

8 Financial Claim of BSPTCL in Review Petition

Based on the grounds for review raised by BSPTCL on each of the above-stated issues, the total impact of the Review Petition on the ARR approved for the respective years on a stand-alone basis, i.e., without considering the consequential impact of the errors on other components in the True up of 2020-21, APR of 2021-22 and ARR for the Control Period from FY 2022-23 to FY 2024-25, is shown in the Table below:

Table 14: Total Impact of Review Petition on a stand-alone basis (Rs. Crore)

| Sl. | Particulars | FY 20-21 | FY 21-22 | FY 22-23 | FY 23-24 | FY 24-25 | TOTAL |
|-----|---|--------------|--------------|--------------|--------------|--------------|---------------|
| 1 | Impact of Employee Expenses- Terminal Benefits | 40.79 | 40.79 | 40.79 | 40.79 | 40.79 | 203.95 |
| 2 | Impact of claiming disallowed capitalisation of Rs. 11.16 Cr for FY 20-21, revised Debt: Equity ratio for IFR scheme and disallowed Other Finance Charges | | | | | | |
| a | Depreciation | 0.44 | 0.75 | 0.76 | 0.79 | 0.83 | 3.56 |
| b | Interest on Loan and Finance Charges | 1.15 | 0.60 | -0.66 | -1.61 | -1.67 | -2.18 |
| c | RoE | 0.67 | 2.01 | 4.00 | 5.34 | 5.34 | 17.36 |
| 3 | Impact of Sharing of Gains/(Losses) for O&M expenses for FY 2020-21 | -9.59 | | | | | -9.59 |
| 4 | Impact of revised Base Norms for O&M Expenses | | | | | | |
| a | Employee expenses | | | 24.05 | 26.86 | 30.29 | 81.19 |
| b | A&G expenses | | | 1.78 | 1.88 | 1.98 | 5.65 |
| | TOTAL | 33.46 | 44.15 | 70.71 | 74.06 | 77.56 | 299.94 |

As seen from the above Table, BSPTCL has worked out the combined impact of **Rs. 299.94 Crore** for all five years. The Hon'ble Commission is requested to approve the revised ARR in the Truing-up of FY 2020-21, APR of FY 2021-22 and ARR for the Control Period from FY 2022-23 to FY 2024-25, as shown in the Table below:

Table 15: Revised ARR to be considered after claim of BSPTCL in Review Petition (Rs. Crore)

| Particulars | FY 20-21 | FY 21-22 | FY 22-23 | FY 23-24 | FY 24-25 |
|---|----------------|----------------|----------------|----------------|----------------|
| Net ARR approved in Tariff Order dated 25 March 2022 | 1171.82 | 1283.17 | 1372.23 | 1582.1 | 1821.42 |
| Total Impact of Review Petition as claimed by BSPTCL | 33.46 | 44.15 | 70.71 | 74.06 | 77.56 |
| Revised ARR to be approved as claimed by BSPTCL in Review Petition | 1205.28 | 1327.32 | 1442.94 | 1656.16 | 1898.98 |

Therefore, BSPTCL respectfully requests the Hon'ble Commission to approve the revised ARR of Rs. 1205.28 Crore after Truing-up of FY 2020-21, Rs. 1327.32 Crore in APR of FY 2020-21 and Rs. 1442.94 Crore, Rs. 1656.16 Crore and Rs. 1898.98 Crore in Revised ARR for the Control Period from FY 2022-23 to FY 2024-25 as shown in the Table above.

