

CORRIGENDUM FOR RFQ NO and date: RCKMOU01 dated 03.08.2017

Sl. No	Page No.	Clause No.	Existing Clause	Revised Clause
1	5/211	d	PRE-QUALIFICATION REQUIREMENTS (PQR) :However Bidders who do not have a local India office may also participate if they are willing to start a local Indian office with at least 10 engineers working on Simulator Software and services within 30 days from the date of receipt of order by BHEL from NLCIL, for which documentary evidence shall be furnished.	However Bidders who do not have a local India office may also participate if they are willing to start a local Indian office with at least 10 engineers working on BESS system and services as per the tender within 30 days from the date of receipt of order by BHEL from NLCIL, for which documentary evidence shall be furnished.
2	9/211	2.15	Addition	Maintenace spares for 25 years of operation
3	10/211	2.15	EMS: The design of EMS shall aim for fully automated PV Power plant with optimized power generation features, gird monitored safety functions, integration with A&N grid energy management center and PV plant SCADA & HMI interfaces, user friendly operation, daily load levelling, scheduling, forecasting, data management and remote function capabilities.	EMS: The design of EMS shall aim for fully automated PV Power plant and BESS with optimized power generation features, gird monitored safety functions, integration with A&N grid energy management center and PV plant SCADA & HMI interfaces, user friendly operation, daily load levelling, scheduling, forecasting, data management and remote function capabilities.
4	13/211	3	During the O & M period due to Battery replacements/substitutions if any shall fall occurs in Annual Net Energy Export in that year/years then the short fall in Annual Net Energy Export shall be limited to maximum three years.	During the O & M period due to Battery replacements/substitutions if any short fall occurs in Annual Net Energy Export in that year/years then the short fall in Annual Net Energy Export shall be limited to maximum three years.
5	14/211	5.2.3	The maintenance personnel shall be in a position to check and test all the equipment regularly, so that, preventive maintenance, could be taken well in advance to save any equipment from damage. Abnormal behavior of any equipment shall be brought to the notice of BHEL not later than 2 hours for taking appropriate action.	The maintenance personnel shall be in a position to check and test all the equipment regularly, so that, preventive maintenance, could be taken well in advance to save any equipment from damage. Abnormal behavior of any equipment shall be brought to the notice of BHEL/ NLCIL not later than 2 hours for taking appropriate action.
6	15/211	5.2.6.7	The reporting shall also include any mismatch or abnormality in the performance of the system based on SCADA and EMC details for review.....	The reporting shall also include any mismatch or abnormality in the performance of the system based on SCADA and EMS details for review.....
7	15/211	5.2.7.0	Addition	Surplus materials and scrap a) Surplus materials / defective materials available after commissioning of the project shall be taken back free of cost by the Contractor with prior approval of the Purchaser. The cost of removal shall be borne by the Contractor. b) Contractor shall take back all crates, packing cases, all packing materials including steel packing materials and other scrap materials then and there to keep the site free from scraps. c) No imported material shall be allowed to be taken out other than imported tools and tackles and instruments brought by the Contractor on draw back basis, provided he has carried out necessary documentation at the time of bringing such items inside the Plant. d) Replacements/ Disposal of BESS during construction as well as O&M shall be carried out by the contractor with utmost care without affecting the environment and all the scrap shall be taken out by the contractor and shall be disposed as per the international standards and norms. e) Necessary permission from concerned authorities shall be obtained for disposal of any item within the Island.
8	16/211	5.4	EMS shall be in the main control room integrated with the SCADA	Bidder scope of supply also includes EMS which shall be placed in the main control room integrated with the SCADA

9	16/211	5.4	All Civil Work (Refer table)	All Civil Work BHEL - BHEL shall carry out all civil works including supply of foundation bolts as per bidder's recommendation. Bidder - Foundation drawings and load details for container installation.
10	16&17/211	5.4	Supervision and I&C (Refer table)	I&C: Bidder - Bidder shall be responsible for installation and commissioning of all bidder supplied equipment
11	201/211		CAJB	Revised to CAA format enclosed.
			Addition	Price Schedule Format enclosed
			Addition	Addendum to ITB, SCC

DATE :

CO-OPERATION AGREEMENT FOR ASSOCIATE (CAA)
BETWEEN
BHARAT HEAVY ELECTRICALS LTD (BHEL) – ELECTRONICS DIVISION
AND M/s. _____

Sub: Co-operation Agreement for Associate for NLC India Limited, Neyveli for installation of 2 x 10 MW (AC) Grid interactive Solar PV Power Project integrated with 28 MWhr. Battery Energy Storage System at Attam Pahad and at Dolly Gunj, Port Blair, South Andaman.

