


<b>CORRIGENDUM-2 FOR RFQ NO and date: RCKMOU01 dated 03.08.2017</b>				
<b>Sl. No</b>	<b>Page No.</b>	<b>Clause No.</b>	<b>Existing Clause</b>	<b>Revised Clause</b>
1	19-49/211		ITB/GCC	<b>Deleted from the tender documents and replaced with revised ITB &amp; SCC (attached with this file)</b>
2				<p><b>Documents to be submitted along with tender/pre-bid tie up/ post PO</b></p> <p><b>- Seal and sign the tender documents including</b></p> <p><b>a) Pre-qualification requirement (PQR)</b></p> <p><b>b) Technical specification,</b></p> <p><b>c) NLC Document</b></p> <p><b>d) Deed of undertaking</b></p> <p><b>e) Co-operation agreement for associate (CAA)</b></p> <p><b>f) Instruction to bidder (ITB) - Revised on 09.08.2017</b></p> <p><b>g) Special conditions of contract (SCC) - Revised on 09.08.2017</b></p> <p><b>h) Integrity pact</b></p> <p><b>i) Unpriced bid (without prices with relevant taxes and duties)</b></p> <p><b>j) Price bid (with prices with relevant taxes and duties)</b></p>

	<b>INSTRUCTION TO BIDDERS (ITB) – PART A</b> <b>BATTERY ENERGY STORAGE SYSTEM</b> <b>FOR</b> <b>INTEGRATING WITH SOLAR PV PLANT</b>	Ref: SCPV/806/NLC/ITB
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**BID SUBMISSION AND OPENING:**

The proposals are to be submitted in TWO PARTS as follows:

Part-I:: Pre-Qualification Requirement, Letter of Undertaking of Preferential pricing, No-Deviation Certificate, Techno-commercial (with Un-priced Price Schedule) Bid

Part-II: Price Bid

Both Part-I and Part-II shall be submitted together latest by 10.08.2017 upto 13.00 hrs.

Price Bids of only such Bidders who meet the PQR and whose Techno-Commercial Bids are found acceptable, shall be opened.

Soft signed copy of Qualification Requirements, Techno-Commercial Bids and Price Bids (Password protected) in soft copies in .pdf format shall reach the mailbox mentioned below:

[spankaj@bheledn.co.in](mailto:spankaj@bheledn.co.in) , [chendhil@bheledn.co.in](mailto:chendhil@bheledn.co.in)

NO REQUEST FOR EXTENSION SHALL BE ENTERTAINED.

Signed ORIGINAL Hard copy of the Part-I and Part-II Bids Price Bids shall be sent to:

AGM (SC&PV-MM) Attention. Sh S S Dubey  
 Bharat Heavy Electricals Ltd.  
 NEB 5th Floor, Electronics Division  
 Mysore Road, Bangalore – 560026.  
 Ph. 080-26989067, Cell: +919945530180

**Bid Clarifications:**

Bidders seeking clarifications on the tender specification requirements shall email the same to the following on or before 12:00 hrs IST on 10-08-2017

[spankaj@bheledn.co.in](mailto:spankaj@bheledn.co.in) , [chendhil@bheledn.co.in](mailto:chendhil@bheledn.co.in)


Only Clarifications by written Email will be acknowledged and replied by BHEL. Clarifications sought orally or via telephone will not be entertained.

**Preparation of Bids**

The Part-I and Part-II Bids shall consist of following and the same shall be submitted together within the due date as stipulated in the tender specifications.

**Part-I Bid:**

1) Pre-Qualification Requirements: Documentary evidences in support of the PQR stipulated in this ITB. Documentary evidence to meet the Financial criteria, Establishment criteria, and Undertaking for Preferred Partner and Preferential Pricing to BHEL. The bidder shall furnish their audited profit

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and loss accounts and balance sheets for the preceding three (3) financial years from the original scheduled date of tender opening

2) No Deviation Certificate

Bidder shall furnish a signed soft copy of “Unconditional No Deviation Certificate” on BHEL specification requirements as a separate document. Non-furnishing of the same shall risk in rejection of Bids.

3) Power of Attorney:

Bidder shall furnish a Power of Attorney from competent authority of their organization in the name of the Authorized signatory, authorizing him / her to sign and submit Bids, Provide clarifications if sought by BHEL, participate in negotiations with BHEL, participate in discussions with NLCIL if required. Copy of Delegation of powers for Competent authority to issue Power of attorney shall be enclosed with the Power of Attorney.