BSPTCL has also worked out the revised Revenue Surplus with Holding Cost for FY 2020-21 and Annual Transmission Charges for FY 2022-23 based on the claim made in Review Petition, as shown in the following Table:

Table 16: Revenue Surplus with Holding Cost for FY 2020-21 (Rs. Crore)

| Sl. | Particulars | As approved by BERC | As claimed by BSPTCL in Review |
|-----|--|---------------------|--------------------------------|
| 1 | Aggregate Revenue Requirement for FY 2020-21 | 1171.82 | 1205.28 |
| 2 | Add: Trued up Gap of FY 2018-19 including carrying cost | (421.28) | (421.28) |
| 3 | Net Annual Transmission Charges (1+2) | 750.54 | 784.00 |
| 4 | Less: Transmission charges approved/recovered | 870.9 | 870.9 |
| 5 | Revenue Gap / (Surplus) for FY 2020-21 (3-4) | (120.36) | (86.90) |
| 6 | Interest for FY 2020-21 [(Wt. average SBI MCLR Rate 7.07%+1.5%) 8.57%] for half year | (5.16) | (3.72) |
| 7 | Interest for FY 2021-22 (SBI MCLR 7%+1.5%) @ 8.5% for 1 year | (10.23) | (7.39) |
| 8 | Interest for FY 2022-23 (SBI MCLR 7%+1.5%) @8.5% for 6 months | (5.12) | (3.69) |
| 9 | Total gap/(surplus) with interest | (140.87) | (101.70) |

Table 17: Annual Transmission Charges for FY 2022-23 (Rs. Crore)

| Sl. | Particulars | As approved by BERC | As claimed by BSPTCL in Review |
|-----|---|---------------------|--------------------------------|
| 1 | Aggregate Revenue Requirement approved for FY 2022-23 | 1372.23 | 1442.94 |
| 2 | Add: Trued up Revenue Gap/(Surplus) of FY 2020-21 with holding cost | (140.87) | (101.70) |
| 3 | Annual Transmission charges for FY 2022-23 (1+2) | 1231.36 | 1341.24 |

Therefore, BSPTCL respectfully requests the Hon'ble Commission to approve Annual Transmission Charges of Rs. 1341.24 Crore for FY 2022-23 after adjusting surplus revenue of FY 2020-21 with holding cost.

9 PRAYER

- a) BSPTCL requests the Hon'ble Commission to admit this Review Petition in accordance with Regulation 31 of the BERC (Conduct of Business) Regulations, 2005;
- b) Review the Employee Expenses allowed in the impugned Order for FY 2020-21 to FY 2024-25 under the head, "*error apparent on the face of the record*" and allow Employee Expenses after considering the Terminal Benefits as per Regulation 21.1 of BERC MYT Regulations, 2018 and BERC MYT Regulations, 2021 and as sought by BSPTCL in this Petition;
- c) Review the Other Finance Charges for FY 2020-21 to FY 2024-25 as approved in Tariff Order dated 25 March 2022, under the head, "*error apparent on the face of the record*" and approve disallowed amount of Rs. 1.19 Crore for FY 2020-21 and allow Other Finance Charges of Rs. 1.23 Crore for FY 2020-21 to FY 2024-25 as claimed in the Petition;
- d) Review the funding for IRF scheme for the period from FY 2020-21 to FY 2022-23 approved in the impugned Order under the head, "*error apparent on the face of the record*" and allow Debt: Equity ratio of 70:30 for IRF scheme as per Regulation 24(b) of BERC MYT Regulations, 2018 and BERC MYT Regulations, 2021;
- e) Review the Capitalisation allowed in the impugned Order for FY 2020-21 under the head, "*error apparent on the face of the record*" and allow the net disallowed

capitalisation of Rs. 11.16 Crore for FY 2020-21 as sought by BSPTCL in this Petition;

- f) Review the calculations for sharing of Gains/(Losses) on account of variation in O&M expenses for FY 2020-21 under the head, *"error apparent on the face of the record"* and approve the sharing of Gains/(Losses) for O&M expenses on the aggregate basis;
- g) Review the disallowance of Rs. 30.18 Crore in Capitalisation for FY 2021-22 and take note of the submission of this Petition;
- h) Hon'ble Commission is requested to review the calculations for Base Norms for Employee expenses and A&G expenses as approved in Tariff Order dated 25 March 2022, under the head, *"error apparent on the face of the record"* and approve the Base Norms with appropriate escalation factors as sought by BSPTCL in this Petition; and
- i) Pass such other and further Orders and any other relief as the Hon'ble Commission deemed fit considering the facts and circumstances of the case.