Ref: NLCIL Tender No. CO CONTS/0012E/PV Solar-BESS/ICB/Andaman/2017, dt.26.04.2017 due on 03-08-2017

- 1) NLCIL has invited International Competitive Bidding for design, engineering, manufacturing, system integration, pre-shipment testing at works, packing, delivery, unloading, storage, installation & commissioning, training and fine-tuning of of 2 x 10 MW (AC) Grid interactive Solar PV Power Plant and integrated with 28 MWhr. Battery Energy Storage System along with Operation & Maintenance for 25 years at project site.

2) PRE-QUALIFICATION REQUIREMENTS (PQR) of Tender:

- 2.1 Bidder should have executed contracts of Design/Engineering, Supply Erection/Supervised erection, commissioning of Solar PV Power Plant(s) with cumulative capacity of 10MWp or above as on the original scheduled date of tender opening and out of which at least one Solar PV Power Plant shall be of minimum 5MWp capacity or above and should be in successful operation for at least one year within the last 7 years as on the original scheduled date of tender opening.

AND

- 2.2 Bidder should have executed contracts of Design/Engineering, Supply, Erection/Supervised erection, commissioning of Battery Energy storage system with Cumulative capacity of 2.5 MWhr. or above as on the original scheduled date of tender opening and out of which at least one Battery Energy Storage System shall be of minimum 1.0 MWhr. capacity or above and should be in successful operation for at least one year within the last 7 years as on the original scheduled date of tender opening.

OR

- 2.3 Bidder can also be a leader of a consortium consisting of not more than three firms, such that together they meet the Qualifying Requirements stipulated in clause 2.1 (a) and (b) above and the members of the consortium should furnish back-up Bank Guarantee as required in the relevant clauses. In case of bidding by a Consortium, the consortium partners shall necessarily identify a leader of the Consortium who will furnish the Consortium Agreement and the consortium partners shall execute a Joint Deed of Undertaking in which the partners are jointly and severally liable to the Owner for successful performance of the contract.

Bharat Heavy Electricals Ltd – Electronics Division, Mysore Road, Bangalore-560026 having its head office at BHEL House, Siri Fort, New Delhi – 110049, shall be participating in this ICB tender as per the option 2.3 above of PQR. For this purpose, BHEL will be associating with a Battery Energy storage system supplier who meets the PQR stipulated at SI. No. 2.2 above.

In order to select the techno-commercially best and price wise lowest party and enter into a pre-bid tie-up, BHEL had called for Techno-commercial and price quotations from approved vendors through an Open tender dated 02nd August 2017. As an outcome of the evaluation of proposals received from approved vendors, M/s. _____ has been selected as BHEL's Associate for Bidding for referred NLCIL tender and BHEL has entered into a pre-bid tie-up dated ____ Aug 2017 with M/s _____. On the basis of this Agreement, BHEL is now entering into this Project Specific Co-operation Agreement for Associate (CAA) to participate in the Tender for 2 x 10 MW (AC) Grid interactive Solar PV Power Project integrated with 28 MWhr. Battery Energy Storage System at Attam Pahad and at Dolly Gunj, Port Blair, South Andaman.

This Co-operation Agreement for Associate (CAA) is signed between BHEL, hereinafter referred to as Bidder and M/s. _____ hereinafter referred to as Associate Bidder in order to bind both the parties to the Terms & Conditions and agreement reached hereupon.

