	NIT Terms & Condition	Doc. No. REG-20210446/01
Rudrapur	GROUP : REG(Renewable Energy Group)	Rev no   00

### NIT Terms & Condition

**1. Price basis:**

Price quoted by contractor shall remain **FIRM** till the completion of supply.

**2. Delivery Time:**

Overall delivery time shall be 60 days from the date of PO subject to –

S No	Description	Completion period
1	Submission of design, PV Syst report, and other required document for Approval.	5 days from the date of purchase order.
2	50% of Quantity - Supply (Main item + Spares)	45 days from the date of purchase order.
3	Balance 50% of Quantity (Main item + Spares)	60 Days from the date of purchase order.

**3. Payment terms:**

Payment terms shall be standard as per BHEL prevailing practice. (As per GCC)

**4. Warranty/ Guarantee:**

Warranty/Guarantee period shall be minimum “Five & Half Years” from the date of supply of material or Five Years from the date of commissioning/handover of solar plant whichever is later. The warranty/guarantee shall be covered for each item.

In case of fault occur in any supplied items or its component, then supplier shall make all arrangement to attend & resolve the complaint within 72 hours after logging of complaint/ intimation. In such case faulty item(s) shall be repaired at site or to be replaced with new one on free of cost. No extra cost shall be payable for the use of spares, tools & tackles & manpower for the purpose of repairing/replacement of faulty item(s) including freight till receipt of fresh supply.

**5. Performance Bank Guarantee:**


Supplier shall be submitted Performance Bank Guarantee (PBG) of 3% amount of total purchase order value in favour of BHEL along with the bills. PBG shall have validity till entire Warranty/Guarantee period with an additional claim period of 6months.

PBG shall be encashed in case of: -

- Poor performance of items supplied.

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Signature and seal of Bidder

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- Lack of response against complaint made for repairing /replacement the faulty items during entire Warranty/Guarantee period.

#### 6. Liquidated Damages/Penalty:

If the contractor fails to maintain the required progress of work which results in delay in the completion of the Supply as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0.5% of the contract value, per week of delay subject to a maximum of 10% of the contract value, on delayed portion of the delivery.

#### 7. Vendor/Make:

- In the tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product. In such case, only Principal/OEM will be considered for bid evaluation.
- If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

#### 8. **BHEL may enter into High Sea Sale Agreement with the supplier. Bidder to ensure to provide all documents required for the Agreement, if required.**

- Other Terms & condition shall be standard as per BHEL prevailing practice.

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Signature and seal of Bidder