Authorised Signatory

Place: Patna

Date: _____

Appendix-A: Impact of considering disallowed capitalisation, erroneous Debt: Equity ratio for IRF scheme and disallowed Other Finance Charges for FY 2020-21 to FY 2024-25

a. Depreciation

| Sl. No. | Particulars | FY 20-21 | | | FY 21-22 | | | FY 22-23 | | | FY 23-24 | | | FY 24-25 | | |
|---------|---|---------------------|-------------------------|--------|---------------------|-------------------------|--------|---------------------|-------------------------|--------|---------------------|-------------------------|--------|---------------------|-------------------------|--------|
| | | As approved by BERC | As worked out in Review | Impact | As approved by BERC | As worked out in Review | Impact | As approved by BERC | As worked out in Review | Impact | As approved by BERC | As worked out in Review | Impact | As approved by BERC | As worked out in Review | Impact |
| 1 | Opening depreciable assets | 8071.38 | 8071.38 | | 8707.96 | 8719.13 | | 10027.46 | 10038.63 | | 11457.13 | 11468.30 | | 13134.08 | 13145.25 | |
| 2 | Additions during the year | 632.84 | 639.17 | | 1319.5 | 1319.5 | | 1429.67 | 1429.67 | | 1676.95 | 1676.95 | | 1795.64 | 1795.64 | |
| 3 | Add: IDC | 3.74 | 8.58 | | | | | | | | | | | | | |
| 4 | Closing GFA (1+2+3) | 8707.96 | 8719.13 | | 10027.46 | 10038.63 | | 11457.13 | 11468.30 | | 13134.08 | 13145.25 | | 14929.72 | 14940.89 | |
| 5 | Weighted average rate of depreciation on opening GFA | 5.21% | 5.21% | | 5.21% | 5.21% | | 5.21% | 5.21% | | 5.21% | 5.21% | | 5.21% | 5.21% | |
| 6 | Weighted average rate of prorate depreciation on addition during the year | 3.89% | 3.89% | | 3.89% | 3.89% | | 3.89% | 3.89% | | 3.89% | 3.89% | | 3.89% | 3.89% | |
| 7 | Depreciation (1*5)+(2+3)*6) | 445.28 | 445.72 | | 504.86 | 505.60 | | 577.86 | 578.63 | | 661.94 | 662.73 | | 753.89 | 754.72 | |
| 8 | Opening Grants | 1915.45 | 1915.45 | | 1940.74 | 1940.74 | | 2136.05 | 2136.05 | | 2215.59 | 2215.59 | | 2215.59 | 2215.59 | |
| 9 | Grants/consumer contribution during the year | 25.29 | 25.29 | | 195.31 | 195.31 | | 79.54 | 79.54 | | 0 | 0 | | 0 | 0 | |
| 10 | Total Grants (8+9) | 1940.74 | 1940.74 | | 2136.05 | 2136.05 | | 2215.59 | 2215.59 | | 2215.59 | 2215.59 | | 2215.59 | 2215.59 | |



| Sl. No. | Particulars | FY 20-21 | | | FY 21-22 | | | FY 22-23 | | | FY 23-24 | | | FY 24-25 | | |
|---------|---|---------------------|-------------------------|--------|---------------------|-------------------------|--------|---------------------|-------------------------|--------|---------------------|-------------------------|--------|---------------------|-------------------------|--------|
| | | As approved by BERC | As worked out in Review | Impact | As approved by BERC | As worked out in Review | Impact | As approved by BERC | As worked out in Review | Impact | As approved by BERC | As worked out in Review | Impact | As approved by BERC | As worked out in Review | Impact |
| 11 | Weighted average rate of depreciation on opening Grant | 5.21% | 5.21% | | 5.21% | 5.21% | | 5.21% | 5.21% | | 5.21% | 5.21% | | 5.21% | 5.21% | |
| 12 | Weighted average rate of prorate depreciation on addition during the year | 3.89% | 3.89% | | 3.89% | 3.89% | | 3.89% | 3.89% | | 3.89% | 3.89% | | 3.89% | 3.89% | |
| 13 | Depreciation on assets created out of grants $(8*11)+(9*12)$ | 100.79 | 100.79 | | 108.67 | 108.67 | | 114.34 | 114.34 | | 115.38 | 115.38 | | 115.38 | 115.38 | |
| 14 | Net Depreciation (7-13) | 344.49 | 344.93 | 0.44 | 396.18 | 396.93 | 0.75 | 463.53 | 464.29 | 0.76 | 546.56 | 547.35 | 0.79 | 638.51 | 639.34 | 0.83 |