- 1) The following has been understood and agreed upon by both parties :
 - i. BHEL and M/s. _____ shall jointly Bid for subject project and it is hereby understood that M/s. _____ shall associate with BHEL as their exclusive / preferred partner by way of preferential and lowest pricing, for jointly bidding for this Tender with the intention of bagging this order jointly. As a guarantee to this agreement, _____ shall submit to BHEL, a CAA guarantee amounting to 1% of the Associate's share either in the form of a BG (from BHEL approved Bank as per List enclosed) or by way of Demand Draft (DD), which shall be returned to Associate in case of award of contract and receipt of order from NLCIL or NLCIL finally awarding the contract to any other Bidder or NLCIL deciding to shelve the project.
 - ii. The scope of supply, work and services of M/s _____ are as submitted by them in response and in full compliance to the Tender specifications and subsequent corrigenda issued from time to time, of NLCIL, and is enclosed as Annexure-__ to this CAA. However, _____ agrees that in the view of NLCIL, any additional supplies, works or services that are deemed necessary for complying to Tender specifications, shall be provided by _____ without any implications on Price, Delivery or Guarantees, to BHEL and / or NLCIL.
 - iii. BHEL will be submitted an EMD in form of a BG for rs.4,60,00,000/- to NLCIL as EMD for participating in referred NLCIL tender. M/s _____, who has been selected as BHEL's Associate for Bidding for referred NLCIL tender, on their part, agrees to furnish a back-up guarantee to BHEL in the form of a BG (from BHEL approved Bank as per List enclosed) in proportion to their share, for the EMD
 - iv. In case BHEL is selected by NLCIL for award of contract, M/s. _____ agrees to furnish an on-demand back-up bank guarantee (from BHEL approved Bank as per List enclosed) for a value equal to 5% (five percent) of their share of work, to NLCIL as a part of the Contract Performance Guarantee.

- v. As per the requirement of tender, BHEL and M/s _____ shall jointly sign and submit a Deed of Joint Undertaking (DJU) as per format enclosed at Annexure-1, which will be a part of the Techno-commercial Bid to NLCIL.
 - vi. In case BHEL is awarded the contract by NLCIL, this CAA for pre-bid tie up shall form the basis for working together and shall be a back to back agreement for placement of purchase order by BHEL for Battery Energy Storage System and auxiliaries and associated services as per the Scope of Supply, Works and Services (Enclosed at Annexure-xx) on M/s. _____ during project execution.
 - vii. The tender conditions stipulates that the Techno-commercial Bids shall remain valid for 8 months (243 days) from date of (Techno-Commercial) Bid opening and the Price Bids shall remain Valid for 243 days from opening of (Price) Bids. M/s. _____ hereby agrees that their proposal shall remain valid till 243 days from date of bid opening by NLCIL and validity shall be further extended by M/s _____ as required by NLCIL and BHEL till a confirmed Purchase order is issued by BHEL on _____.
 - viii. Subsequent to submission of (Techno-commercial and Price) Bid by BHEL and M/s. _____, NLCIL shall evaluate the Bids and later may call Bidders for negotiation of to participate in Reverse Auction. At that stage M/s _____ Agrees that the prices shall be negotiated by BHEL with M/s. _____, and M/s _____ shall again review their prices and furnish most competitive lowest prices at that stage to enable BHEL to bag the order..
 - ix. The terms and conditions stipulated by NLCIL shall apply on back-to-back basis on both BHEL and _____ and have been confirmed for compliance by M/s _____. There terms & conditions become an integral part of this CAA and are enclosed at Annexure-2. Further any specific Terms & Conditions which may be agreed upon between BHEL and _____ shall be signed in the t, which shall also form part of this CAA. The terms & Conditions of this CAA shall form part of the Purchase order that may be placed by BHEL during execution, in case the order is bagged by BHEL .
 - x. The Penalties / Liquidated Damages, if any, levied by NLCIL shall be borne and shared by BHEL and M/s. _____ in accordance and in proportion with their respective value of share and scope of work determined under the contract.
 - xi. The Commercial Conditions of Contract, as listed in the tender documents, are enclosed as Annexure-xx to this CAA and shall be adhered to by both Parties as and where applicable for respective scope of work of parties.
 - xii. The Time schedule stipulated by NLCIL is enclosed to this CAA as Annexure-4, and BHEL and M/s. NLCIL shall be jointly responsible for completion of all tasks as per the work schedule.
 - xiii. Payment Terms of NLCIL (Schedule-6) of Tender specifications shall be applicable to both BHEL and _____ on back-to-back basis.
 - xiv. The Warranty and Guarantee conditions of contract shall be applicable on back-to-back basis as per the Tender conditions of contract,.
- 2) Limitation of liability: "Subject to any other clause relating to the liability of the parties, in no event parties will be liable for any consequential damages and the aggregate liability of either of the parties under this contract / Joint bid shall in no event exceed 100% of contract value except in cases of criminal neglect or willful misconduct.
- 3) Confidentiality
 Either party shall keep other party's information confidential. The information which needs to be kept confidential shall be marked as "confidential" by the disclosing party

while making disclosure. This confidentiality obligation of either party shall remain for a period of 5 years from expiry of the agreement.

