



## NIT Terms & Condition

Rudrapur

GROUP : REG(Renewable Energy Group)

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1. **Price basis:** Firm i.e. from date of Work Order to completion of O&M period.
2. **Mobilization at site:** Successful bidder will have to mobilize at site to start O&M activities within 10 days from the date of work order with all required tools and spares as per Annexure III. Please note “zero date” will be started after the 10 days of the work order issuing date.
3. **Payment terms: payment will be done on the submission of documents mentioned below**
  - 7% of the work order value shall be paid to the successful bidder on quarterly basis for 2 years.
  - 8% of the work order value shall be paid to bidder for 2 quarters after 2 years’ completion of AMC.
  - 10% of the work order value shall be paid to bidder on quarterly basis in last 2 quarters or till the completion of AMC period.
  - a. Invoice copy - 4 Nos
  - b. Monthly O&M report duly signed by ONGC
  - c. List of all tools and tackles with calibration certificates.
  - d. Copy of Maintenance register for the period duly signed by authorized representative of user. This will be treated as verified measurement for processing of bills.

Payment shall be processed within **45 days** from the date of completion of quarterly maintenance period. Payment shall be released only when proof of doing maintenance for the quarter has been made available.

**For payment details please refer the SCC (chapter VIII) of the contract.**

#### 4. Security Deposit

Security Deposit (SD) amount shall be 5% of the Contract value. This will have to be deposited by the successful bidder within a week of award of work (minimum 50% SD amount, as per GCC).

Complete details regarding submission of security deposit has been given in GCC.

Signature and seal of Bidder



5. **Risk Purchase Clause:** If the supplier fails to deliver the services within the stipulated period mentioned in the work order, BHEL shall be entitled to terminate the contract and to order the same or the best and the nearest available substitute from elsewhere at the risk and cost of the seller either the whole or any part of the goods/Services. In case of deviation or non-acceptance of Risk Purchase clause, offer shall be liable for rejection. **Risk & Cost Amount payable by Supplier or recoveries in-lieu of Risk Purchase may be recovered from supplier by encasing/invoking Bank Guarantee, Security Deposits available with BHEL against the same or any other contract or may be adjusted against dues available in the form of bills payable to supplier by BHEL against the same or any other purchase orders/contracts/work orders etc. placed on the supplier by any unit/region etc. of BHEL or through any other legal remedy available to BHEL.**

**Risk and Cost against Balance Work:**

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work/ Supply (\*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (\*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

**\*(Balance scope of work/ supply)**

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

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## 6. GST Rate

Bidder(s) to ensure following while quoting: -

- To mention relevant HSN/ SAC Code for each item quoted by him.
- To mention GST registration number in the name of bidder in the quotation and to attach self-attested copy of GST Registration.

### Loading by BHEL

The offers of those bidder(s) who are not registered with GST, their offers will be loaded by BHEL with applicable GST (as applicable) for the items quoted by such bidder(s).

### Post- award

The successful bidder (s) under the tender required to ensure following: -

- I. Should raise invoice as per the applicable GST Act/ Rules as amended from time to time with all the required details under relevant act/rules. The required details shall be clear and legible on the invoice. MSME Vendors, may send a draft sample of Invoice to be raised on BHEL in advance for the review and approval by BHEL.
- II. A declaration on letter head duly signed by authorized signatory shall be furnished by bidder (s) to BHEL that they shall upload all relevant particulars on GSTN network/ portal along with details of any credit note( as intimated by BHEL from time to time) in timely manner and shall discharge tax liability on invoices raised to BHEL in timely manner to enable BHEL to take input credit in timely manner against invoice raised by them . In the event of delayed submission, submission of wrong data in returns or non-payment of GST they shall compensate BHEL for any loss of Input credit alongwith interest thereon which is generally SBI PLR plus 6% (as being charged by BHEL).
- III. In case of multiple Invoice Numbering System by Vendor, the Invoice No. which is linked/ uploaded on GSTN network should be clearly highlighted and separately informed to concerned officials of BHEL.

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### Payment of GST

As BHEL, evaluates offers of the bidder(s) on the basis of Total Landed Cost to BHEL and Input Credit of GST being passed on by Bidder(s) to BHEL is reduced while working out Landed Cost by BHEL. Hence, it is the responsibility of Bidder(s) to take utmost care on his part to ensure that Input Credit is smoothly availed by BHEL for GST charged by them.

The payment made by BHEL towards GST charged in Invoice by the bidder(s), shall be treated as advance until input credit is finally availed by BHEL.

In case, BHEL finds at any stage that BHEL is denied input credit on GST charged by bidder(s) due to fault/ omission of bidder, the loss of input credit so incurred by BHEL should be compensated by the bidder(s) to BHEL alongwith interest and penalty.

The decision of BHEL regarding fault/ omissions made by bidder(s) in following GST provision resulting loss of input credit to BHEL, will be final and binding on Vendor

**Note: Non-acceptance/non-submission of any of the above requirements will render the offer liable for rejection.**

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**DECLARATION BY THE BIDDER**

I/We ..... (Hereinafter referred to as Bidder) being desirous of participating for tender, having fully understood the scope of tender and having carefully noted all the terms and conditions, specifications etc. as mentioned in the tender document do hereby declare that-

1. The Bidder is fully aware of all the requirements of the tender document and agrees with all provisions of the tender document and accepts all risks, responsibilities and obligations directly or indirectly connected with the performance of the tender.
2. The Bidder is fully aware of all the relevant information for proper execution of the proposed scope of work, with respect to the proposed place of works/ site, its local environment, approach road and connectivity etc. and is well acquainted with actual and other prevailing working conditions, availability of required materials and labour etc. at site.
3. The Bidder is capable of executing and completing the work as required in the tender and is financially solvent and sound to execute the tendered work. The Bidder is sufficiently experienced and competent to perform the contract to the satisfaction of BHEL The Bidder gives the assurance to execute the tendered work as per specifications, terms and conditions of the tender on award of work.
4. The Bidder has no collusion with other Bidders, any employee of BHEL or with any other person or firm in the preparation of the tender.
5. The Bidder has not been influenced by any statement or promises by BHEL or any of its employees but only by the tender document.
6. The Bidder is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipal, District, State and Central Government that may affect the work, its performance or personnel employed therein.
7. The Bidder has never been debarred from similar type of work by any Government undertaking /Department. (An undertaking on Stamp paper in this regard shall have to be submitted)
8. The Bidder accepts that the earnest money may be absolutely forfeited by BHEL if the Bidder fails to sign the contract or to undertake the work within stipulated time.
9. All the information and the statements submitted with the tender are true.

Signature and seal of Bidder