b. Interest and Finance Charges

| Sl. No. | Particulars | FY 20-21 | | | FY 21-22 | | | FY 22-23 | | | FY 23-24 | | | FY 24-25 | | |
|---------|--------------------------|---------------------|-------------------------|--------|---------------------|-------------------------|--------|---------------------|-------------------------|--------|---------------------|-------------------------|--------|---------------------|-------------------------|--------|
| | | As approved by BERC | As worked out in Review | Impact | As approved by BERC | As worked out in Review | Impact | As approved by BERC | As worked out in Review | Impact | As approved by BERC | As worked out in Review | Impact | As approved by BERC | As worked out in Review | Impact |
| 1 | Opening Loan | 3524.26 | 3524.26 | | 3656.89 | 3656.17 | | 4169.17 | 4157.34 | | 4800.59 | 4765.74 | | 5595.59 | 5559.95 | |
| 2 | Addition during the year | 477.12 | 476.83 | | 908.47 | 898.10 | | 1094.94 | 1072.69 | | 1341.56 | 1341.56 | | 1436.51 | 1436.51 | |
| 3 | Normative Repayment | 344.49 | 344.93 | | 396.18 | 396.93 | | 463.53 | 464.29 | | 546.56 | 547.35 | | 638.51 | 639.34 | |

| Sl. No. | Particulars | FY 20-21 | | | FY 21-22 | | | FY 22-23 | | | FY 23-24 | | | FY 24-25 | | |
|---------|------------------------------------|---------------------|-------------------------|--------|---------------------|-------------------------|--------|---------------------|-------------------------|--------|---------------------|-------------------------|--------|---------------------|-------------------------|--------|
| | | As approved by BERC | As worked out in Review | Impact | As approved by BERC | As worked out in Review | Impact | As approved by BERC | As worked out in Review | Impact | As approved by BERC | As worked out in Review | Impact | As approved by BERC | As worked out in Review | Impact |
| 4 | Closing Loan (1+2-3) | 3656.89 | 3656.17 | | 4169.17 | 4157.34 | | 4800.59 | 4765.74 | | 5595.59 | 5559.95 | | 6393.59 | 6357.12 | |
| 5 | Average Loan (1+4)/2 | 3590.57 | 3590.21 | | 3913.03 | 3906.75 | | 4484.88 | 4461.54 | | 5198.09 | 5162.85 | | 5994.59 | 5958.54 | |
| 6 | Interest Rate (%) | 8.95% | 8.95% | | 7.97% | 7.97% | | 7.93% | 7.93% | | 7.93% | 7.93% | | 7.93% | 7.93% | |
| 7 | Interest on Loan (5*6) | 321.36 | 321.32 | | 311.96 | 311.37 | | 355.65 | 353.80 | | 412.21 | 409.41 | | 475.37 | 472.51 | |
| 8 | Other Finance Charges | 0.04 | 1.23 | | 0.04 | 1.23 | | 0.04 | 1.23 | | 0.04 | 1.23 | | 0.04 | 1.23 | |
| 9 | Interest and Finance Charges (7+8) | 321.4 | 322.55 | 1.15 | 312 | 312.60 | 0.60 | 355.69 | 355.03 | -0.66 | 412.25 | 410.64 | -1.61 | 475.41 | 473.74 | -1.67 |