4) Mutual Arbitration Clause: Shall be as in the prebid tie up between BHEL and M/s _____

Any dispute in respect of which amicable settlement has not been reached within thirty days period shall be finally and conclusively settled by arbitration in accordance with The Arbitration and Conciliation Act, 1996 and any other enactment or modification thereof for the time being in force. The following provisions shall apply to any arbitration proceedings:

- a) Each party shall appoint its own Arbitrator and bear the cost of its own Arbitrator, these two shall appoint a mutually acceptable Lead Arbitrator, whose cost shall be borne equally.
- b) The language to be used in the arbitration proceedings shall be English.
- c) The place of arbitration shall be Bangalore.
- d) The arbitration shall be carried out in accordance with the Arbitration laws of India.
- e) The award shall be final and binding.
- f) Each of the Parties shall bear their respective costs.
- g) Notwithstanding the foregoing, either Party may apply to any court of competent jurisdiction at Pune for preliminary injunctive relief without breach of this arbitration provision.

In agreement to the above, this CAA has been signed as under by Authorised signatories of both BHEL and M/s _____

M/s _____

BHEL

PRICE SCHEDULE
TO BE FILLED IN BY THE BIDDER

BHEL TENDER REF:

DATE:

BIDDER NAME:

NOTES:

- 1) ALL PRICES SHALL BE QUOTED F.O.R SITE, ATTAMPAHAD AND DOLLY GUNJ IN ANDAMAN & NICOBAR ISLANDS, INDIA
- 2) ALL PRICES SHALL BE EVALUATED IN INDIAN RUPEES. PRICES QUOTED IN FOREIGN CURRENCY SHALL BE CONVERTED TO INR AS PER PREVAILING SBI TT SELLING EX.RATES 2 DAYS PRIOR TO BID OPENING
- 3) PRICES QUOTED FOR EACH EQUIPMENT SHALL HAVE COMPONENT OF A, B, C, D SHOWN SEPARATELY. LUMPSUM PRICES ARE NOT ACCEPTABLE .
- 4) APPLICABLE TAXES & DUTIES SHALL BE DECLARED IN ABOVE FORMAT WITH APPLICABLE PERCENTAGES. ONLY THESE DECLARED TAXES AND DUTIES SHALL BE USED FOR EVALUATION AND CONSIDERED FOR FUTURE CONTRACT WITH ASSOCIATE.
- 5) THE O&M COST QUOTED SHALL HAVE BREAKUP FOR EACH YEAR SUCCEEDING THE FIRST 18 MONTHS OF CONTRACT & 12 MONTHS OF WARRANTY. FIRST YEAR OF O&M SHALL BE WITH NO COST TO BHEL / NLCIL
- 6) THE NET PRESENT VALUE OF THE O&M COST SHALL BE ARRIVED CONSIDERING THE DISCOUNTED RATES OF VALUES QUOTED FOR 25 YEARS
- 7) THE PRICE FOR O&M FOR BESS QUOTED SHALL INCLUDE ALL REPLACEMENTS AND DISPOSALS IF ANY ENVISAGED FOR 25 YEARS OPERATIONS
- 8) THE TOTAL O&M COST QUOTED SHALL BE MINIMUM 40% OF THE OVERALL PRICE QUOTED. I.E COST QUOTED FOR D SHALL BE MINIMUM OF 40% OF(A+B+C+D)
- 9) IF THE PRICE QUOTED FOR O&M OF BESS FOR 25 YEARS INCLUDING ALL REPLACEMENTS ETC IS BELOW 40% OF THE TOTAL COST, THE BID WILL BE SUMMARILY REJECTED
- 10) The bidder shall give below the details of the prevailing rates and classification of component in accordance with the CD/GST. The details of any other taxes and duties applicable shall be furnished.
- 11) FOR OTHER DETAILS / CLARIFICATIONS PLEASE REFER TO COMMERCIAL TERMS & CONDITIONS AND CORRIGENDUM-5 OF NLCIL ENCLOSED WITH THIS TENDER
- 12) BREAKUP OF PRICES FOR EACH EQUIPMENT / SUB-SYSTEM OF BESS SHALL BE FURNISHED BY BIDDER AFTER THE OPENING OF PRICE BID.

