

## Bid Document

| Bid Details                                                                  |                                                                                                                                                                                                                                                                                                                                                                              |
|------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Bid End Date/Time</b>                                                     | 20-06-2022 14:00:00                                                                                                                                                                                                                                                                                                                                                          |
| <b>Bid Opening Date/Time</b>                                                 | 20-06-2022 14:30:00                                                                                                                                                                                                                                                                                                                                                          |
| <b>Bid Offer Validity (From End Date)</b>                                    | 75 (Days)                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Ministry/State Name</b>                                                   | Ministry Of Heavy Industries And Public Enterprises                                                                                                                                                                                                                                                                                                                          |
| <b>Department Name</b>                                                       | Department Of Heavy Industry                                                                                                                                                                                                                                                                                                                                                 |
| <b>Organisation Name</b>                                                     | Bharat Heavy Electricals Limited (bhel)                                                                                                                                                                                                                                                                                                                                      |
| <b>Office Name</b>                                                           | 10210015-pser                                                                                                                                                                                                                                                                                                                                                                |
| <b>Total Quantity</b>                                                        | 26                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Item Category</b>                                                         | Buy Back - Stationary Value Regulated lead acid batteries (Q3)                                                                                                                                                                                                                                                                                                               |
| <b>MSE Exemption for Years of Experience and Turnover</b>                    | No                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Startup Exemption for Years of Experience and Turnover</b>                | No                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Document required from seller</b>                                         | Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC)<br>*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| <b>Bid to RA enabled</b>                                                     | No                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Time allowed for Technical Clarifications during technical evaluation</b> | 2 Days                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Evaluation Method</b>                                                     | Total value wise evaluation                                                                                                                                                                                                                                                                                                                                                  |

### EMD Detail

|          |    |
|----------|----|
| Required | No |
|----------|----|

### ePBG Detail

|          |    |
|----------|----|
| Required | No |
|----------|----|

### Splitting

Bid splitting not applied.

**MII Purchase Preference**

|                         |    |
|-------------------------|----|
| MII Purchase Preference | No |
|-------------------------|----|

**MSE Purchase Preference**

|                         |     |
|-------------------------|-----|
| MSE Purchase Preference | Yes |
|-------------------------|-----|

1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

**Buy Back - Stationary Value Regulated Lead Acid Batteries ( 26 pieces )**

|            |                  |
|------------|------------------|
| Brand Type | Registered Brand |
|------------|------------------|

**Technical Specifications**

[\\* As per GeM Category Specification](#)

| Specification                                       | Specification Name                           | Bid Requirement (Allowed Values)                                                                     |
|-----------------------------------------------------|----------------------------------------------|------------------------------------------------------------------------------------------------------|
| Description of New Battery to be supplied by Seller | <b>BIS Marked</b>                            | Yes, No                                                                                              |
|                                                     | <b>Battery Voltage</b>                       | 12 Volt                                                                                              |
|                                                     | <b>Battery Capacity (in Ah) at 10 H Rate</b> | 42 Ah                                                                                                |
|                                                     | <b>Material of Container</b>                 | Polypropylene Co-polymenr (PPCP), Acrylonitrile butadiene styrene (ABS), Styrene-acrylonitrile (SAN) |
| CONSTRUCTIONAL                                      | <b>Number of cells per battery</b>           | 1 Cell for 2 Volt Battery, 3 Cells for 6 Volt Battery, 6 Cells for 12 Volt Battery                   |
|                                                     | <b>Method of connections between cells</b>   | Bolted, Burnt                                                                                        |
|                                                     | <b>Warranty (in Years)</b>                   | 2                                                                                                    |

**Additional Specification Parameters - Buy Back - Stationary Value Regulated Lead Acid Batteries ( 26 pieces )**

| Specification Parameter Name | Bid Requirement (Allowed Values)                                          |
|------------------------------|---------------------------------------------------------------------------|
| Make                         | Exide/ Amara Raja/ Luminous/ Rocket/ Quanta                               |
| Type                         | Sealed Maintenance Free (SMF) Value Regulated Lead-Acid (VRLA) Battery    |
| Separator                    | Glass Mat                                                                 |
| Dimensions                   | Length less than 199 mm. Width less than 167 mm. Height less than 182 mm. |

\* Bidders offering must also comply with the additional specification parameters mentioned above.

