

 Rudrapur	NOTICE INVITING TENDER GROUP : WCM (Works Contracts Management)	Doc. No:-	NIT
		Part 01	Doc.
		Rev no	00

BHEL shall not be responsible for postal or any other delays in this regard.

Forfeiture of EMD: As mentioned in GCC Clause 1.9.2

Additional Terms and Conditions:

a) Suspension of Business Dealings-Action shall be taken as per extant BHEL

"Guidelines for Suspension of Business Dealings with Suppliers/Contractors AA/MM/SB/01 Rev.02 Dated 22.07.2016" against Supplier as well their agents who either fail to perform or are in default without any reasonable cause like force majeure, cause loss of business/money/reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding processor influence the price, tempering with tender process etc. Further details in this regard can be accessed through BHEL website www.bhel.com

b) Fraud Prevention Policy-The Bidder along with its associate/ collaborators/ sub-contractors/ sub vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."

c) Jurisdiction-Suits or any matter arising out of the PO shall be settled in Rudrapur, Uttarakhand, India courts. All Contracts shall be under jurisdiction of Indian Courts only.

d) Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

e) PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), Order 2017 vide No. P-45021/2/2017-B.E.-II dated 15.06.2017, 28.05.2018, 29.05.2019 and 04.06.2020, issued by DPIIT, Ministry of Commerce and Industry and subsequent Orders issued by the respective Nodal Ministry shall be applicable, even if issued after issue of this NIT but before finalization of contract/PO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/or local content in respect of this procurement, same shall be applicable. Subject to the provisions of above-mentioned order and to any specific instructions issued by the nodal ministry or in pursuance of this order, purchase preference shall be given to Class-I local supplier.

The bidders shall submit certificate as per prescribed format to establish the local content

Letter head of Company (<Rs. 10 Cr value)

Ref.....

Date.....

To,
Bharat Heavy Electricals Limited,
Kichha Bypass, Rudrapur,
Udhamsingh Nagar, Uttarakhand-263153

Subject: - Certification regarding local content

Reference: Tender Enquiry No-.....

Tender Description:

Dear Sir,

I(Authorized signatory for M/s.....) a 'Class-I Local Supplier'/'Class-II Local Supplier' (Tick the appropriate option & cut the other one) at the time of tender, bidding, or solicitation hereby confirm that items offered by us of(tender/item name).....for.....(Project Name/Rate contract)..... meets the requirement of minimum local content in line with Cl. No..... of NIT No..... dated..... and the Public Procurement (Preference to Make in India), Order 2017 dated-15.06.2017, 28.05.2018, 29.05.2019 & 04.06.2020.

We further confirms that details of location at which the local value addition is made will be our registered works at(address of the works)

For M/s

Authorized & competent Signatory
(with company seal & Name)

STC (Special Terms & Conditions) For Tender Enquiry No. 202500721

1. THE TARRIF RATES ARE FIXED TARIIF FOR COMPLETE PPA TENURE.
2. THE MINIMUM INSTALLED CAPACITY IS 150 KW RTS ON RESCO MODE.
3. MINIMUM GURANTEED GENERATION IS 2.5 LAKH UNITS EACH YEAR TILL 25 YEARS.
4. Following Clauses of General condition of Contract (GCC) attached along with tender documents are excluded for this tender enquiry.
 - a) Chapter 2 Clause No. 2.12- Over Run Compensation
 - b) Chapter 2 Clause No. 2.13. -Secured Recoverable Advances
 - c) Chapter 2 Clause No. 2.17.- Price Variation Clause
 - d) Chapter 2 Clause No. 2.7.9 - Liquidated Damages (LD) Clause

5. Following Clauses of General condition of Contract (GCC) has been reframed as under:

2.27. Limitation of Liability:

"Notwithstanding anything to the contrary in this Contract or LOA or Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Work Order. Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever, arising out of or in connection with this contract.

This shall not be applicable on the recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor."

6. PQR: As attached in Special Condition of Contract (Page 23 - 24).
7. **Payment Terms:** Please refer Article-7 "Tariff & payment" of Power Purchase Agreement (PPA).

Any deviation in the payment term as per below tables 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.

MSME vendors may opt for payment through TReDS (Trade Receivables Discounting System). For details please visit www.rxil.in

8. **Liquidated Damage (LD) / Penalty Clause:** Applicable, as per NIT/Special Condition of Contract and POWER PURCHASE AGREEMENT (PPA) documents. Bidder are requested to read all clauses of Liquidated Damage (LD) / Penalty.

9. Due to service contract MSE/STARTUP are exempted for Prior Turnover & Work Experience for this tender as per Guidelines for MSE bidders 1(2)/2016 dated 10.03.20216.

10. Bid Validity: 180 Days

11. Reverse Auction: Reverse Auction shall be applicable for this Tender.

"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed price bid along with applicable loading, if any, shall be considered for ranking."

12. Evaluation of Tender: Overall Basis.

13. Applicability of Integrity Pact (IP): Applicable, (Refer Attachment of Integrity Pact Clause).

14. Sub: Conflict of Interest among Bidders:

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;

ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;

iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender.

Moreover, either the agent could bid on behalf of the