4) Techno Commercial Bid

Bidder shall furnish a responsive techno commercial bid containing the Documents, Drawings, Sizing calculations, Energy Generation Guarantees as listed in Part-B, BHEL’s Technical Specifications. Bidders shall note that techno commercial bids shall be considered for evaluation only if the “No Deviation Certificate” submitted by bidder is found to be satisfactory and unconditional.

Part-II Bid:

Bidder shall furnish the signed soft copy of the filled price schedules as per the format enclosed in the specification in .pdf.


Bidder shall also be required to furnish signed ORIGINAL HARD COPY of Part-I and Part-II Bids

Bid evaluation:

Bidders who meet the qualification requirements and have submitted documentary evidence in support of the same and who have submitted the signed copy of “No Deviation Certificate” as well as acceptance of Terms & Conditions shall be considered as eligible bidders and the Technical commercial bids of these Bidders shall be evaluated.

Clarifications if any shall be sought from Bidders on technical commercial Bid, and these clarifications shall be provided by Bidders within 24 hours upon request from BHEL failing which Bids shall be treated as nonresponsive and summarily rejected.

In case during the evaluation of Technical commercial Bid if any amendment is required to scope of supply and services, then the same shall be informed to eligible Bidders and Supplementary

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Price Bids shall be requested and the same shall be submitted by Bidders in similar fashion as Part-II Bid submission on date and time specified by BHEL-EDN.

Bidders who's technical commercial bids are found to be responsive and suitable shall be requested by BHEL-EDN to submit the password for Price Bids via email.

Price Bids may be opened "IN CAMERA" by the committee. Clarifications if any shall be sought and filed for records.

**Bid Evaluation Criteria:**

The Bids shall be evaluated as per the following criteria:


The Total cost to BHEL-EDN shall be calculated to include basic prices for supply including customs clearance & port clearance, port charges, (if any)., basic prices for services, Transportation upto Site, Marine and Inland Transit Freight & Insurance , all applicable Taxes & Duties, as Applicable to arrive at the "Lowest Cost to BHEL" Bid (L1). Bidder shall ascertain all applicable Taxes & Duties for inclusion in the Price Bid. Also Applicable taxes and duties as included in the Price shall be declared along with rates applicable. For supplies from abroad, the Customs Duty and other applicable Taxes & Duties on Imports shall be included (on Merit Duty basis) to arrive at the landed cost to BHEL.

No other Taxes & Duties other than those declared by Bidder shall be allowed at a later date except where the Taxes & Duties undergo a change due to statutory reasons.

**Selection of Associate:**

Bidder whose Techno commercial bids are found suitable and whose Price bid is evaluated to be the Lowest (L1) shall be called for negotiations, if required, to be able to obtain the most optimum and best price to ensure that BHEL is successful in bagging the order from NLCIL. Subsequent to this Bidder will be termed as BHEL-EDN's Associate and will be requested to submit a Bank Guarantee of 1% of the Final negotiated value of Bidder's price as a security deposit. BHEL-EDN shall then Sign a Co-operation Agreement for Associate (CAA) with the associate as per the Format enclosed with Technical specifications. Subsequent to signing of CAA, the Associate shall also be required to sign a consortium Agreement with BHEL for submission to NLCIL with BHEL's Bid. In the event of NLCIL placing order / signing contract with BHEL, this CAA will form the basis for placement of order by BHEL on Associate during project execution on back-to-back basis. Associate shall also sign a Deed of Joint Undertaking as per format enclosed which shall be submitted by BHEL along with composite Bid to NLCIL.

The selected associate after Price bid evaluation shall visit BHEL-EDN, Bangalore office within a short notice of ONE DAY for price negotiations, signing of Consortium agreement, CAA, DJU, signing of Attachments along with supporting documents for NLCIL tender.

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Subsequent to BHEL becoming successful in bagging this contract if Customer seeks reduction in prices / insists for negotiations then Associate shall agree for the same and resultant reduction in prices if any shall be proportionately be passed on to Associate and shall be unconditionally accepted by Associate.

**REQUIREMENT TO BE FULFILLED BY BIDDER WHO IS SELECTED AS BHEL’s ASSOCIATE**

Bidder who is selected by BHEL as the successful Bidder after Techno-Commercial and Price Evaluation, will be BHEL’s Associate for participating in the Tender floated by NLCIL. The Associate shall enter into a CAA with BHEL and sign a Joint Deed of Undertaking for submission to NLCIL along with the BHEL’s Bid. This agreement and Joint Deed of Undertaking shall be valid till completion of all the contractual obligations of the Associate. The Associate so selected shall also sign an Co-operation Agreement for Associate (CAA) with BHEL which shall form the basis for future back-to-back placement of Order on Associate by BHEL in the event of NLCIL placing order / signing a contract with BHEL.