c. Return of Equity

| Sl. No. | Particulars | FY 20-21 | | | FY 21-22 | | | FY 22-23 | | | FY 23-24 | | | FY 24-25 | | |
|---------|--------------------------|---------------------|-------------------------|--------|---------------------|-------------------------|--------|---------------------|-------------------------|--------|---------------------|-------------------------|--------|---------------------|-------------------------|--------|
| | | As approved by BERC | As worked out in Review | Impact | As approved by BERC | As worked out in Review | Impact | As approved by BERC | As worked out in Review | Impact | As approved by BERC | As worked out in Review | Impact | As approved by BERC | As worked out in Review | Impact |
| 1 | Equity as on 31.03.2015 | 375.41 | 375.41 | | 375.41 | 375.41 | | 375.41 | 375.41 | | 375.41 | 375.41 | | 375.41 | 375.41 | |
| 2 | Rate of Return on Equity | 10.00% | 10.00% | | 10.00% | 10.00% | | 10.00% | 10.00% | | 10.00% | 10.00% | | 10.00% | 10.00% | |
| 3 | Tax/MAT rate % | 15.90% | 15.90% | | 17.47% | 17.47% | | 17.47% | 17.47% | | 17.47% | 17.47% | | 17.47% | 17.47% | |

BSPCL Review Petition on BERC's Tariff Order in Case No. 20 of 2021

| Sl. No. | Particulars | FY 20-21 | | | FY 21-22 | | | FY 22-23 | | | FY 23-24 | | | FY 24-25 | | |
|---------|---|---------------------|-------------------------|--------|---------------------|-------------------------|--------|---------------------|-------------------------|--------|---------------------|-------------------------|--------|---------------------|-------------------------|--------|
| | | As approved by BERC | As worked out in Review | Impact | As approved by BERC | As worked out in Review | Impact | As approved by BERC | As worked out in Review | Impact | As approved by BERC | As worked out in Review | Impact | As approved by BERC | As worked out in Review | Impact |
| 4 | Pre-tax Rate of return on equity (2/ (1-3)) | 11.89% | 11.89% | | 12.12% | 12.12% | | 12.12% | 12.12% | | 12.12% | 12.12% | | 12.12% | 12.12% | |
| 5 | Return on Equity (1*4) | 44.64 | 44.64 | | 45.5 | 45.50 | | 45.5 | 45.50 | | 45.5 | 45.50 | | 45.5 | 45.50 | |
| 6 | Opening equity | 1409.53 | 1409.53 | | 1577.01 | 1588.457 | | 1792.73 | 1814.56 | | 2047.92 | 2092 | | 2383.31 | 2427.39 | |
| 7 | Addition during the year | 167.48 | 178.93 | | 215.72 | 226.10 | | 255.19 | 277.44 | | 335.39 | 335.39 | | 359.13 | 359.13 | |
| 8 | Closing Equity (6+7) | 1577.01 | 1588.46 | | 1792.73 | 1814.56 | | 2047.92 | 2092 | | 2383.31 | 2427.39 | | 2742.44 | 2786.52 | |
| 9 | Average equity (6+8)/2 | 1493.27 | 1498.99 | | 1684.87 | 1701.51 | | 1920.33 | 1953.28 | | 2215.62 | 2259.70 | | 2562.88 | 2606.96 | |
| 10 | Rate of Return on Equity | 10.00% | 10.00% | | 10.00% | 10.00% | | 10.00% | 10.00% | | 10.00% | 10.00% | | 10.00% | 10.00% | |
| 11 | Tax/MAT rate % | 15.90% | 15.90% | | 17.47% | 17.47% | | 17.47% | 17.47% | | 17.47% | 17.47% | | 17.47% | 17.47% | |
| 12 | Pre-tax Rate of return on equity (10/ (1-11)) | 11.89% | 11.89% | | 12.12% | 12.12% | | 12.12% | 12.12% | | 12.12% | 12.12% | | 12.12% | 12.12% | |
| 13 | Return on Equity (9*12) | 177.56 | 178.23 | | 204.21 | 206.22 | | 232.74 | 236.74 | | 268.53 | 273.88 | | 310.62 | 315.96 | |
| 14 | Total Return on Equity (5+13) | 222.2 | 222.87 | 0.67 | 249.71 | 251.72 | 2.01 | 278.24 | 282.24 | 4.00 | 314.03 | 319.37 | 5.34 | 356.12 | 361.46 | 5.34 |