[illegible]

	SPECIAL INSTRUCTION TO BIDDERS (SITB) – PART A BATTERY ENERGY STORAGE SYSTEM FOR INTEGRATING WITH SOLAR PV PLANT	Ref: SCPV/806/NLC/SITB
		Rev No: 00
		PAGE : 1 OF 5

BID SUBMISSION AND OPENING:

The proposals are to be submitted in TWO PARTS as follows:

Part-I: Pre-Qualification Requirement, Letter of Undertaking of Preferential pricing, Technical No-Deviation Certificate, Techno-commercial (Un-priced) Bid

Part-II: Price Bid

Both Part-I and Part-II shall be submitted together latest by 10.08.2017 upto 14.00 hrs.

Soft signed copy of Qualification Requirements, Techno-Commercial Bids and Price Bids in soft copies in .pdf format shall reach the mailbox mentioned below:

Email: spankaj@bheledn.co.in, chendhil@bheledn.co.in

NO REQUEST FOR EXTENSION SHALL BE ENTERTAINED.

Bid Clarifications:

Bidders seeking techno-commercial clarifications on the tender specification requirements shall email the same to the above mentioned contacts on or before 18:00 hrs IST on 08-08-2017

Bid clarifications will be sent out to all bidders by 18:00 hrs IST on 09-08-2017

Only Clarifications by written Email will be acknowledged and replied by BHEL. Clarifications sought orally or via telephone will not be entertained.

	SPECIAL INSTRUCTION TO BIDDERS (SITB) – PART A BATTERY ENERGY STORAGE SYSTEM FOR INTEGRATING WITH SOLAR PV PLANT	Ref: SCPV/806/NLC/SITB
		Rev No: 00
		PAGE : 2 OF 5

Preparation of Bids

The Part-I and Part-II Bids shall consist of following and the same shall be submitted together within the due date as stipulated in the tender specifications.

Part-I Bid:

1) Pre-Qualification Requirements: Documentary evidences in support of the PQR stipulated in this tender. Documentary evidence to meet the Financial criteria, Establishment criteria, and Undertaking for Preferred Partner and Preferential Pricing to BHEL. The bidder shall furnish their audited profit and loss accounts and balance sheets for the preceding three (3) financial years from the original scheduled date of tender opening

2) Technical No Deviation Certificate

Bidder shall furnish a signed soft copy of “Unconditional No Deviation Certificate” on BHEL technical specification requirements as a separate document. Non-furnishing of the same shall risk in rejection of Bids.

3) Power of Attorney:

Bidder shall furnish a Power of Attorney from competent authority of their organisation in the name of the Authorised signatory, authorizing him / her to sign and submit Bids, Provide clarifications if sought by BHEL, participate in negotiations with BHEL, participate in discussions with NLCIL if required. Copy of Delegation of powers for Competent authority to issue Power of attorney shall be enclosed with the Power of Attorney.

4) Techno Commercial Bid

Bidder shall furnish a responsive techno commercial bid containing the Documents, Drawings, Sizing calculations, Energy Generation Guarantees as listed in Part-B, BHEL’s Technical Specifications. Bidders shall note that techno commercial bids shall be considered for evaluation only if the “Technical No Deviation Certificate” submitted by bidder is found to be satisfactory and unconditional.

Part-II Bid:

Bidder shall furnish the signed soft copy of the filled price schedules as per the format enclosed in the specification in .pdf.

	SPECIAL INSTRUCTION TO BIDDERS (SITB) – PART A BATTERY ENERGY STORAGE SYSTEM FOR INTEGRATING WITH SOLAR PV PLANT	Ref: SCPV/806/NLC/SITB
		Rev No: 00
		PAGE : 3 OF 5

Bid evaluation:

Bidders who meet the qualification requirements and have submitted documentary evidence in support of the same will be empanelled by BHEL as vendors for supply of BESS. Bidders who have submitted the signed copy of “Technical No Deviation Certificate” as well as acceptance of Terms & Conditions shall be considered as eligible bidders and The Technical commercial bids of these Bidders shall be evaluated further.

Clarifications if any shall be sought from Bidders on techno commercial Bid, and these clarifications shall be provided by Bidders within 24 hours upon request from BHEL failing which Bids shall be treated as nonresponsive and summarily rejected.

In case during the evaluation of Technical commercial Bid if any amendment is required to scope of supply and services, then the same shall be informed to eligible Bidders and Supplementary Price Bids shall be requested and the same shall be submitted by Bidders in similar fashion as Part-II Bid submission on date and time specified by BHEL-EDN.