The selected Associate, shall furnish the following Bank Guarantees immediately upon being informed of selection and signing of Co-operation Agreement for Associate (CAA) with BHEL. The Associate shall also be required to sign a consortium agreement with BHEL which shall be submitted by BHEL with BHEL’s Bid to NLCIL.

(a) BHEL as lead Bidder shall be required to submit a Bank Guarantee of Rs.4,60,00,000 to NLCIL as EMD for participating in the Tender. Associate shall submit a Back-up Bank Guarantee to BHEL for EMD in proportion to Associate’s share of the Estimated Price as per calculation below. This BG shall be valid for 10 months from Date of Bid opening by NLCIL i.e 10 months from 17-08-2017 and shall be extendable by Associate on the request of BHEL .

Associates Price for their share of work x 4,60,00,000/-


Estimated Total Bid Price

(b) Bank Guarantee of 1 % of the Associates Price as Backup Guarantee for the Co-operation Agreement for Associate (CAA)

This BG shall be valid for 12 months from Date of Bid opening by NLCIL i.e 15 months from 17-08-2017 or till the date of placement of back-to-back Order by BHEL (in case NLCIL places order on BHEL) on Associate whichever is later and shall be extendable by Associate on the request of BHEL.

Bank Guarantees to BHEL shall be as per the enclosed formats from any of the Banks as per the List of approved Banks in this ITB. No change in format shall be acceptable whatsoever.


c) In case NLCIL places order on BHEL, then BHEL shall place back-to-back order on Associate as per agreed Terms & Conditions. The Associate shall furnish within 10 days of placement of order by

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BHEL, a Bank Guarantee to BHEL for 10% of the Associates Ordered price as Contract Performance Guarantee (CPG).

d) In addition to the CPG as mentioned above, Associate shall also furnish a back up Bank Guarantee for 5% of their portion of the scope of work to NLCIL as per the Format enclosed. In case their portion of the scope of work is less than 1% of the total contract value, then back up Bank Guarantee for a minimum of 0.05% of the total contract value shall be furnished.

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	<b>SPECIAL CONDITIONS OF CONTRACT(SCC) – PART B BATTERY ENERGY STORAGE SYSTEM FOR INTEGRATING WITH SOLAR PV PLANT</b>	Ref: SCPV/806/NLC/ITB
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**TITLE: SPECIAL CONDITIONS OF CONTRACT (SCC) FOR**  
**BATTERY ENERGY STORAGE SYSTEM**  
**FOR**  
**INTEGRATING WITH SOLAR PV PLANT**

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Terms and Conditions:

1. Bidders shall note that BHEL will be participating as lead bidder in the following Tender of NLCIL:

Tender No. CO CONTS/0012E/PV Solar- BESS/ICB/Andaman/ 2017, dt.26.04.2017

Tender for installation of 2 x 10 MW (AC) Grid interactive Solar PV Power Project integrated with 28 MWhr. Battery Energy Storage System at AttamPahad and at Dolly Gunj, Port Blair, South Andaman with associated 33 KV Switchyard and grid interconnection at the take off points of Electricity Department of Andaman & Nicobar Administration including Design, Engineering, Manufacture, Inspection at supplier's works, supply, insurance, transport, storage, erection, testing, commissioning.

2. This Tender floated by BHEL for Competitive Bidding is for sole purpose of Selection of techno-Commercially and Price wise Best Bid among Vendors who are Bidding to be BHEL's Associate for for Submission of Bid to NLCIL in response to above tender of NLCIL by entering into a / Cooperation Agreement for Associate (CAA) with BHEL. In case BHEL's bid is successful and BHEL receives order from NLCIL / NLCIL signs a contract with BHEL, then this CAA will form the basis of back-to-back placement of order on Associate by BHEL as per agreed scope division.

**This tender shall not be understood as Tender for placement of order/ procurement of BESS by BHEL.**

3. BHEL-EDN is not responsible for any delay in receipt of quotation sent by vendor through post/e-Mail/fax.


4. BHEL- EDN does not bind itself to accept the lowest rate quoted, but reserves right to accept whole or part of any quotation at its sole discretion. Bids should remain valid for a minimum period of 240 days from the due date of Bid opening by NLCIL (17<sup>th</sup> Aug 2017) and shall be further extendable depending upon requirement of BHEL / NLCIL.

5. BHEL-EDN is under no obligation to inform the prices of Lowest quoted vendor or any other vendors to anyone. This is keeping in view the confidentiality required for participation in NLCIL's ICB tender.