Annexure-I : Supporting document for Upfront Fee

BSPTCL-HQ

Proc/Upfront/Doc Fees on Loan Ledger Account

1-Apr-2020 to 31-Mar-2021

Page 1

| Date | Particulars | Vch Type | Vch No. | Debit | Credit |
|------------|-------------------------------------|------------|-------------------|----------------|----------------|
| 12-11-2020 | To Canara Bank-Capital (Saving A/c) | Payment | | | 1,18,00,000.00 |
| | Same Bank Transfer | 12-11-2020 | 1,18,00,000.00 Cr | | |
| HQ | 1,18,00,000.00 Dr | | | | |
| | processing fee & GST thereon of | | | | |
| | loan from canara bank (state plan) | | | | |
| | By Xfer. 0352773000034 | | | | |
| | -BSPTCL(Bridge Loan of R.s 200 | | | | |
| | crore received on 11.11.2020) | | | | |
| 18-12-2020 | To Canara Bank-Capital (Saving A/c) | Payment | | | 1,18,000.00 |
| | Same Bank Transfer | 18-12-2020 | 1,18,000.00 Cr | | |
| HQ | 1,18,000.00 Dr | | | | |
| | COMM-Corporate loan Proc/Upfront | | | | |
| | /Doc fee 18-D (1 lakh) and SL-GST | | | | |
| | -NORMAL CHARGE (18000), | | | | |
| | processing fees charged by canara | | | | |
| | bank on loan for state plan | | | | |
| | | | | 1,19,18,000.00 | |
| By | Closing Balance | | | | 1,19,18,000.00 |
| | | | | 1,19,18,000.00 | 1,19,18,000.00 |

**BIHAR STATE POWER TRANSMISSION COMPANY LTD., PATNA**

Regd. Office- Head Office, Vidyut Bhawan, Bailey Road, Patna - 21

CIN - U40102BR2012SGC018889

Ph-0612-2504229

E-mail - cetransom.bsptcl@gmail.com,

Fax No.-0612-2504557

PO No. 04 / Patna
CE/Trans. (O&M)/Misc-82/2019

Dated 01/10/2020

From,

S. N. Kumar,
Chief Engineer, Trans. (O&M)

To,

M/s AAJCO Energy Pvt. Ltd. (formerly Aaj Accumulators Pvt. Ltd.)
W-54, Behind Sakal Printing press,
M.I.D.C. Shirol, Kolhapur-416122

Email:- info@ajcoenergy.com

Sub. - Purchase order (PO) for Supply, Erection, Testing & Commissioning of 01 set of 220V, 200AH, 11 sets of 220V, 300AH & 01 set of 220V, 500AH Tubular Acid Type Sub-Station Battery Sets including dismantling works wherever applicable against NIT-39/PR/BSPTCL/2019 under O&M head.

- Ref.- 1. NIT No. -39/PR/BSPTCL/2019 (invited through e-tendering mode)
2. Your Proposal No. AAJ/BIHAR/TENDER-BATTERY/39/001, dt. 26.12.19 (C/229)
3. Your letter no. AAJ/BSPTCL/PRICE-BID/0001, dt. 07.03.2020 (C/407)
4. NOA No. 02, dated 13.05.2020 (C/435-431)
5. Contract agreement no-03, dated 01.09.2020 (C/477-475)

Dear Sir,

With reference to above and subsequent correspondences, it is intended to place an order on M/s AAJCO Energy Pvt. Ltd. for Supply, Erection, Testing & Commissioning of 01 set of 220V, 200AH, 11 sets of 220V, 300AH & 01 set of 220V, 500AH Tubular Acid Type Sub-Station Battery Sets including dismantling works wherever applicable against NIT-39/PR/BSPTCL/2019 under O&M head as per terms & condition mention here under:-

CONTRACT VALUE :

The contract value for the above shall be as detailed below:-

| S.N. | Description | Price (in Rs.) |
|------|--|----------------|
| 1. | Total price for Supply and F&I, Erection, Testing & Commissioning and dismantling works wherever applicable of 13 sets of Tubular Acid Type Battery Banks including value of GST | 1,06,75,200 |

The total value of order will be Rs. 1,06,75,200 (Rupees One Crore Six Lacs Seventy Five Thousand Two Hundred) only inclusive of GST.

