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NIT Terms & Condition

1. Price basis: Firm i.e. from date of Work Order.

2. Supply, installation & commissioning and trial run:

- a. Successful bidder will complete the supply, installation and commissioning work as per scope within **90 Days** from the date of Work order.
- b. After successful Installation & Commissioning, bidder will have to perform Trial run for **30 days**. After successful trial run, O&M period will be started.

3. Payment terms:

The payment shall be made by BHEL in the following manner:

Each line item of BOQ of price bid has been divided into either of the three categories:

- i. Cat. 1 : Only Supply (Code -S)
- ii. Cat.2 : Supply & Installation, T&C (Code - S&I)
- iii. Cat. 3 : Only Installation, Testing & Commissioning (Code - I)

a) Supply Part:

- i. **80% of the PO value of supply portion of BoS shall be released (Cat.1) upon completion of supply.** Receipt of material in Good condition and submission of MDCC (Materials Dispatch certificate), Test/Inspection report & Certificate shall be submitted along with invoice for the payment.
- ii. **On completion of Installation: Balance 20 % of the supply portion shall be released.**

b) Installation & commissioning of system and successful training & Handing over Part: On Installation, Testing & Commissioning

100% of the PO value of Installation Portion i.e Code S&I, & I.

Table: Summary of payment terms

Sl. No	Category	Payment terms	
		Supply	I&C and Handing over
1	Cat-1 (S)	80%	20%
2	Cat-2 (S&I)	-	100%
3	Cat-3 (I)	-	100%

Following documents are required for processing the running bills:

- a. Invoice copy - 4 Nos
- b. LR/GR/Material Receipt copy
- c. For Final Bill Commissioning report, Handover certificate & training certificate

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- d. Test Reports of all BoS supplied by the Bidder and warranty card.
- e. Closure of BHEL raised quality punch points
- c) **Operation and Maintenance** – 12.5% of O&M value quarterly will be released after satisfactorily completion of O&M with NTPC signed O&M record/reports.

Please ref chapter VIII payment in REG2021-20200453 Part-04/05 of SCC for funding bill and measurement book.

4. **Earnest Money Deposit:** EMD to be necessarily submitted (whether or not registered as MSME). This is to be ensured in line with provisions of “works contract”. EMD Values shall be as per PQR.

All details related to submission of EMD has been given in **REG2021-20200453 / Part-05/05) in Chapter 01, Clause 7 (page 4/41) of GCC** in form of pay order or demand draft payable at Rudrapur or NEFT/RTGS to BHEL office in favor of BHEL along with Offer.

5. **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 (**REG2021-20200453 / Part-05/05) in Chapter 01, Clause 8 (page 5/41)**).

Return of Security Deposit: Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor along with the 'Final Bill' after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

(REG2021-20200453 / Part-05/05) in Chapter 01, Clause 9 (page 7/41).

6. **Contract Performance Bank Guarantee:**

The successful bidder will have to submit contract performance Bank Guarantee (CPBG) to BHEL within 10 days from final bill so that final bill can be process and Security money can be released.

The performance bank Guarantee of 5% of PO value has to be valid for warranty period of 01 years from the date of handing over of system with a claim period of 6 months.

The Bank Guarantee towards Performance Guarantee will be released after completion of defect liability period.

The CPBG may be furnished in any one of the following forms:

- a) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have

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the approval of BHEL

- b) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- c) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

The CPBG shall not carry any interest.

In case, CPBG is not submitted by the bidder within 10 days from final bill and neither any commitment is received for submission in the next 10 days' time also – then BHEL will be hold Security deposit as a CPBG for 1 years as mentioned above.

7. 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 encashing/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:

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)**

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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.

8. GST Rate

5% GST on 70% of the gross value of the work order and for remaining (30%) value GST shall be 18%.

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 (**REG2021-20200453, REV 00**) do hereby declare that-

1. The Bidder is fully aware of all the requirements of the tender document (**REG2021-20200453, REV 00**) 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