "date of delivery" is the date on which the battery charger equipment is notified as being ready for inspection/despatch (in the absence of such notification, the date of manufacturer's despatch note is to be considered as the date of delivery) or the contracted delivery date (including any agreed extension thereto), whichever is earlier.

Note:(a) The price of lead ingot (in Rs/MT) is the ex-works price of 99.97% pure lead as quoted by a primary producer and is exclusive of modvatable excise duty and of any other central, state or local taxes, octroi etc.

For Indian Electrical & Electronics Manufacturers' Association



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