- The above prices are **FIRM**.
- Taxes and duties:** The above FOR destination price is inclusive of freight and GST. Any increase in the rate of taxes for delayed supply beyond the contractual delivery period shall be on supplier accounts.
- Freight:**
 - All the accessories shall be dispatched on "Freight Paid" basis.
 - The FOR Destination price indicated at Para-I includes freight charges for transportation to store/site as per dispatch instruction to be issued.
 - The supplier shall be entirely responsible for arranging transportation and delivery of the material complete in all respects at BSPTCL destination store/site as indicated in dispatch instruction.
 - All other expenses like packing and forwarding loading, lacing etc. at Railway wagon trailer or truck at your works and unloading at BSPTCL site/store shall be borne by the supplier and no extra charge shall be payable to them on this account.
- Insurance:** Materials to be supplied against the tender shall be insured with the BSPTCL's under writers under its open Marine policy in all cases. No other insurance term will be acceptable to the BSPTCL. As such insurance premium should not be included in the quoted price.

- The prescribed insurance format (Appendix-1) will be supplied to the supplier who will duly fill it and send them to the Chief Manager (Movement), Bihar state power transmission co. Ltd., Patna along with copy of invoice and the R.R./T.R L.R for taking out a policy with copies to the consignees and the paying Officer concerned at the time of dispatch of each consignment.
- In case of loss/damage during transit, the consignee concerned will take prompt action to lodge claim with the Railway / Transport authority and insurance company with an information to the supplier and will send a copy of this reports along with other documents to the Chief Manager (Movement,) BSPTCL, Patna for further needful.
- In case the materials are received short from the intact packing, the supplier will have to replenish the shortage free of cost or the recovery of the cost of shortage will be effected from the suppliers bills. Similarly the supplier will be wholly responsible for the losses due to defective or improper packing or if the packing have been done in a manner not acceptable to the Railway/Transport or not as per Specifications / ISS or other lapses and supplier shall take prompt action to replenish all the damaged material immediately free of cost. In case of failure to do so on their part, the amount of loss / damage will be recovered from their pending bills or claims shall be lodged with their Bankers against the Bank Guarantee without any prejudice to any action which the BSPTCL may be advised to take in the matter. The amount recovered on the above account will be released only after getting satisfactory reports about completion of supply in all respect from the consignee.

5. Payment:

For Supply

100% payment of FOR destination price inclusive of GST shall be made by Accounts Officer , BSPTCL, on submission of bills along with 5% Bank Guarantee of ordered Value issued from a Nationalized Bank of India/scheduled Bank and on receipt of S.R.V. from the consignee. The Bank Guarantee shall be valid for the period covering one month prior to the scheduled date of dispatch of the first consignment and up to six months beyond the schedule date of delivery of last consignment. No Bank commission or interest shall be paid by BSPTCL.

- Supplier shall give intimation in advance to consignee for watching the receipt consignment. Also a copy of complete set of the following dispatch documents should be sent to the Accounts officer, BSPTCL and to this office for necessary action, immediately after dispatch of each consignment.
 - a. Evidence of dispatch (original R/R or T/R should be in the name of consignee).
 - b. Suppliers detailed invoice (4 copies)
 - c. Detailed packing list (3 Copies)
 - d. Approved test certificates.
 - e. GST registration certificate.
 - f. Insurance certificate.
 - g. Copy of inspection report and dispatch clearance.

For Erection/Dismantling

100% payment against erection and commissioning/ dismantling shall be made by the Accounts Officer, BSPTCL on submission of bills/ invoice along with the completion certificate granted by the concerned Assistant Executive Engineer or Electrical Executive Engineer.