Bidders whose technical commercial bids are found to be responsive and suitable shall be processed further.

	SPECIAL INSTRUCTION TO BIDDERS (SITB) – PART A BATTERY ENERGY STORAGE SYSTEM FOR INTEGRATING WITH SOLAR PV PLANT	Ref: SCPV/806/NLC/SITB
		Rev No: 00
		PAGE : 4 OF 5

Selection of Associate:

Bidder whose Techno commercial bids are found suitable and whose Price bid is evaluated to be the Lowest (L1) shall be called for negotiations, if required, to be able to obtain the most optimum and best price to ensure that BHEL is successful in bagging the order from NLCIL. Subsequent to this Bidder will be termed as BHEL-EDN's Associate and will be requested to submit a Bank Guarantee of 1% of the Final negotiated value of Bidder's price as a security deposit (format shall be shared with successful bidder). BHEL-EDN shall then Sign a Pre-bid tie-up and a Co-operation Agreement for Associate (CAA) with the associate as per the Format enclosed with Technical specifications based on which BHEL shall place order on Associate during project execution on back-to-back basis. Associate shall also sign a Deed of Joint Undertaking as per format enclosed which shall be submitted by BHEL along with composite Bid to NLCIL.

The selected bidder after Price bid evaluation shall visit BHEL-EDN, Bangalore office within a short notice of ONE DAY for price negotiations, signing of Pre-bid tie-up, CAA, DJU, signing of Attachments along with supporting documents for NLCIL tender.

Subsequent to BHEL becoming successful in bagging this contract if Customer seeks reduction in prices / insists for negotiations then Bidder shall agree for the same and resultant reduction in prices if any shall be proportionately be passed on to Bidder and shall be unconditionally acceptable by Bidder.

REQUIREMENT TO BE FULFILLED BY BIDDER WHO IS SELECTED AS SUCCESSFUL BIDDER

Bidder who is selected by BHEL as the successful Bidder after Techno-Commercial and Price Evaluation, will be eligible for participating in the Tender floated by NLCIL. The Associate shall enter into a Pre-bid tie-up with BHEL and sign a Joint Deed of Undertaking for submission to NLCIL along with the BHEL's Bid. This agreement and Joint Deed of Undertaking shall be valid till completion of all the contractual obligations of the Associate. The Associate so selected shall also sign an Co-operation Agreement for Associate (CAA) with BHEL which shall form the basis for future back-to-back placement of Order on Associate by BHEL in the event of NLCIL placing order / signing a contract with BHEL.

The selected Associate, shall furnish the following Bank Guarantees immediately upon being informed of selection and signing of Pre-bid tie-up and the CAA with BHEL.

(a) BHEL as lead Bidder shall be required to submit a Bank Guarantee of Rs.4,60,00,000 to NLCIL as EMD for participating in the Tender. Associate shall submit a Back-up Bank Guarantee to BHEL for EMD in proportion to Associate's share of the Estimated Price as per calculation below:

Associates Price for their share of work x 4,60,00,000/-

Estimated Total Bid Price

	SPECIAL INSTRUCTION TO BIDDERS (SITB) – PART A BATTERY ENERGY STORAGE SYSTEM FOR INTEGRATING WITH SOLAR PV PLANT	Ref: SCPV/806/NLC/SITB
		Rev No: 00
		PAGE : 5 OF 5

This BG shall be valid for 10 months from Date of Bid opening by NLCIL i.e 10 months from 17-08-2017 and shall be extendable by Associate on the request of BHEL .

(b) Bank Guarantee of 1 % of the Associates Price as Backup Guarantee for the pre bid tie up and Co-operation Agreement for Associate (CAA)

This BG shall be valid for 12 months from Date of Bid opening by NLCIL i.e 15 months from 17-08-2017 or till the date of placement of back-to-back Order by BHEL (in case NLCIL places order on BHEL) on Associate whichever is later and shall be extendable by Associate on the request of BHEL.

Bank Guarantees to BHEL shall be as per the enclosed formats from any of the Banks as per the List of approved Banks in the tender. No change in format shall be acceptable whatsoever.

c) In case NLCIL places order on BHEL, then BHEL shall place back-to-back order on Associate as per agreed Terms & Conditions. The Associate shall furnish within 10 days of placement of order by BHEL, a Bank Guarantee to BHEL for 10% of the Associates Ordered price as Contract Performance Guarantee (CPG).

d) In addition to the CPG as mentioned above, Associate shall also furnish a back up Bank Guarantee for 5% of their portion of the scope of work to NLCIL as per the Format enclosed. In case their portion of the scope of work is less than 1% of the total contract value, then back up Bank Guarantee for a minimum of 0.05% of the total contract value shall be furnished.