**Consignees/Reporting Officer and Quantity**

| S.No. | Consignee/Reporting Officer | Address                                             | Quantity | Delivery Days |
|-------|-----------------------------|-----------------------------------------------------|----------|---------------|
| 1     | Suman Mondal                | 700091,DJ - 9/1 ,Karunamoyee , Sector 2 , Salt lake | 26       | 30            |

**Buyer Added Bid Specific Terms and Conditions**

**1. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**a. Scope of Work :**

A) Supply and installation of 26 Nos. of 12V 42AH Sealed Maintenance Free (SMF) Value Regulated Lead-Acid (VRLA) batteries as per the specification given in Technical Compliance Sheet. **Vendor to supply terminals/connectors and cables for interconnection of batteries.**

B) Buy back of existing 26 Nos. of 12V 42AH Sealed Maintenance Free (SMF) Value Regulated Lead-Acid (VRLA) batteries.

**Loading and unloading charges shall be in the scope of the vendor.**

**b. Schedule of Delivery installation and buyback :** Within 30 days from the date of delivery instruction from the Authorized official of DTG & MSX, BHEL PSER. This instruction shall be given after placement of Purchase Order to the vendor.

**c. Inspection:** Post-delivery inspection would be carried out by the indenting department to ensure functional completeness of all the sets. Materials found defective at the time of delivery should be replaced free of cost.

**d. Warranty Period:** OEM warranty for 24 months from the date of the installation of the batteries (42AH) by the vendor. During the warranty period the vendor is required to get the job of battery health check-up done at a regular interval (once in 03 months). The vendor has to ensure that the gap period between two consecutive preventive maintenance visits should be at least 90 days. The job of health check-up should be carried out by OEM or its authorized vendor only.

**e. Newness of Item:** All batteries, to be supplied under the scope of this tender, should be NEW and confirming to the contract technical specifications. The newness certificate should be furnished by OEM containing the Serial number or identification number of the batteries along with the mention of month and year of manufacturing of the items.

**f. Bill of Material:**

**Supply and Installation of New Batteries**

| Sl. No. | Item Description                                                                 | Quantity | UoM    |
|---------|----------------------------------------------------------------------------------|----------|--------|
| 1       | Supply and installation of 12V 42AH Sealed Maintenance free (SMF) VRLA batteries | 26       | Number |

**Buy-Back of old Batteries**

| Sl. No. | Item Description                                                       | Quantity | UoM    |
|---------|------------------------------------------------------------------------|----------|--------|
| 1       | 12V 42AH Sealed Maintenance free (SMF) VRLA batteries (Make: Relicell) | 26       | Number |

**g. Terms of Payment:**

1. 100% FOR Destination price excluding GST shall be released within 10 days after receipt & acceptance of materials at site and on submission of GST invoice along with material receipted challan. For payment vendor shall submit Original Invoice along with receipted delivery challan to Purchase Dept, BHEL, PSER, KOLKATA.
2. GST portion of invoice shall be released only upon -
  - (i) such invoice appearing in GSTR-2A of BHEL on filing of valid returns by vendor as per GST law within timeline prescribed for availing ITC by BHEL, and
  - (ii) Receipt of goods / services and Tax invoice by BHEL, and
  - (iii) Confirmation of payment of GST thereon by vendor on GSTN portal.

**h. Taxes & Duties**

- 1.1 The contractor shall pay all taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit. However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.

**1.2 GST (Goods and Services Tax)**

1.2.1 GST as applicable on output supply (goods/services) are include in contractor's/supplier's scope; therefore, contractor's/supplier's price/ rates shall be inclusive of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.

1.2.2 Contractor has to submit GST registration certificate of the concerned state.

Contractor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.

1.2.3 TDS as applicable under GST law shall be deducted from contractor's bill.

1.2.4 Contractor shall comply with the provisions of e-way bill wherever applicable.

Further wherever provisions of GST Act permits, all thee-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.

1.2.5 In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the contractor.

1.2.6 In case the vendor is not required to prepare invoice in terms of Rule 48(4), a declaration regarding the same to be submitted along with the invoice.

1.3 Income Tax: TDS U/S 194Q as applicable under Income Tax Act, 1961 or rules made there under shall be deducted from contractor's bill.

## 2. Buyback for Non PFMS / Non GPA

Buyback for Non PFMS/Non GPA:

1. GST will apply on the value of buyback and separate invoice is to be prepared by Government buyer/Consignee for buyback items offline outside the GeM system. Vendor should work out input credit for that GST applicable on the buy back while quoting the product/services.