6. **Security Deposit:** Successful tenderer will have to furnish security deposit in Bank Draft/ in the form of a Bank Guarantee of value equal to 5% (Five Percent) values of the contract value valid up to guarantee period as per order. This Bank guarantee will have to be submitted in the prescribed form of the purchaser as enclosed with specification Appendix-II (Section – IV) and prepared on a paper with non-judicial stamp of Rs. 1000.00 (One Thousand) only (Stamp cost will be borne by the supplier), immediately after placement of NOA. The guarantee will cover supplier responsibility for faithful execution of the contract in accordance with all conditions and terms specified thereon. The guarantee shall be issued from a Nationalized Bank of India and made payable to the Accounts officer, BSPTCL, Patna. If the contractor fails to submit the security deposit within the specified period, such failure will constitute a breach of the contract and the purchaser shall be entitled to make other arrangements at the risk and expense of the contractor. The security deposit will be returnable to the supplier / contractor after completion of supply, issuance of S.R.V. and expiry of guarantee period.

7. **Delivery:** Delivery of the materials under this tender will have to be completed as per delivery schedule indicated in section- III of this specification i.e. 4 months from the date of NOA.
8. **Erection & Commissioning:** The supplier shall depute their service engineers for erection & commissioning, works within 7 days of receipt of request from BSPTCL for the same. In case of failure to depute their service engineer, the BSPTCL may take any action which may lead to black listing and/ or 'forfeiture' of Security deposit. The erection & commissioning work shall be completed within 4 months from the date of delivery i.e, within total 8 months from date of issue of NOA.
- After dismantling of old battery sets, the same shall be properly stacked at a suitable place in Grid premises as per direction of concerned AEE.
9. **Penalty:**

Against Delivery:

In the event of supplier's failure to supply the materials within the specified delivery period, the supplier shall have to pay the penalty @0.5% (Half percent) of Ex-works value of materials delayed for each week or part thereof subject to maximum ceiling of @ 10% of Ex-works value of part of supplied materials delayed.

Against Erection:

In the event of the supplier's failure, to erect and commission the Battery Banks within the specified execution period, the penalty will be charge @ ½% (Half percent) of the contract value of the work delayed for each week or part thereof subject to maximum ceiling of 10% (ten percent) of contract value of the work.

- Both the penalties against supply and erection shall run concurrently, as applicable
10. **Paying Authority:** Senior Manager (F&A), BSPTCL
11. **Performance Guarantee:** To ensure successful and satisfactory performance of the material/equipment supplied under the contract, the supplier shall, after completion of supply, furnish a performance guarantee of value equal to 5% value of the ordered value in similar manner as the security deposit Bank Guarantee in the form of a Bank guarantee issued from a Nationalized Bank of India and made payable to Accounts officer, BSPTCL Patna, and its terms and conditions shall be provided in Bank Guarantee form enclosed with the specifications.
- The performance Bank Guarantee shall be furnished immediately after the supply is fully completed, on a non judicial stamp paper of Rs. 1000/- (Rupees One Thousand) only.
 - The delay in submission of performance guarantee shall entail in delay in return of 5% (five percent) Bank Guarantee submitted against payment clause.

The performance guarantee shall cover following guarantee to the BSPTCL:-

- o The supplier shall warrant successful and satisfactory operation of the equipment supplied against the contract under the conditions and for the services specified. He shall further warrant the equipment as represented and specified against any and all defects in design, material, workmanship and quality and shall upon written notice by the BSPTCL, fully remedy, free of all expenses to the BSPTCL, Such defects as developed under the normal use to the said equipment within 12 (twelve) months of the service but not exceeding 18 (Eighteen) months from date of receipt of last consignment of complete equipment /materials.
- o On due performance and execution of the order in all respect and on presentation of "No-Demand Certificates" the bank guarantee will be returned to the supplier without any interest.

12. **Manufactures Guarantee:** All materials / equipments to be supplied shall be guaranteed against faulty design, defective materials, bad workmanship and unsatisfactory service for the period of 12 (Twelve) months from the date on which the materials /equipment has been put into service. In any case this period shall not exceed 18 (eighteen) months from date of last receipt of the complete equipment/material in the BSPTCL's stores. If during the guarantee period the equipment go in operative or found defective or sub - standard the same has to be replaced , or repaired free of cost by