	NIT Terms & Condition	Doc. No.	REG1920-20190160
		Part	02/05
Rudrapur	GROUP : REG(Renewable Energy Group)	Rev no	00

NIT Terms & Conditions

1. Order of Precedence:

Order of Precedence shall be **NIT Terms & Conditions, Special Terms of Conditions** and **General Terms & Conditions** respectively i.e. **highest precedence shall be given to NIT Terms & Conditions and then to SCC and then to GCC. In case of any conflict, information given in document of higher precedence shall prevail over that of lower precedence.**

2. Price basis:

Price shall be variable as per Price Variation Formula indicated in Special Terms & Conditions (SCC) "**Price Variation Clause, Chapter IX**". Any **Compensation amount shall be paid or recovered** shall be accordingly.

3. Mobilization at site:

Successful bidder shall depute labour at sites to start operation & maintenance activities within 10 days from the date of work order with all required tools and spares.

- a) **Site details at which Operation & Maintenance activities are to be performed shall be as per (Technical Specification, Doc No. REF1920-20190160).**
- b) Scope of Operation & Maintenance shall be as per **Annexure-II (Technical Specification, Doc No. REF1920-20190160)**.
- c) **Supply of one set of Tools shall be as per Annexure-III (Technical Specification, Doc No. REF1920-20190160).**
- d) **Supply of one set of spares mentioned in Annexure III shall be provided at site on loan basis and shall be replenished by BHEL on consumption.**


4. Dedicated/toll-free number

For any issues related to operation & maintenance, **a dedicated/toll-free number** shall be made available to the BHEL/Customer to resolve within 72 hours. Also, an email ID shall be provided by the bidder as an optional contact for recording of complains and other official communications.

5. Liquidated Damages:

In case of non-deployment of labour and non-commencement of Operation & Maintenance activities at site **within ten days after award of contract**, Liquidated Damages (at the rate of 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value) shall imposed on the

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Contractor/Bidder. For details, please refer **Chapter-09 “Liquidated Damages/Penalty” of General Terms & Conditions.**

6. Penalty:

If an issue related to operation & maintenance is not attended **within 72 hrs** of lodging of complaint as indicated in above-mentioned clause SI No.4, a reminder of complaint may be raised by BHEL/ONGC, pursuant to which, **a penalty of Rs.25 per KW/day or more shall be imposed. If the outage of the plant is more than 30 days continuously, then the 50% Security Deposit amount shall be encashed by BHEL and if the outage is exceeding more than 60 days than complete Security Deposit amount shall be encashed by BHEL.** This will be applicable until 5 years of O&M as per the scope of the NIT.

7. Payment terms:


Payment shall be paid as per provisions of **Chapter VIII (SCC, Page 17-18)** on submission of following documents:

- Invoice - 01 original for buyer + 03 extra.
- Duly filled and stamped RA bill format WAM 6.
- Monthly Operation & Maintenance report duly signed and stamped.
- List of all tools and tackles with calibration certificates valid for a year.
- Details of payment of PF and ESI of labours.
- 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.

8. Earnest Money Deposit:

EMD is to be necessarily submitted by all bidders except those availing MSE exemption through valid documents as indicated in Chapter-04 (EMD) of PQR. **EMD of Rs.1,02,525/- (One Lakh Two Thousand Five Hundred and Twenty Five Only)** shall be submitted as per details given in **(REG1920-20190160/ Part-05) in Chapter 01, Clause 7 (page 4/45) of General Conditions of Contract** in form of pay order or demand draft payable at Rudrapur or **NEFT/RTGS** to BHEL office in favor of BHEL along with Offer. Bank details of BHEL are indicated in **(REG1920-20190160/ Part-05) in Chapter 01, Clause 7 (page 4/45) of General Conditions of Contract (GCC).**

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9. Security Deposit:


Security Deposit (SD) amount shall be 5% of the Contract value. **100% Security Deposit amount will have to be deposited by the successful bidder within a week of award of Contract.** Complete details regarding submission of security deposit has been given in **GCC (REG1920-20190160/ Part-05) in Chapter 01, Clause 8 (page 5/41).**

10. Loading in-view of deviations:

- a) Any relaxation in number of days in the payment term of 100% within 45 days if accommodated by BHEL, will attract loading at the rate of "[Base rate i.e. Prime Lending Rate of State Bank of India (as applicable on the date of techno-commercial bids opening) + 6%] for the period of relaxation sought by bidders.

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 (**REG1920-20190160, REV 00**) do hereby declare that-

1. The Bidder is fully aware of all the requirements of the tender document (**REG1920-20190160, 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