2. Input GST Credit consideration by seller- seller shall offer the prices in the bid by the total amount of new goods including GST- total amount of old goods quoted by the firm excluding GST. This is because GST charged by buyer on buy-back value will be available for full ITC (input tax credit) on the hands of bidder. Therefore, for the purpose of quoting in the bid and evaluation, value as quoted by the bidder (excluding any GST on buy back) as indicated in column G below will be considered.

Illustrative examples for bidders are as under for understanding of the seller.

| Excel sheet for explanation to Buyback ATC                                                                                               |                                    |                                                                                         |                                             |                                          |                                                                        |                                                                                          |                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-----------------------------------------------------------------------------------------|---------------------------------------------|------------------------------------------|------------------------------------------------------------------------|------------------------------------------------------------------------------------------|--------------------------------------------------|
| S<br>·<br>n<br>o                                                                                                                         | Cost<br>of<br>Fresh<br>Good<br>(A) | %age of GST on<br>Fresh Good as<br>considered by seller<br>at the time of quote<br>(B). | GST<br>Amount<br>on<br>Fresh<br>Good<br>(C) | Cost<br>of<br>Buyba<br>ck<br>item<br>(D) | %age of GST on<br>Buyback items<br>(E) as fixed by<br>buyer in the bid | GST Amount on<br>Buyback item (F) as<br>applicable at the<br>time of invoice by<br>buyer | Quote of<br>the<br>Bidder<br>(G=<br>{A+C-<br>D}) |
| 1                                                                                                                                        | 100                                | 28                                                                                      | 28                                          | 20                                       | 8                                                                      | 1.6                                                                                      | 108                                              |
| 2                                                                                                                                        | 100                                | 9                                                                                       | 9                                           | 20                                       | 8                                                                      | 1.6                                                                                      | 89                                               |
| 3                                                                                                                                        | 110                                | 10                                                                                      | 11                                          | 24                                       | 8                                                                      | 1.92                                                                                     | 97                                               |
| Seller after the award of the GeM contract, will indicate all column A to G which will not alter their quoted price indicated in Colum-G |                                    |                                                                                         |                                             |                                          |                                                                        |                                                                                          |                                                  |

3. Successful lowest bidder has to provide detailed cost break up of tendered items as well as buy back items separately after award of contract through email to the government buyer/consignee.

4. The seller of new item /service provider shall deposit the cost of invoiced buy back item with GST to the buyer for allowing seller to lift up the material from the buyer/consignee premise.

5. Transportation of buy back items from buyer premises shall be arranged by the seller itself without any

extra cost.

6. Government Buyer organisation /consignee will issue invoice of buy back items to the seller at the cost of buyback to be indicated to the buyer by the seller offline after receipt of order. This in no case will modify the bid in any manner.

7. The seller will be entirely responsible for the safe disposal of old items without affecting the environment in any manner as per prevailing statutory rules and Act/ law of the land.

8. The seller may visit the site and inspect the condition of buy back item in advance before quoting for the bid.

9. Receipt of payment by the buyer for Old items and invoicing by buyer will be out of GeM portal.

10. Government Buyer will upload the details of old goods along with the bid in the corrigendum with minimum price.

11. If the minimum price (Optional) is indicated and sellers of new item who are not agreeing to take back the old item at equal to or above that minimum price should not participate in the bid.

12. In case they participate into the bid and afterwards indicates the price of old goods, less than the minimum price shown by Government Buyer in corrigendum, EMD of the bidder will be forfeited.

13. Item Details Consignee wise will be indicated in the corrigendum like -

1. Consignee wise
2. Item Description
3. Serial Number
4. Model
5. Brand
6. Year of manufacturing
7. Purchased on
8. Age
9. Size, Rating, Designation
10. Quantity
11. Min price (Optional)
12. Unit
13. Working Guidelines (/Functional/Non-Functional)
14. Remarks

14. The successful bidder shall remove the old goods from the premise of the Government buyer/consignee at the time of the supply, installation and commissioning of fresh goods. Seller will be entitled for payment only after removal of old goods from Government buyer/consignee/user's premise and after supplying the fresh goods in terms of contract.

15. Note: This clause of ATC shall be operated by non PFMS; non GPA buyer i.e. all PSU working through their ERP and not integrated with GPA.

### 3. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

### 4. **Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address Bharat Heavy Electricals Limited DJ- 9/1 Sector-2 Salt Lake City Kolkata – 700091.

### 5. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

### 6. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

### 7. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

### 8. **Generic**

Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 2 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

**9. Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

**10. Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

**11. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

**12. Generic**

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price: Vendor to supply terminals/connectors and cables for interconnection of batteries.

**13. Warranty**

Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

**14. Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

**15. Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.

vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---Thank You---**