4. Lowest quotation is determined on the basis of Total Cost to BHEL- EDN for supply& services including basic value, taxes and duties, freight, and insurance.

5. It is mandatory that all Bidders agree to sign Deed of Joint Undertaking (DJU) failing which Bids shall be liable for rejection. It is deemed that by submission of Bids to BHEL in response to this Tender, Bidder agrees to be considered for selection as BHEL's Associate for participating in NLCIL Tender and if selected agrees to sign Deed of Joint Undertaking (DJU) if and when called upon by BHEL to do so. Techno-Commercial Best and Lowest quoted Bidder shall be selected as BHEL-EDN's Associate for signing Deed of Joint Undertaking (DJU) as per format attached with ITB , on Indian



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NON-JUDICIAL STAMP PAPER, before submission of Bid by BHEL-EDN to NPTI. This DJU shall be submitted along with the Bid by BHEL to NLCIL and shall remain binding on both the parties till the completion of contract.

6. Submission of Bids, Receipt of bids, opening and Evaluation of Bids shall be as per ITB.

7. Selection of Associate after evaluations and Requirements to be fulfilled by Associate after selection are detailed in ITB.

8. The Terms & Conditions (COMMERCIAL CONDITIONS OF CONTRACT) of NLCIL as included in their Tender No. CO CONTS/0012E/PV Solar- BESS/ICB/Andaman/ 2017, dt.26.04.2017, shall be applied back-to-back and shall be binding on BHEL's associate during execution of the contract. These terms and conditions are enclosed to this Tender specification. Successful bidder shall submit a signed copy of these terms & conditions along with their Part-I Bid as acceptance of these terms & Conditions.

9. The Bidder is also required to submit Signed copy of the ITB (Part –A), these Special Conditions of Contract (Part-B) as well as the Technical Specifications of this Tender of BHEL, along with their Part-I Bid in acceptance of all terms & conditions and specifications. These shall form part of the future contract, if and when signed with Associate by BHEL.

10. Bidders shall submit NO DEVIATION Bids and shall furnish a “NO DEVIATION” declaration signed by Authorized signatory with company seal along with Part-I of the Bid, failing which the Bids will not be evaluated further. By submitting the NO DEVIATION declaration, Bidder agrees that he will comply to Technical Commercial and Price related requirements specified by BHEL in totality and there shall be no deviations to any of the requirements

11. In case of negotiations/ reduction in price required by NLCIL as a part of post-Bid negotiations with successful Bidder, the same shall be proportionately passed on and acceptable to Associate.

12. Non-Acceptance of conditions at Sl. No. 8,9,10,11 will result in rejection of the Bids.


13. The Co-operation Agreement for Associate (CAA) signed may be converted into back-to-back Purchase order on Associate after BHEL receives order from NLCIL. Validity of CA/CAJB shall be at least for 240 days from Date of Bid opening by NLCIL.

14. At the time of award of order, Inspection/Test Reports/Certificates, if any as per specification/ Tender requirement, shall be adhered to. If Preshipment inspection at supplier's works is required either by BHEL and/or by NLCIL, vendor shall provide necessary assistance for inspection.

15. Payment terms: NLCIL payment terms shall apply back-to-back on Associate.

16. Taxes and duties as indicated in the Price Bid and in the Purchase Order of BHEL- EDN only to be charged. If there is any statutory change such as new GST rates, new Taxes, Cess or levies, etc. these shall be treated in same manner as in NLCIL Tender terms & Conditions

17. Bidder's GST Registration Number should be mentioned in the-Price Bid.

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18. If Liquidated Damages are due to be paid by BHEL to NLCIL, the same shall be passed on to Associate, in case delay is due to reasons attributable to the Associate in proportion to contract value. If the successful Completion of Facilities is not attained within 18 months from the date of Notification of Award by NLCIL on BHEL, for reasons attributable to Associate, then the Liquidated Damages payable at the rate of 0.5% per week of delay or part thereof of supply and services subject to a ceiling of 10% of the total value of contract for supply & services, shall be payable by Associate on whom BHEL has placed order for BESS.

17. BHEL-EDN reserves the right to accept/reject bids of any Bidder and/or annul/ re-float/ call for snap bid the tender, in case outcome is not favorable to BHEL-EDN's participation in the tender. BHEL's decision will be Final and binding on all Bidders.

Enclosed: NLCIL Commercial Terms & Conditions:

**COMMERCIAL CONDITIONS OF CONTRACT (Volume 2 of 3)**

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