	ADDENDUM TO SPECIAL CONDITIONS OF CONTRACT(ESCC) – PART B BATTERY ENERGY STORAGE SYSTEM FOR INTEGRATING WITH SOLAR PV PLANT	Ref: SCPV/806/NLC/ESCC
		Rev No: 00
		PAGE : 1 OF 2

**TITLE: ADDENDUM TO SPECIAL CONDITIONS OF CONTRACT (SCC) FOR
BATTERY ENERGY STORAGE SYSTEM FOR INTEGRATING WITH SOLAR PV PLANT**

	ADDENDUM TO SPECIAL CONDITIONS OF CONTRACT(ESCC) – PART B BATTERY ENERGY STORAGE SYSTEM FOR INTEGRATING WITH SOLAR PV PLANT	Ref: SCPV/806/NLC/ESCC
		Rev No: 00
		PAGE : 2 OF 2

1. Bidders shall note that BHEL will be participating as lead bidder in the following Tender of NLCIL: Tender No. CO CONTS/0012E/PV Solar- BESS/ICB/Andaman/ 2017, dt.26.04.2017

Tender for installation of 2 x 10 MW (AC) Grid interactive Solar PV Power Project integrated with 28 MWhr. Battery Energy Storage System at Attam Pahad and at Dolly Gunj, Port Blair, South Andaman with associated 33 KV Switchyard and grid interconnection at the take off points of Electricity Department of Andaman & Nicobar Administration including Design, Engineering, Manufacture, Inspection at supplier's works, supply, insurance, transport, storage, erection, testing, commissioning.

2. This Tender floated by BHEL for Competitive Bidding is for sole purpose of Selection of techno-Commercially and Price wise Best Bid among Vendors who are Bidding to be BHEL's Associate for Submission of Bid to NLCIL in response to above tender of NLCIL by entering into a prebid tie up / Cooperation Agreement for Associate (CAA) with BHEL. In case BHEL's bid is successful and BHEL receives order from NLCIL / NLCIL signs a contract with BHEL, then this prebid tie up /CAA will form the basis of back-to-back placement of order on Associate by BHEL as per agreed scope division.

This tender shall not be understood as Tender for placement of order/ procurement of BESS by BHEL.

3. The Terms & Conditions (COMMERCIAL CONDITIONS OF CONTRACT) of NLCIL as included in their Tender No. CO CONTS/0012E/PV Solar- BESS/ICB/Andaman/ 2017 dt.26.04.2017, shall be applied back-to-back and shall be binding on BHEL's associate during execution of the contract. These terms and conditions are enclosed to this Tender specification. Successful bidder shall submit a signed copy of these terms & conditions along with their Part-I Bid as acceptance of these terms & Conditions.

4. The Pre-bid Tie Up / CAA signed may be converted into back-to-back Purchase order on Associate after BHEL receives order from NLCIL. Validity of Prebid Tie up/CAA shall be at least for 240 days from Date of Bid opening by NLCIL.

5. Taxes and duties as indicated in the quotation and in the Purchase Order of BHEL- EDN only to be charged. If there is any statutory change such as GST rates, new Taxes, Cess or levies, etc. these shall be treated in same manner as in NLCIL Tender terms & Conditions

6. If Liquidated Damages are due to be paid by BHEL to NLCIL, the same shall be passed on to Associate, in case delay is due to reasons attributable to the Associate in proportion to contract value. If the successful Completion of Facilities is not attained within 18 months from the date of Notification of Award by NLCIL on BHEL, for reasons attributable to Associate, then the Liquidated Damages payable at the rate of 0.5% per week of delay or part thereof of supply and services subject to a ceiling of 10% of the total value of contract for supply & services, shall be payable by Associate on whom BHEL has placed order for BESS.

8. BHEL-EDN reserves the right to accept/reject bids of any Bidder and/or annul/ re-float/ call for snap bid the tender, in case outcome is not favorable to BHEL-EDN's participation in the tender. BHEL's decision will be Final and binding on all Bidders.

Enclosed: NLCIL Commercial Terms & Conditions: COMMERCIAL CONDITIONS OF CONTRACT (Volume 2 of 3)